

THIS AGREEMENT is entered into by and between PATRICK BODE DUBBERT ("BO") and ELIZABETH PAIGE LAURIE ("PAIGE") for the purposes and under the terms and conditions herein set forth:

ARTICLE 1

Recitals

- 1.1 BO and PAIGE currently reside at [REDACTED]
- 1.2 BO and PAIGE intend to be married in or about June 2008.

ARTICLE 2

Purposes of Agreement

2.1 BO and PAIGE each enter into this Agreement in contemplation and consideration of their forthcoming marriage in order to define their respective property rights after marriage. BO and PAIGE each have been advised by their counsel of California Family Code § 852, which requires the express writing of the intention to transmute the character of property. BO and PAIGE each acknowledge that this Agreement is such an express writing and that each of them intends to change the characterization and/or ownership of property which either or both of them may own at the time of their marriage or thereafter acquire.

2.2 BO and PAIGE each intend and desire to forego and avoid such interests which, except as provided in this Agreement, each of them may otherwise acquire in the property and estate of the other as incidents of their marriage relationship.

2.3 BO and PAIGE each intend and desire by this agreement to waive or limit the amount of spousal support a court can order to the extent permitted by the law of the state interpreting and applying this Agreement.

2.4 The recitals set forth in ARTICLE 1 above are expressly made part of this Agreement and are incorporated herein by this reference.

ARTICLE 3

General Disclosure

3.1 BO and PAIGE each recognize that this Agreement is a premarital agreement as defined in the California Family Code and understand and intend that the provisions of this Agreement shall prevail over the provisions of law applicable in the absence of this Agreement.

3.2 Towards these ends, BO and PAIGE each expressly represent that they have been informed by their respective legal counsel as to the rights and obligations they may expect under California law, and their federal and state tax consequences, were they not to alter their property

relationships under this Agreement. BO and PAIGE have been instructed by their respective counsel on various alternatives under the law before agreeing on the terms hereunder relating to property ownership rights, spousal support and other matters addressed by this Agreement.

ARTICLE 4
Property Owned Prior to Marriage

4.1 Attached as Exhibit A is an inventory of significant real and personal property in which BO now has an interest, the extent of those interests, and an estimate of their value and related liabilities.

4.2 Attached as Exhibit B is an inventory of significant real and personal property in which PAIGE now has an interest, the extent of those interests, and an estimate of their value and related liabilities. Exhibit B includes both assets owned by PAIGE directly and assets held in trusts in which PAIGE possesses a beneficial interest. The extent of PAIGE's beneficial interest in various trusts is described in footnotes to Exhibit B. Also attached as Exhibit B are documents containing supporting information and calculations related to assets owned by PAIGE directly and assets held in trusts in which PAIGE possesses a beneficial interest.

4.3 BO and PAIGE have disclosed their respective assets, liabilities and income to each other prior to the execution of this Agreement. BO and PAIGE have attempted to provide a reasonably complete disclosure of their respective property, income and financial obligations. BO and PAIGE each have, prior to the signing of this Agreement, voluntarily and expressly waived any right to any further disclosure. BO and PAIGE each hereby confirm that waiver. Any omissions in the financial disclosures will be deemed inadvertent and immaterial unless it is proved that the omission was both intentional and, if known, would have caused a party not to have entered into this Agreement.

4.4 The value for the assets as shown on Exhibits A and B may differ considerably from the values determined by an independent appraisal. BO and PAIGE each acknowledge that the values set forth on Exhibits A and B are the other party's best estimates, and, with the advice of their respective attorneys, BO and PAIGE each agree to forego obtaining fair market value appraisals of the assets listed on Exhibit A or B.

ARTICLE 5
Disclosure Regarding Income

5.1 BO attaches as Exhibit C a copy of his 2006 federal income tax return so as to provide PAIGE with a more complete disclosure of BO's current income and the character thereof, or if such return is not attached hereto at the time of his execution, BO agrees to provide such return to legal counsel for PAIGE within a reasonable period if requested to do so in writing by PAIGE or her legal counsel.

5.2 PAIGE attaches as Exhibit D a copy of her 2005 federal income tax return, the most recent return she has filed as of the time of the execution of this Agreement, so as to provide BO with a more complete disclosure of PAIGE's current income and the character thereof.

ARTICLE 6

Property of Each Spouse to Be Separate

6.1 PAIGE covenants and agrees that all property of any nature, source or in any place, including, but not limited to, those assets listed on Exhibit A, the income from such assets, all the earnings and income resulting from BO's personal services, skill, effort and work during the marriage and all property acquired by or coming to BO by purchase, gift, bequest, exchange, devise, inheritance, distributions from a trust, profit, rent, accretion, exchange, appreciation, accumulation or increase during the marriage, or by any other means prior to and during the marriage, shall be BO's separate property, shall be enjoyed by BO and shall be subject to BO's disposition as his separate property in the same manner as if no marriage had been entered into, except as specified in Section 6.8, ARTICLE 9 and Section 11.2 below.

