Prenuptial Agreement

THIS AGREEMENT MADE THIS 5th day of April, 2017

BETWEEN:

Clifford Mann of 4676 Bemis Avenue

- AND -

Angie Bernstein of 5750 Garfield Blvd

BACKGROUND

Clifford Mann and Angie Bernstein, 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, and each party has provided a summary of such information, in writing, to the other. Each party acknowledges that they have been provided with the opportunity to fully examine the disclosures of the other party. 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.
- 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 Province of New Brunswick, including any Uniform Premarital Agreement Act that may exist.

SEPARATE PROPERTY

The present property of Clifford Mann is the following:

- 1. Lorem ipsum id, ac.
- 2. Lorem ipsum dolor tempus hendrerit, quisque egestas.
- 3. Lorem ipsum netus sed, neque.
- 4. Lorem ipsum rhoncus pretium nullam, accumsan nec.

The present property of Angie Bernstein is the following:

- 1. Lorem ipsum ad lorem, dolor.
- 2. Lorem ipsum platea est venenatis, amet est.
- 3. Lorem ipsum nisi aenean elementum, rutrum senectus.
- 4. Lorem ipsum luctus purus arcu, lacinia vivamus.
- 5. Lorem ipsum hac quis nisl, auctor quam.
- 6. Lorem ipsum sit nam mi, sollicitudin sit donec.

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.

In the event of the relationship ending due to separation or death, the relevant legislation of the Province of New Brunswick will determine the ownership of the

property.

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.

- 1. Lorem ipsum quisque diam nunc, lectus platea felis.
- 2. Lorem ipsum tristique ante placerat, magna potenti.
- 3. Lorem ipsum morbi magna hac, cras vivamus.
- 4. Lorem ipsum pulvinar, luctus.
- 5. Lorem ipsum non nisi, dapibus suspendisse.
- 6. Lorem ipsum porta lectus ultrices, habitasse rhoncus tempus.
- 7. Lorem ipsum augue, lectus.
- 8. Lorem ipsum eleifend porta, magna nunc.

In the event that a party co-mingles Separate Property and Shared Property, the Separate Property will be presumed to be jointly owned unless a party can reasonably show that he or she has sole ownership of the Separate Property.

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.

Either party is allowed to transfer property to the other, either as a gift or for value, any present or future property, so long as such transactions are documented in writing.

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, the following debts will be deemed as Separate Debts:

- 1. Debts one party owed prior to the signing of this Agreement;
- 2. Debts one party accrues after the signing of this Agreement; and
- 3. Lorem ipsum fames eget, tempor consectetur vestibulum commodo, at congue...

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 any contrary statements contained herein, the debts which will be considered Shared Debts are 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 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 Clifford Mann has the following dependent children from a previous relationship:

- 1. Allison Griggs born 24
- 2. Chieko Coe born 2
- 3. Willis Hoffman born 14
- 4. Leeann Kincaid born 5
- 5. Valentine Blanchard born 27

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

1. Ulysses Braden born 14

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 Province of New Brunswick
- 2. The custody and/or support arrangements ordered by the court may affect the terms set forth in this Agreement.

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 Province of New Brunswick without regard to the present or future locations of each party's residences.

ADDITIONAL PROVISIONS

1. Lorem ipsum faucibus hac, primis quis sociosqu, pharetra rutrum.

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.

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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 he day of April, 2017.	ereunto set their hands and seals as of the 5th
SIGNED, SEALED AND DELIVERED	
In the presence of:	
Clifford Mann	Angie Bernstein
Witness:	

AFFIDAVIT OF EXECUTION

Ι, _	, of,
MA	AKE OATH AND SAY:
1.	THAT I personally witnessed Clifford Mann, 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 Clifford Mann to be eighteen (18) years of age or older.
	tness
SV	VORN BEFORE ME at, this 5th day of April, 2017.
	OTARY PUBLIC Commission Expires:

AFFIDAVIT OF EXECUTION

Ι, _	, of,
M	AKE OATH AND SAY:
1.	THAT I personally witnessed Angie Bernstein, 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 Angie Bernstein to be eighteen (18) years of age or older.
	tness
SV	VORN BEFORE ME at, this 5th day of April, 2017.
N(DTARY PUBLIC
My	Commission Expires:

CERTIFICATE OF ACKNOWLEDGMENT

- 1. This document was acknowledged under oath to my satisfaction by Clifford Mann apart from Angie Bernstein
- 2. Clifford Mann acknowledged to me:
 - a. THAT he is aware of this agreement and fully understands its terms and conditions.
 - b. That he is aware of the fact that, in executing this instrument, he may be giving up claims to property that he may have otherwise had under the relevant legislation.
 - c. THAT he is executing this document freely and under no compulsion or duress from Angie Bernstein.

