

Pre-Nuptial Agreement

THIS PRE-NUPTIAL AGREEMENT, made this ____ day of July, 2008, by and between JOHN DOE, Party of the First Part, and JANE DOE, Party of the Second part;

W I T N E S S E T H

The Parties are about to marry. In anticipation thereof, they desire to fix and determine by ante-nuptial agreement the rights and claims that will accrue to each of them in the estate and property of the other by reason of the marriage, and to accept the provisions of this agreement in lieu of and in full discharge, settlement, and satisfaction of all such rights and claims.

NOW, THEREFORE, in consideration of the premises and of the marriage, and in further consideration of the mutual promises and undertakings hereinafter set forth, the Parties agree:

1. Mrs. Doe shall receive and accept from John Doe's estate after his death, subject to the conditions set forth in paragraph 2. hereof, the sum of \$_____per month, free of any and all inheritance and estate taxes, in place and stead of, and in full and final settlement and satisfaction of, any and all rights and claims which she might otherwise have had in Mr. Doe's estate and property under any statute or statutes now or hereafter in force in this or any other jurisdiction, whether by way of her right of election to take against Mr. Doe's will, or her share of the estate in intestacy, or otherwise.

2. It is of the essence of this agreement that Mrs. Doe shall be entitled to receive, and shall receive, the aforesaid sum of \$_____per month, if and only if (a) she survives Mr. Doe, (b) the Parties were living together as man and wife at the time of Mr. Doe's death, and (c) they were living together as such continuously from the time of marriage to the date of Mr. Doe's death. If Mrs. Doe does not survive Mr. Doe, or if the Parties were not living together as man and wife at the time of Mr. Doe's death, or if they not live together as such continuously from the time of the marriage until the date of Mr. Doe's death, Mrs. Doe shall not be entitled to receive any sum whatsoever from Mr. Doe's estate; and in such event, her waiver and release of any and all rights and claims she may have had in Mr. Doe's estate, as

more particularly set forth in paragraph 3. hereof, shall be of full force and effect and shall be conclusive and binding on her.

3. Mrs. Doe hereby waives and releases any and all rights and claims of every kind, nature and description that she may acquire as Mr. Doe's surviving spouse in his estate upon his death, including (but not by way of limitation) any and all rights in intestacy, and any and all rights of election to take against Mr. Doe's Last Will and Testament under W. Va. Code 42-3-1, any law amendatory thereof or supplementary or similar thereto, and the same or similar law of any other jurisdiction. This provision is intended to and shall serve as a waiver and release of Mrs. Doe's right of election.

4. Mrs. Doe acknowledges that she has certain property of her own. Mr. Doe hereby waives and releases any and all rights and claims of every kind, nature and description that he may acquire as Mrs. Doe's surviving spouse in her estate upon her death, including (but not by way of limitation) any and all rights in intestacy, and any and all rights of election to take against Mrs. Doe's Last Will and Testament under W. Va. Code 42-3-1, any law amendatory thereof or supplementary or similar thereto, and the same or similar law of any other jurisdiction. This provision is intended to and shall serve as a waiver and release of Mr. Doe's right of election in accordance with any statutory requirement.

5. Each Party shall during his or her lifetime keep and retain sole ownership, control and enjoyment of all property, real and personal, now owned or hereafter acquired by him or her free and clear of any claim by the other.

6. The consideration for this agreement is the mutual promises and waivers herein contained and the marriage about to be solemnized. If the marriage does not take place, this agreement shall be in all respects and for all purposes null and void.

7. Each Party shall, upon the other's request, take any and all steps to execute, acknowledge and deliver to the other Party any and all further instruments necessary or expedient to effectuate the purpose and intent of this agreement.

8. Mrs. Doe hereby acknowledges that Mr. Doe has fully acquainted her with his means and resources; that she has ascertained and weighed all the facts, conditions and circumstances likely to influence her judgment herein; that all matters embodied herein as well as all questions pertinent hereto have been fully and satisfactorily explained to her; that she has given due consideration to such matters and questions; that she clearly understands and consents to all the provisions hereof; that she has had the benefit of the advice of

counsel of her own selection; and that she is entering into this agreement freely, voluntarily and with full knowledge.

9. This agreement contains the entire understanding of the Parties. There are no representations, warranties, promises, covenants or undertakings, oral or otherwise, other than those expressly set forth herein.

10. This agreement shall inure to the benefit of and shall be binding upon the heirs, executors and administrators of the Parties.

WITNESS the following signatures and seals:

_____ (SEAL)

JOHN DOE

_____ (SEAL)

JANE DOE

STATE OF WEST VIRGINIA;

COUNTY OF BRAXTON; TO-WIT:

The foregoing instrument was acknowledged before me this the ____ day of July 1995, by JOHN DOE.

My Commission expires: _____.

NOTARY PUBLIC

STATE OF WEST VIRGINIA;

COUNTY OF BRAXTON; TO-WIT:

The foregoing instrument was acknowledged before me this the ____ day of July 1995, by JANE DOE.

My Commission expires: _____.

NOTARY PUBLIC

PREPARED BY:
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