6.2 BO covenants and agrees that all property of any nature, source or in any place, including, but not limited to, those assets listed on Exhibit B, the income from such assets, all the earnings and income resulting from PAIGE's personal services, skill, effort and work during the marriage and all property acquired by or coming to PAIGE by purchase, gift, bequest, exchange, devise, inheritance, distributions from a trust, profit, rent, accretion, exchange, appreciation, accumulation or increase during the marriage, or by any other means prior to and during the marriage, shall be PAIGE's separate property, shall be enjoyed by PAIGE and shall be subject to PAIGE's disposition as her separate property in the same manner as if no marriage had been entered into, except as specified in Section 6.8, ARTICLE 9 and Section 11.2 below.

6.3 BO and PAIGE each acknowledge and agree that the other party may be devoting considerable time to the management of his or her respective business interests, and also to the investment of his or her respective income and separate property. BO and PAIGE each agree that notwithstanding the other party's expenditure of time, skill and effort, which may otherwise constitute or create a community interest or asset to which they may have a claim but for this Agreement, the other party's separate property and any proceeds therefrom, and any increase or increment in value which occurs as a result of the other party's activity, shall remain the other party's separate property, and the parties shall obtain no interest therein as community property, quasi-community property, marital property or otherwise.

6.4 BO and PAIGE each acknowledge that they understand and have been advised by their independent counsel that, except for this Agreement, the earnings and income resulting from the personal services, skill, effort and work of the other party during their marriage, including the real and personal property purchased with such earnings and income and a portion of the other party's existing real and personal property maintained with said earnings and income, would be community property in which they would each have a one-half interest, but that, by this Agreement, such earnings and

income and such property acquired of the other party shall be the other party's separate property, free and clear of any actual or potential (be it as community property or otherwise) right, title, interest or claim by such party.

6.5 BO and PAIGE each agree and understand that any gift that he or she may give to the other from his or her separate property or from the parties' community property, if any, shall be the transferee's sole and separate property and shall not be subject to division in the event of a divorce. Any gifts must be made in writing pursuant to Section 6.8 below to become the transferee's separate property.

6.6 Despite the provisions of Section 6.5 above, no contribution by either BO or PAIGE from either his or her separate property or from the parties' community property directed to the care, maintenance, improvement, custody or repair of the separate property of the other, whether such contribution be in the form of money, property, personal services rendered or otherwise, shall in any way (a) alter or convert any of such property, or any part or portion of such property, or any increases in the value of such property, to the parties' community property; or (b) create any right, title, lien, interest or claim whatsoever, in favor of the contributing spouse, in and to the other spouse's separate property and/or any income, rents, profits, issues, distributions, dividends, increases, appreciation, or accumulations in or from the other spouse's separate property.

6.7 BO and PAIGE each shall be free to buy, sell, use, transfer, exchange, abandon, lease, expend, assign, create a security interest in, mortgage, encumber, dispose of or otherwise manage and control such party's separate property, real or personal, without the consent, agreement or participation of the other party and without the necessity of the execution of any deed, consent, assignment or other document by the other party. If it is necessary for one spouse to obtain a quitclaim deed, release or other document from the other spouse in order to buy, sell, use, transfer, exchange, abandon, lease, expend, assign, create a security interest in, mortgage, encumber, dispose of or otherwise manage and control his or her separate property, then the other spouse shall sign such a deed, release or other document. Nevertheless, BO and PAIGE specifically instruct any title officer to authorize the transfer of a party's separate property real estate without the signature of the other.

6.8 Except as otherwise provided in this ARTICLE 6 and in ARTICLE 9 below, property or interests now owned or hereafter acquired by either party, which, by the terms of this Agreement are classified as the separate property of one of them, can only become the separate property of the other or the parties' community property by a written instrument executed by the party whose separate property is being transmuted. If BO or PAIGE execute a deed transferring title to real estate into their community property, such deed shall be sufficient to transmute any separate property interest of the signing party or parties to community property. Similarly, if BO and PAIGE acquire title to any asset as their community property, such asset shall be the parties' community property notwithstanding the separate property contribution of either or both parties in acquiring such asset. BO and PAIGE each specifically agree that the following events shall, under no circumstances, be evidence of any intention by either party of any agreement between them to change their separate property interest into community property:

- (a) The filing of joint tax returns;
- (b) The taking of title to property, whether real or personal, in joint tenancy or in any other joint or common ownership (other than as provided in this Section 6.8 and ARTICLE 9 below);
- (c) The designation of one party by the other as a beneficiary of his or her estate or as trustee or as any other form of a fiduciary;
- (d) The commingling by one party of his or her separate funds or property with the separate funds or property of the other party, including the time, toil, and talent of either of the parties and the pledging of general, joint, separate and community credit for the benefit of the other's separate estate;
- (e) Any oral statement by either party;
- (f) Any written statement by either party other than an express written agreement changing separately owned property into jointly owned property as described in the preceding provisions of this Section 6.8;
- (g) The payment from the funds of either party of any obligations, including, but not limited to, the payment of mortgages, interest or taxes, repairs or improvements on a separately or jointly owned residence;
- (h) The joint occupation of a separately owned residence, or its designation as a homestead.

