# **Prenuptial Agreement**

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

BETWEEN:

## Joesph Woodall of 7281 Margate View

## - AND -

## Theo Gatlin of 1779 Paddock Road

BACKGROUND

Joesph Woodall and Theo Gatlin, who shall be collectively known herein as "the parties", love each other and are entering into this prenuptial agreement (the "Agreement") in contemplation of marriage to each other.

The parties are setting forth in this Agreement their respective rights for the status, ownership, and division all property either owns at the date of their marriage and in and to all property that may be acquired by either or both of them after their marriage. They are also setting forth their rights regarding spousal support or maintenance.

In consideration of the fact that unhappy differences may arise between the parties, the parties desire that the terms set forth in this Agreement will govern the distribution of their present and future property and/or assets, to as great a degree as permitted by statutory or case law. Furthermore, the parties intend that any applicable legislation which may be applicable shall not be applied to them.

Information about each of the parties' assets, liabilities, and approximate current income has been exchanged prior to entering into this Agreement. Each party acknowledges they are satisfied with such disclosures, and waive any other rights to disclosure of the other party's assets or liabilities beyond the disclosure that has been provided. Each party has relied upon their own independent legal council and advice in entering into this Agreement.

Each party affirms the following:

- 1. THAT the parties executed this Agreement voluntarily and under no duress or undue influence;
- 2. THAT this Agreement was not unconscionable at the time of execution;
- 3. THAT each party received a disclosure of the assets and liabilities of the other party, and that, in the opinion of the receiving party, this disclosure was fair and reasonable.

- 4. THAT each party could conceivably have had an adequate knowledge of the assets and liabilities of the other party.
- 5. Both parties acknowledge that they have had a reasonable time to review this Agreement, and consult with legal counsel if necessary, before executing this Agreement.

THEREFORE in consideration of the approaching marriage, and the mutual promises hereinafter set forth and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## EFFECTIVE DATE

This Agreement shall take effect upon the solemnization of marriage of the parties, and will be governed by the applicable laws of the State of Maryland, including any Uniform Premarital Agreement Act that may exist.

## SEPARATE PROPERTY

The present property of Joesph Woodall is the following:

- 1. Lorem ipsum laoreet auctor mi, leo convallis imperdiet.
- 2. Lorem ipsum scelerisque id risus, suspendisse diam nullam.

The present property of Theo Gatlin is the following:

- 1. Lorem ipsum massa suspendisse, lorem.
- 2. Lorem ipsum platea molestie, felis cubilia.
- 3. Lorem ipsum eget suspendisse etiam, risus rhoncus eleifend.
- 4. Lorem ipsum cras posuere, varius nisl.
- 5. Lorem ipsum varius, primis.

The parties may wish for certain items of their present property to be expressly designated as separate property (the 'Separate Property'). Following execution of this Agreement, each of the parties shall separately retain all rights and interests in the Separate Property, including its future appreciation, regardless of the date or means of acquisition. The other party will have no right to or interest in the Separate Property.

Should either party wish to sell, encumber, convey, or otherwise dispose of or realize upon their respective Separate Property, the other party will, upon request, execute any instruments, or join in any deeds, bills of sale, mortgages, or other rights, as may be required to complete the transaction. However, the other party shall not be obligated to execute any instrument which would subject his or her own Separate Property to debts, mortgages, or other encumberances.

Notwithstanding any items that are expressly documented as being owned by both parties, the following property will be deemed as Separate Property:

1. Property that either party owns at the time of execution of this Agreement;

- 2. Property that either party owns after the time of execution of this Agreement;
- 3. Property acquired from the sale, exchange, or disposition of present property, either directly or indirectly, at any time;
- 4. Property acquired by either party with income received during their marriage from property owned by either party;
- 5. any property acquired by a party through an inheritance;
- 6. any winnings from any game, lottery, or sport;
- 7. Income, salary, or wages, acquired before and during this Agreement;
- 8. any savings accrued before and during this Agreement; and
- 9. Lorem ipsum aliquam integer mattis, curabitur ligula torquent..

## SHARED PROPERTY

Certain property owned by both parties as of the date of this Agreement (the 'Shared Property') will remain the property of both parties at all times, regardless of the time and place of acquisition. The Shared Property will be owned and managed by both parties at all times.