This Section 6.8 is intended to preclude the creation of community property except as specifically authorized above and in ARTICLE 9 below.

6.9 BO and PAIGE mutually recognize, agree and represent that neither intends to commingle the income from his or her separate property. BO and PAIGE each agree to keep and maintain accounting records and a separate property inventory with respect to his or her own properties so that, at any time, such properties may be accounted for, traced, identified and segregated.

6.10 BO shall be solely responsible for any liabilities, whether in contract, tort or otherwise, arising from BO's separate property assets. PAIGE shall be solely responsible for any liabilities, whether in contract, tort or otherwise, arising from PAIGE's separate property assets. BO and PAIGE each further agree to indemnify and hold the other party harmless from any liabilities arising from his or her separate property assets.

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ARTICLE 7
Loan Proceeds and Debt Obligations

7.1 BO and PAIGE each acknowledge and represent to each other that neither is in default of any obligation to any third party, including, but not limited to, any federal or state tax authority.

7.2 All debts and unsecured obligations of BO and PAIGE, no matter when incurred, shall remain the sole and separate obligations of the party who incurred such obligations, and BO and PAIGE each shall indemnify the other and hold the other harmless from liability therefor. Each party's secured or unsecured obligations shall be paid from such party's separate property.

7.3 BO and PAIGE each recognize that, in managing their separate assets, each party may need the cooperation of the other in executing and delivering any documents required to assist or facilitate such party in the refinancing, extension of or other change in any loans secured by or with respect to his or her separate property or purchasing new separate property with separate funds. BO and PAIGE each agree that the execution and delivery of any such documents shall in no way make the party who executes said documents liable in any way for any indebtedness, and the party owning the property agrees to indemnify and hold the other party harmless from any liability with respect thereto. BO and PAIGE each further agree that any proceeds derived from the reinvestment or refinancing of separate property, as well as any appreciation or substitution with respect to separate property, shall remain the separate property of the acquiring party.

7.4 If either BO or PAIGE borrows funds in his or her sole name for business or personal use, the repayment of these loans shall be the borrowing party's sole responsibility and is the borrowing party's separate property obligation. The funds borrowed and the proceeds of any such loans and all issues and profits therefrom, together with any real or personal property into which the proceeds, issues, and profits are invested or reinvested shall be the borrowing party's separate property regardless of whether the other party co-signs or guarantees the note or whether the lender relied on the parties' general, joint, separate or community property credit. This Section 7.4 specifically varies from California Family Code § 760 which states that property acquired during marriage is presumed to be community and from the "intent of the lender test" wherein the court can look to the intent of the lender to determine the characterization of borrowed funds and assets acquired with borrowed funds.

ARTICLE 8
Pension Plans and Individual Retirement Accounts

8.1 PAIGE recognizes that BO may have interests in qualified or non-qualified pension or profit-sharing plans and individual retirement accounts (collectively, "BO's retirement assets"). BO and PAIGE each agree and understand that BO's retirement assets, including any amounts contributed to or accruing to BO's retirement assets after the parties' marriage, shall be the sole and separate property of BO.

8.2 BO recognizes that PAIGE may have interests in qualified or non-qualified pension or profit-sharing plans and individual retirement accounts (collectively, "PAIGE's retirement assets"). BO and PAIGE each agree and understand that PAIGE's retirement assets, including any amounts contributed to or accruing to PAIGE's retirement assets after the parties' marriage, shall be the sole and separate property of PAIGE.

8.3 BO and PAIGE acknowledge that each party has been advised and understands that he or she may be entitled to survivor benefits under the other party's retirement assets and each party hereby waives all of his or her rights under the other party's retirement assets and acknowledges that such a waiver will deprive the waiving party of any and all such survivor benefits. BO and PAIGE each agree that within three months after the commencement of their marriage, and at any future date when requested, each party will execute all forms required to waive their respective rights to such survivor benefits. The participant spouse shall provide the necessary form to the other party at least 10 days prior to the expiration of the three-month period. If one party dies prior to the time when the other party executes such forms, the surviving party agrees to hold any funds received by him or her from the other party's retirement plans as constructive trustee for the benefit of the other party's otherwise designated beneficiaries and to immediately deliver any such funds to such beneficiaries in accordance with the designation.

ARTICLE 9

Joint Accounts and Community Property

9.1 This ARTICLE 9 sets forth the manner in which BO and PAIGE may create community property by their mutual agreement during their marriage. Nothing in this ARTICLE 9 shall be interpreted to change the intent and meaning of ARTICLE 6, ARTICLE 7 and ARTICLE 8 above which limit the creation of community property.

9.2 BO and PAIGE may establish one or more joint accounts in their joint names ("Joint Account(s)") from which their living expenses will be paid. The amount contributed by either party is entirely discretionary. As used in this Section 9.2, the term "living expenses" includes without limitation all expenses relating to the "necessaries of life," as that term is defined in the California Family Code. PAIGE will be responsible for payment of any living expenses relating to real property owned by PAIGE or held in a trust for PAIGE's benefit and used as the parties' primary residence, ignoring any temporary absences due to vacation or illness.

9.3 The following shall constitute the community property of BO and PAIGE:

(a) All sums deposited into the Joint Account(s), any substitutions thereof, exchanges therefor or increases in value thereto (whether or not such increase in value is due in whole or in part to the contributions or efforts of one party only);

(b) Any property acquired after the date of this Agreement with monies withdrawn exclusively from such Joint Account(s), income from such property, substitutions thereof,

exchanges therefor and increases in value thereto (whether or not such increase in value is due in whole or in part to the contributions or efforts of one party only) and proceeds from the sale of such property; and

(c) Gifts to the parties jointly, including, but not limited to, any property already received from third parties as wedding gifts, before or after the date of this Agreement provided their marriage is consummated.

9.4 In the event of a legal separation, dissolution of marriage or divorce or the death of either party, or at any time it is necessary to determine the parties' respective interests in the community property, BO and PAIGE each agree that community property established pursuant to Section 6.8 or this ARTICLE 9 shall be subject to division to be split equally between BO and PAIGE. BO and PAIGE each further intend that this community property shall be the only property which is subject to division in the event of a divorce or death, and BO and PAIGE each intend that the disposition of said community property would fully satisfy any and all claims either party may have against the other, including any other claims to community property under the California Family Code.

9.5 If either party contributes community property to the other party's separate property (which may or may not be done), each party waives the right to claim reimbursement for those contributions.

ARTICLE 10 Property Settlement Upon Divorce

10.1 If the parties' marriage terminates for any reason other than the death of either party, then the rights of the parties in the separate property and community property, if any, shall be determined under this ARTICLE 10.

10.2 Unless the parties agree otherwise in writing, the separate property of each party shall continue to belong only to that party. Community property, if any, shall be divided equally between the parties as provided in Section 9.4 above. Despite the preceding provisions of this Section, the automobile being used primarily by BO as his personal vehicle at the time of the filing of a judicial action for legal separation or termination of the parties' marriage shall be allocated to BO, subject to any encumbrances, irrespective of the title ownership of such vehicle.

10.3 Property division shall be accomplished immediately on the conclusion of any judicial action that results in a legal separation or termination of the parties' marriage, including a judgment for legal separation, a judgment of invalidity of marriage, a decree of divorce, a judgment for dissolution of marriage, a decree of annulment or otherwise (regardless of which party initiates such legal action).

ARTICLE 11
Property Settlement Upon Death of Either Party

11.1 Upon the death of one of the parties during their marriage, except as otherwise stated in Section 11.2 below, the deceased party shall have the right to give, devise or bequeath his or her separate property and his or her one-half share of the community property, if any, to any one or more persons (including the other party) or entities, as that party shall decide. Except as stated in Section 11.2 below, neither BO nor PAIGE shall have any obligation to provide for each other on death.

11.2 If (a) PAIGE dies before BO, and (b) BO and PAIGE are married and living together at the time of PAIGE's death, ignoring any temporary absences due to vacation, illness or employment, then PAIGE shall cause to be transferred on her death by gift, devise or bequest to BO, outright and free of trust, the following:

<u>Duration of Marriage</u>	<u>Amount</u>
Less than one year	\$150,000
One year, but less than two years	\$540,000
Two years, but less than four years	\$1,200,000
Four years, but less than six years	\$1,500,000
Eight years, but less than 10 years	\$2,250,000
10 years, but less than 12 years	\$3,000,000
12 years, but less than 15 years	\$3,750,000
15 years, but less than 18 years	\$5,250,000
18 years but less than 20 years	\$6,000,000
20 years but less than 30 years	\$9,000,000
30 years or more	\$15,000,000

For purpose of this Section 11.2, the duration of the parties' marriage shall be measured from the date of marriage to the date of PAIGE's death:

ARTICLE 12
Taxes and Returns

12.1 The federal and state income tax on a party's salary may be paid either out of that

party's separate property or by withholding from that party's salary. BO and PAIGE each agree to use their good faith efforts to pay their federal and state income taxes on their respective separate property income with their separate property funds and their federal and state income taxes on their community property, if any, from their community property funds. This provision does not give either party the right to protest the source of payment of federal and state income taxes once the tax returns are filed and all tax liabilities reflected on the tax returns are paid. All federal and state tax returns are final as between the parties for the year they are filed. Neither party shall have an obligation to file a joint tax return or consent to split gifts. BO and PAIGE each agree to indemnify and hold the other party harmless from any taxes on his or her separate income or from any interest and penalties due from the non-payment of taxes due on his or her separate income and gifts, whether reported on a separate or joint tax return.