The property which will be considered Shared Property is described in the list attached to this Agreement.

Notwithstanding other agreements between the parties which have been documented in writing, in the event of the relationship ending due to separation or death, any Shared Property will be owned equally by the parties. Each party will be entitled to 50% net equity on the Shared Property regardless of the circumstances of acquisition, or the initial financial contribution of each party to the acquisition.

### SEPARATE DEBTS

Certain debts and other financial obligations owed by each party as of the date of this Agreement (the 'Separate Debts') will remain the obligation of such party, regardless of the time and circumstances of acquisition. The other party shall not, at any time, be required to share in or make payments on these debts or obligations.

Notwithstanding any debts that are expressly documented as being shared by both parties, in the event of the relationship ending due to separation or death, all debts will be treated as Separate Debts. As such, they are owed only by one party.

### SHARED DEBTS

Certain debts owed by both parties as of the date of this Agreement (the 'Shared Debts') will remain the obligation of both parties at all times, regardless of the time and place of acquisition.

Notwithstanding other agreements between the parties which have been documented

in writing, in the event of the relationship ending due to separation or death, any Shared Debts will be shared equally by the parties. Each party will be financially responsible for 50% of the Shared Debts regardless of the circumstances of acquisition, or the initial amounts borrowed by each party.

### CHILDREN

The parties affirm that Joesph Woodall has the following dependent child from a previous relationship:

1. Rupert Zepeda born 14

The parties affirm that Theo Gatlin has the following dependent children from a previous relationship:

- 1. Dianne Kessler born 20
- 2. Inger Holton born 16
- 3. Edward Mcmillan born 26
- 4. Oleta Dorman born 10
- 5. Rob Becerra born 25
- 6. Pete Swan born 1

The parties affirm that they have the following 1 child from their relationship together:

1. Chong Doss born 20

The parties understand and accept that, in the event of separation:

- 1. Issues of child custody and support will be governed by Federal laws and/or the laws of the State of Maryland
- 2. The custody and/or support arrangements ordered by the court may affect the terms set forth in this Agreement.

The monthly support payments will continue for November months.

### DIVISION OF PROPERTY

Upon separation of the parties, Theo Gatlin will be provided with the property listed below, as an entitlement to support:

Lorem ipsum quisque eleifend nullam iaculis, pellentesque imperdiet pulvinar porta.

Both parties understand and agree that Theo Gatlin shall only be entitled to this property if the marriage has lasted a minimum of 46.

### ESTATES AND TESTAMENTARY DISPOSITION

Notwithstanding any contrary statements contained in this Agreement, the parties agree that they may, but are not obligated to, will any or all of their respective estates to the other, or the assigns, successors, executors, heirs, or administrators thereof.

The parties understand that they are waiving all rights to each other's estate and assets which they may have otherwise had as the spouse or surviving spouse.

- 1. The rights to any death or survivor benefits or compensation, including, but not limited to, governmental or employer compensation;
- 2. Lorem ipsum diam justo, erat urna.
- 3. Lorem ipsum massa nunc proin, quisque metus.
- 4. Lorem ipsum morbi lacinia aliquam, commodo tempor.
- 5. Lorem ipsum congue, semper.

This Agreement shall not limit or prevent either party from making bequests or gifts to the other party in his or her will or testamentary disposition.

## INTENTION OF THE PARTIES

The parties agree to be bound strictly by the terms set forth in this Agreement at all times, regardless of how their circumstances may change over time.

### DUTY OF GOOD FAITH

The parties agree to act in good faith and fair dealing towards the other, at all times, and in all aspects of this Agreement, in accordance with the fiduciary relationship created between the parties by this instrument.

## FURTHER DOCUMENTATION

The parties agree to provide and execute any further documentation that may be necessary to give full force and effect to the provisions of this Agreement.

### HEADINGS

Headings are inserted for the convenience of the parties only and will not have any bearing on the interpretation or meaning of this Agreement.

### **BINDING EFFECT**

The covenants and obligations set forth in this Agreement shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of both parties.

#### GOVERNING LAW

This Agreement shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the State of Maryland without regard to the present or future locations of each party's residences.