ARTICLE 13

Mutual Waiver of Marital and Cohabitation Rights

13.1 BO and PAIGE mutually agree that each of them relinquishes, disclaims, releases and forever gives up any and all right, claim or interest, actual, inchoate or contingent, in law or equity, in which either of them may acquire an interest in the other party's separate property by reason of their contemplated marriage, including, but not limited to:

- (a) Rights arising out of the community property law, except the rights specifically set forth in Section 6.3 and ARTICLE 9 above;
- (b) The right to a family allowance;
- (c) The right to a probate homestead;
- (d) The rights or claims of dower, curtesy, or any statutory substitutes therefor, as provided by the statutes of the state in which either of them may die, are domiciled or in which they may own real property;
- (e) The right to take under the laws of intestate succession;
- (f) The right of election to take against the Will of the other;
- (g) The right to take under the laws of equitable distribution (as defined in Section 13.2 below);
- (h) The right to declare a homestead in the separate property of the other;
- (i) The right to act as conservator of the person or estate of the other; and
- (j) The right to act as administrator or personal representative of the estate of the other.

13.2 As provided in this Agreement, neither party shall have any interest in the separate property of the other. Both parties understand that the laws of many states give courts the power to require a husband or a wife, upon separation, dissolution of marriage or divorce, to transfer a share of his or her property, whether separate property, marital property or community property, to his or her spouse. This power is sometimes referred to as the power to require "equitable distribution." Neither party wishes a court to have this power. Therefore, each party hereby waives any right he or she would have had, in the absence of this Agreement, to receive a share of the separate property of the other upon separation or divorce and agrees that, if the parties are separated or divorced, he or she will not assert any claim to receive a share of the separate property of the other, whether by way of equitable distribution or otherwise.

13.3 BO and PAIGE each relinquish, disclaim, release and give up any and all right, claim or interest, actual, inchoate or contingent, in law or equity, in which either of them has already acquired or may hereafter acquire arising out of or based in any manner upon their cohabitation prior to or during their marriage by any statute, law, judicial decision, common law, custom, practice, contract (whether express or implied-in-fact or in-law) or undertaking of any nature or kind whatsoever, including without limitation, any right, title, interest and duty arising under or based in any manner upon the decision rendered by the California Supreme Court in Marvin v. Marvin, 18 C. 3d 660, 557 P.2d 106, 134 Cal. Rptr. 815 (1976), or any legal theory or doctrine therein mentioned or hereafter approved.

13.4 Notwithstanding any other provision of this Agreement, either party may transfer, convey, devise or bequeath any property to the other, or nominate the other as executor or other fiduciary. Neither party intends by this Agreement to limit or restrict in any way the right to receive any such transfer, conveyance, devise or bequest from the other, or to act as such fiduciary if so nominated.

ARTICLE 14 Waiver or Limitation of Spousal Support

14.1 BO and PAIGE each want this Agreement to resolve their respective rights and obligations regarding spousal support in the event their marriage terminates by reason of a legal separation, dissolution of marriage or divorce. Moreover, BO and PAIGE each wish to waive or limit any right to spousal support in the event of a legal separation, dissolution of marriage or divorce, except as provided in the following provisions of this ARTICLE 14. Because of their mutual desire to waive or limit the amount and duration of spousal support, BO and PAIGE hereby agree that the following terms shall govern the parties' rights and obligations to spousal support in the event that their marriage terminates by reason of legal separation, dissolution of marriage or divorce.

14.2 In the event the parties commence living separate and apart from one another, and one later files an action for legal separation, dissolution of marriage or divorce, PAIGE will pay to BO the sum of Thirty Thousand Dollars (\$30,000) per month in spousal support, which payments shall commence on the date the parties begin to live separate and apart from each other (assuming one later

files an action for legal separation, dissolution of marriage or divorce) and continue for a period equal to one-half (1/2) of the duration of the marriage, regardless of the duration of the marriage (the "Agreed Spousal Support"). The amount of the monthly Agreed Spousal Support payment has been calculated and agreed upon by the parties based on the mutual desire to provide to BO an estimated after-tax payment of approximately Fifteen Thousand Dollars (\$15,000) per month based on an assumed 50% effective income tax rate. The actual effective rate of tax payable by BO on Agreed Spousal Support payments or his other income shall not alter the amount of the Agreed Spousal Support. For purposes of this Section 14.2, the duration of marriage shall be calculated from the date of marriage to the date of entry of a judgment of legal separation, dissolution of marriage or divorce, whichever occurs first. A credit shall be given to PAIGE for the amount of any temporary spousal support paid to BO pursuant to this Agreement or any other written agreement between the parties or by court order. For example, if after a four-year marriage, temporary spousal support has been paid for one year, PAIGE would be obligated to pay BO spousal support for an additional one year. Notwithstanding the preceding provisions of this Section 14.2, PAIGE's obligation to pay the Agreed Spousal Support shall permanently terminate upon the death of either party or upon BO's remarriage. The amount and duration of the Agreed Spousal Support shall not be subject to modification under any circumstances, including without limitation any change in income or other condition affecting either party. In addition, BO and PAIGE waive the right to modify the amount or duration of PAIGE's obligation to provide spousal support, except in the manner provided in ARTICLE 15 of this Agreement.

14.3 BO and PAIGE expressly acknowledge and confirm that in agreeing to the duration and amount of the Agreed Spousal Support set forth above, each of them has carefully considered the potential impact of inflation and other factors that could increase the cost of maintaining their standard of living and the potential tax consequences to both parties of all of the options available to them. Each party acknowledges that he or she is capable of supporting himself or herself and that each has supported himself or herself without contribution from others during his or her adult life. Each of the parties acknowledges that he or she has the earning ability to continue to support himself or herself without the assistance of the other. BO understands that by agreeing to accept the Agreed Spousal Support pursuant to this Agreement, he is waiving his right to live according to the standard of living or lifestyle he may enjoy during the marriage. PAIGE understands that even if her income is significantly less at the time the Agreed Spousal Support would have to be paid, she will still be obligated to pay the Agreed Spousal Support pursuant to this Agreement.

14.4 Any spousal support payable by PAIGE to BO shall be deductible by PAIGE for federal and state income tax purposes as an alimony payment and includible as alimony (spousal support) income by BO for federal and state income tax purposes. If BO fails to report the payments of spousal support received by him as income for federal or state income tax purposes and as a result of such failure PAIGE is subsequently assessed for additional income taxes, BO shall indemnify PAIGE and hold her harmless from and against any and all federal or state income tax liabilities (including, without limitation, taxes, interest and penalties) arising from such assessments and all costs and expenses incurred by PAIGE in contesting such assessments. Notwithstanding the foregoing, in

the event the deductibility of spousal support would be subject PAIGE to "recapture" under Internal Revenue Code Section 71 or any successor statute or regulation, (a) the amount of the Agreed Spousal Support shall not be deductible by PAIGE nor taxed to BO and shall be recalculated during the applicable "recapture" period (currently the first three post-separation years) by deducting from the Agreed Spousal Support otherwise payable an amount equal to the income tax payable by PAIGE on each payment based on her highest marginal tax rate (federal and state) in effect at the time of such payment and (b) at such time as PAIGE may deduct payment of the Agreed Spousal Support from her income without "recapture," the spousal support shall be deductible to PAIGE and taxable to BO and the full amount of Agreed Spousal Support payment shall be paid.

14.5 Except as provided in this ARTICLE 14, each party hereby expressly waives any right to spousal support in the event of a legal separation or dissolution of marriage to the full extent allowed under California law or the law of any state with jurisdiction over the parties. In the event the parties begin to live separate and apart from each other, or of a legal separation, dissolution of marriage or divorce, neither party shall be entitled to receive any spousal support, either temporary or permanent for any length of time, regardless of the circumstances of the parties other than BO's right to receive the Agreed Spousal Support under this Agreement. No party shall seek and no court shall have jurisdiction to award permanent or temporary spousal support, alimony or maintenance to either party other than the Agreed Spousal Support provided herein.

14.6 BO and PAIGE each have been advised by their respective counsel that courts may not enforce provisions of premarital agreements which limit or prescribe spousal support rights upon the parties' living separate and apart from each other, legal separation, dissolution of marriage or divorce, and even if the courts are willing to enforce waivers of spousal support rights set forth in premarital agreements, the legislature may enact new legislation barring the waiver of spousal support in premarital agreements. Nevertheless, because of their desire to limit the amount and duration of spousal support, BO and PAIGE each hereby agree that the provisions of this ARTICLE 14 shall govern their rights and obligations should they live separate and apart from each other or should their marriage terminate by reason of a legal separation, dissolution of marriage or divorce.

ARTICLE 15 Modification of Agreement

15.1 This Agreement may be modified only by the mutual consent of BO and PAIGE at any time by a writing executed by both of them and their respective attorneys. The attorneys shall attach their certifications to any such modification in the same form as those that are attached to this Agreement. The modification agreement must refer specifically to this Agreement. This Agreement may not be modified, altered, amended or revoked in any other way, whether orally, indirectly, by conduct, by full or partial performance.

ARTICLE 16
Confidentiality of Both Parties' Disclosures

16.1 BO and PAIGE each understand that the information that has been disclosed to them as to the nature and extent of the other party's income, property, net worth and financial circumstances is confidential, and each of them agrees not to disclose such information to anyone else, with the exception of their respective counsel and accountants. The provisions of this Section 16.1 shall be effective immediately upon the signing of this Agreement and shall apply, survive and be enforceable even if the parties do not marry. This provisions of this Section 16.1 shall not preclude either party from submitting this Agreement to a court of competent jurisdiction to enforce its terms.

ARTICLE 17
Construction of Agreement

17.1 The provisions of this Agreement shall not be construed to prevent either party from bringing an action for termination of the marriage in any court of competent jurisdiction upon such grounds as they shall elect or as they may be advised. This Agreement may be offered in evidence in any proceeding for termination of the marriage instituted by either party and shall, to the extent possible and appropriate, be incorporated into such divorce decree or judgment of dissolution of marriage, but notwithstanding such incorporation, shall not be merged therein.