#### SEVERABILITY

If a court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, it is the desire of both parties that any modifications made to these provisions by a court of competent jurisdiction be made only to the extent necessary to ensure that the provisions are enforceable, as determined by the reasonable judgement of the court.

Should any provisions in this Agreement be invalid or unenforceable, those provisions shall have no bearing on the remaining provisions of the agreement. All other provisions will be valid, and fully enforceable; further, any partially unenforceable provisions will be enforced to as great an extent as possible.

#### INTEGRATION

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. There are no other agreements, covenants, representations, and warranties, expressed or implied, oral or written, in relation to the division of the party's assets, liabilities, and property other than the agreements set forth herein. All prior agreements, representations, covenants, and warranties, with respect to the subject matter hereof, are waived, merged, and superseded hereby. This is an integrated agreement.

### TERMINATION OR AMENDMENT

This Agreement may only be terminated or amended if the termination or amendment is documented in writing, and signed by both parties.

IN WITNESS WHEREOF the parties hereunto set their hands and seals as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED

In the presence of:

Joesph Woodall

Theo Gatlin

Witness:

### AFFIDAVIT OF EXECUTION

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### MAKE OATH AND SAY:

- 1. THAT I personally witnessed Joesph Woodall, who is personally known to me and is named in this prenuptial agreement, execute and sign the agreement for the purposes described therein;
- 2. THAT this prenuptial agreement was executed at \_\_\_\_\_, and that I am the subscribing witness thereto; and
- 3. THAT I believe Joesph Woodall to be eighteen (18) years of age or older.

Witness

SWORN BEFORE ME at \_\_\_\_\_, this \_\_\_\_\_ day of

NOTARY PUBLIC

\_\_\_\_, \_\_\_\_

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My Commission Expires:

### AFFIDAVIT OF EXECUTION

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### MAKE OATH AND SAY:

- 1. THAT I personally witnessed Theo Gatlin, who is personally known to me and is named in this prenuptial agreement, execute and sign the agreement for the purposes described therein;
- 2. THAT this prenuptial agreement was executed at \_\_\_\_\_, and that I am the subscribing witness thereto; and
- 3. THAT I believe Theo Gatlin to be eighteen (18) years of age or older.

Witness

SWORN BEFORE ME at \_\_\_\_\_, this \_\_\_\_\_ day of

NOTARY PUBLIC

\_\_\_\_, \_\_\_\_

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My Commission Expires:

#### CERTIFICATE OF INDEPENDENT LEGAL ADVICE

Attorney, DO HEREBY

#### CERTIFY:

- 1. Joesph Woodall, named in the above prenuptial agreement, consulted me in my professional capacity separate and apart from Theo Gatlin.
- 2. I explained fully to Joesph Woodall the nature and effect of the attached prenuptial agreement and he appeared to me to understand its nature and effect.
- 3. I believe that Joesph Woodall was of the age of majority in the Country on the date of execution of this prenuptial agreement.
- 4. I witnessed Joesph Woodall duly sign and execute this prenuptial agreement; further, I am satisfied that he is the person named in this instrument.
- 5. Joesph Woodall acknowledged to me that he executed this prenuptial agreement voluntarily and without any compulsion or influence from any person.

| DATED at | , this day o | f, |
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ATTORNEY

Printed Name: \_\_\_\_\_

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#### CERTIFICATE OF INDEPENDENT LEGAL ADVICE

| I, | , | of |
|----|---|----|
|    |   |    |

Attorney, DO HEREBY

#### CERTIFY:

- 1. Theo Gatlin, named in the above prenuptial agreement, consulted me in my professional capacity separate and apart from Joesph Woodall.
- 2. I explained fully to Theo Gatlin the nature and effect of the attached prenuptial agreement and she appeared to me to understand its nature and effect.
- 3. I believe that Theo Gatlin was of the age of majority in the Country on the date of execution of this prenuptial agreement.
- 4. I witnessed Theo Gatlin duly sign and execute this prenuptial agreement; further, I am satisfied that she is the person named in this instrument.
- 5. Theo Gatlin acknowledged to me that she executed this prenuptial agreement voluntarily and without any compulsion or influence from any person.

| DATED at | , this | day of | , |
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### ATTORNEY

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Printed Name: \_\_\_\_\_