ARTICLE 18
Legal Representation

18.1 PAIGE hereby represents and warrants that she has been represented by Jonathan C. Lurie of the law firm of McDermott Will & Emery LLP, independent counsel of her own choosing, in the explanation, negotiation, drafting and execution of this Agreement, and was represented by said counsel at the time this Agreement was signed. BO acknowledges that he has been represented by Marshall A. Rutter of the law firm of Rutter Hobbs & Davidoff, Incorporated, independent counsel of his own choosing, in the explanation, negotiation, drafting and execution of this Agreement, and was represented by said counsel at the time this Agreement was signed.

18.2 BO and PAIGE each acknowledge that they have been informed by their respective counsel of the provisions of the Uniform Premarital Agreement Act (California Family Code § 1600 et seq. or comparable statute).

18.3 BO and PAIGE each acknowledge that he or she has read this entire Agreement and has had its meaning and legal consequences fully and satisfactorily explained to him or her, as well as had his or her questions answered by his or her respective counsel; that he or she has ascertained and weighed all the facts, conditions and circumstances likely to influence his or her judgment herein; that he or she understands and is completely satisfied with its provisions and its legal, as well as its practical, ramifications and effect; that he or she is entering into this Agreement freely and voluntarily

and with full knowledge of the facts stated therein; and that this Agreement will be legally binding when signed by both parties and their attorneys.

18.4 BO and PAIGE each agree that there have been no promises, agreements or undertakings by either of them to the other, except as set forth above, relied upon by either party as a matter of inducement to enter into this Agreement. This Agreement contains the full, complete, and entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements and understandings relating to the subject matter hereof. There are no representations, agreements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

18.5 BO and PAIGE each agree and acknowledge that the Certifications of Attorney attached to this Agreement are not intended to be and is not a waiver of the attorney-client privilege.

18.6 BO and PAIGE each agree and acknowledge that he or she enters into this Agreement voluntarily, free from duress, fraud, undue influence, coercion or misrepresentation of any kind, and that he or she fully understands the contents, legal effect, and consequences of entering into this Agreement.

ARTICLE 19
Attorneys' Fees and Costs

19.1 If either party reasonably retains counsel for the purpose of enforcing or preventing the breach of any provision of this Agreement, for damages by reason of any alleged breach of any provision hereof, for a declaration of such party's rights or obligation hereunder or for any other judicial remedy, then if such matter is settled by judicial determination (which term includes arbitration and includes a determination by a sitting or retired judge or other mutually agreeable neutral), the prevailing party (whether at trial or on appeal) shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for costs and expenses incurred thereby, including, without limitation, reasonable, itemized and documented attorneys' fees and costs for the services rendered to such prevailing party.

ARTICLE 20
Waiver

20.1 BO and PAIGE mutually agree that the failure of either of them, at any time, to require the other party to perform any of the terms, provisions and conditions herein shall in no way affect their rights thereafter to enforce the same, nor shall a waiver by either of them, or any breach of any of the terms, conditions or provisions herein, be taken or held to be a waiver of any succeeding breach of any such term, provision and condition or as a waiver of the term, provision or condition itself. In order for a waiver to be binding, it must be in writing signed by the waiving party.

ARTICLE 21
Governing Law

21.1 This Agreement is entered into in the State of California and shall be construed and interpreted under and in accordance with its laws, whether or not BO and PAIGE are residing in the State of California at the time.

21.2 BO and PAIGE each intend that the provisions of this Agreement limiting each party's rights in the other party's separate property or estate, or in the case of separation, dissolution of marriage or divorce, shall apply (a) to real estate or other immovables located in any jurisdiction, and (b) in the event either or both of them reside outside of the State of California.

21.3 Should any term, provision, covenant or condition of this Agreement, or any clause or part thereof, be held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the term, provision, covenant or condition held to be invalid, illegal, void or unenforceable shall be deleted from this Agreement, and the balance of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE 22
General Provisions

22.1 Except as otherwise provided, this Agreement shall become effective as of the date BO and PAIGE are married.

22.2 This Agreement shall bind and inure to the benefit of BO and PAIGE and their respective heirs, beneficiaries, personal representatives, successors and assigns.

22.3 The present tense as used in this Agreement refers to matters as of its effective date.

22.4 The captions of this Agreement are employed solely for convenience and are not to be used as an aid in interpretation of any provision of this Agreement.

22.5 Whenever the singular number is used in this Agreement, when required by the context, the singular shall include the plural; and the masculine, feminine and neuter genders shall each include the others; and, the word "person" shall include corporation, firm, partnership, joint venture, trust or estate.

22.6 The word "divorce" and the phrase "dissolution of marriage" are used interchangeably herein.

¶

¶

22.7 The form of this agreement has been prepared, and negotiations in connection herewith have been carried on, by both parties and their attorneys, and this Agreement shall be construed simply and fairly and not strictly for or against either of the parties.

IN WITNESS WHEREOF, the parties have executed this Premarital Agreement on the day and year first above written.

"BO"


PATRICK BODE DUBBERT

Dated: 8/10/07

"PAIGE"

ELIZABETH PAIGH LAURIE

Dated: _____

LA999 1503451-7.066320.0012

22.7 The form of this agreement has been prepared, and negotiations in connection herewith have been carried on, by both parties and their attorneys, and this Agreement shall be construed simply and fairly and not strictly for or against either of the parties.

IN WITNESS WHEREOF, the parties have executed this Premarital Agreement on the day and year first above written.

"BO"

Patrick Bode Dubbert
PATRICK BODE DUBBERT

Dated: 8/10/07

"PAIGE"

Elizabeth Paige Laurie
ELIZABETH PAIGE LAURIE

Dated: 8-14-07

CERTIFICATION OF ATTORNEY FOR PROSPECTIVE WIFE

The undersigned hereby certifies that he is an attorney at law, duly licensed and admitted to practice in the State of California; that he has been employed by ELIZABETH PAIGE LAURIE, a party to this Agreement, and that he has advised such party with respect to this Agreement, and explained to her the meaning and legal effect of it; and that ELIZABETH PAIGE LAURIE has acknowledged her full and complete understanding of this Agreement and its legal consequences, and has stated to me that she freely and voluntarily executed the Agreement.

Dated: _____, 2007

McDERMOTT WILL & EMBRY LLP

By: _____
Jonathan C. Lurie
Attorneys for ELIZABETH PAIGE LAURIE

CERTIFICATION OF ATTORNEY FOR PROSPECTIVE WIFE

The undersigned hereby certifies that he is an attorney at law, duly licensed and admitted to practice in the State of California; that he has been employed by ELIZABETH PAIGE LAURIE, a party to this Agreement, and that he has advised such party with respect to this Agreement, and explained to her the meaning and legal effect of it; and that ELIZABETH PAIGE LAURIE has acknowledged her full and complete understanding of this Agreement and its legal consequences, and has stated to me that she freely and voluntarily executed the Agreement.

Dated: 8/14, 2007

McDERMOTT WILL & EMERY LLP

By: J. Laurie

Jonathan C. Laurie

Attorneys for ELIZABETH PAIGE LAURIE

CERTIFICATION OF ATTORNEY FOR PROSPECTIVE HUSBAND

The undersigned hereby certifies that he is an attorney at law, duly licensed and admitted to practice in the State of California; that he has been employed by PATRICK BODE DUBBERT, a party to this Agreement, and that he has advised such party with respect to this Agreement, and explained to him the meaning and legal effect of it; and that PATRICK BODE DUBBERT has acknowledged his full and complete understanding of this Agreement and its legal consequences, and has stated to me that he freely and voluntarily executed the Agreement.

Dated: _____, 2007

RUTTER HOBBS & DAVIDOFF
INCORPORATED

By: _____
Marshall A. Rutter
Attorneys for PATRICK BODE DUBBERT

CERTIFICATION OF ATTORNEY FOR PROSPECTIVE HUSBAND

The undersigned hereby certifies that he is an attorney at law, duly licensed and admitted to practice in the State of California; that he has been employed by PATRICK BODE DUBBERT, a party to this Agreement, and that he has advised such party with respect to this Agreement, and explained to him the meaning and legal effect of it; and that PATRICK BODE DUBBERT has acknowledged his full and complete understanding of this Agreement and its legal consequences, and has stated to me that he freely and voluntarily executed the Agreement.

Dated: Aug 10, 2007

RUTTER HOBBS & DAVIDOFF
INCORPORATED

By: Marshall A. Rutter
Marshall A. Rutter
Attorneys for PATRICK BODE DUBBERT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2007 before me, _____ personally appeared, ELIZABETH PAIGE LAURIE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

[Seal]

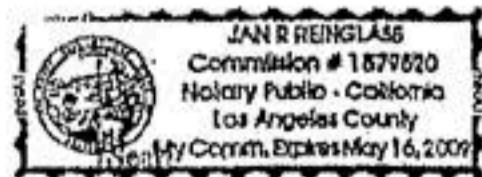
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On August 10, 2007 before me, Jan R. Reinglass personally appeared, PATRICK BODÉ DUBBERT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jan R. Reinglass

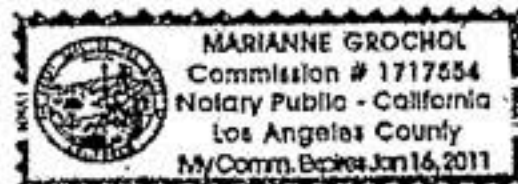


STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On August 14, 2007 before me, Marianne Grochol personally appeared, ELIZABETH PAIGE LAURIE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature Marianne Grochol

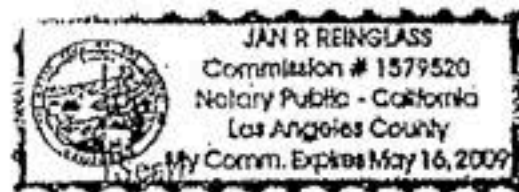
[Seal]

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On August 10, 2007 before me, Jan R. Reinglass personally appeared, PATRICK BODE DUBBERT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature Jan R. Reinglass