DATED at	, this 5th day of April, 2017.
NOTARY PUBLIC	
Printed Name:	
My Commission Expires:	

CERTIFICATE OF ACKNOWLEDGMENT

- This document was acknowledged under oath to my satisfaction by Angie Bernstein apart from Clifford Mann
- 2. Angie Bernstein acknowledged to me:
 - a. THAT she is aware of this agreement and fully understands its terms and conditions.
 - b. That she is aware of the fact that, in executing this instrument, she may be giving up claims to property that she may have otherwise had under the relevant legislation.
 - c. THAT she is executing this document freely and under no compulsion or duress from Clifford Mann.

DATED at	, this 5th day of April, 2017.
NOTARY PUBLIC	
Printed Name:	_
My Commission Expires:	

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

	Barrister and Solicitor, DO		
HE	REBY CERTIFY:		
1.	Clifford Mann, named in the above prenuptial agreement, consulted me in my		
	professional capacity separate and apart from Angie Bernstein.		
2.	. I explained fully to Clifford Mann the nature and effect of the attached prenuptial agreement and he appeared to me to understand its nature and effect.		
3.	 I believe that Clifford Mann was of the age of majority in the Country on the date of execution of this prenuptial agreement. 		
4.	I witnessed Clifford Mann duly sign and execute this prenuptial agreement; further, I am satisfied that he is the person named in this instrument.		
5.	Clifford Mann acknowledged to me that he executed this prenuptial agreement voluntarily and without any compulsion or influence from any person.		
DΑ	TED at, this 5th day of April, 2017.		
BA	RRISTOR AND SOLICITOR		
Pri	nted Name:		

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

Ι, _	, of		
	Attorney, DO HEREBY		
CE	RTIFY:		
1.	Angie Bernstein, named in the above prenuptial agreement, consulted me in my professional capacity separate and apart from Clifford Mann.		
2.	. I explained fully to Angie Bernstein the nature and effect of the attached prenuptial agreement and she appeared to me to understand its nature and effect.		
3.	 I believe that Angie Bernstein was of the age of majority in the Country on the date of execution of this prenuptial agreement. 		
4.	 I witnessed Angie Bernstein duly sign and execute this prenuptial agreement; further, I am satisfied that she is the person named in this instrument. 		
5.	 Angie Bernstein acknowledged to me that she executed this prenuptial agreemen voluntarily and without any compulsion or influence from any person. 		
DA	ATED at, this 5th day of April, 2017.		
AT	TORNEY		
Pri	inted Name:		

FIRST PARTY'S FINANCIAL STATEMENT

I, Clifford Mann, hereby certify that the following financial information is accurate

according to the best of my knowledge and belief: Social Security Number: ______ Date of Birth: **SECTION 1: EMPLOYMENT AND INCOME** Employer: Employer's address: Pay period: Rate of pay: \$_____ Gross monthly income from employment: \$_____ Gross monthly income from other sources (TOTAL): \$______ Spousal Support from Previous Marriage: \$ Child Support from Previous Marriage: \$_____ Disability Benefits: \$___ Unemployment Compensation: \$_____ Worker's Compensation: \$_____ Social Security Benefits: \$_____ Pension, Retirement or Annuity Payments: \$_____ Income from Royalties, Trusts, or Estates: \$______ Rental Income (income minus expenses): \$_____ Interest and Dividends: \$_____ Other Recurring Income: \$_____ Gross Monthly Deductions (TOTAL): \$______ Court Ordered or Contractual Child Support Payments: \$______ Other Court Deductions: \$_____ Federal, State, and Local Income Taxes: \$_____ FICA or Self-Employment Tax: \$_____ Health Insurance Payments: \$______ Mandatory Union Dues: \$_____ Mandatory Retirement: \$_____ _____: \$______: : \$: \$______: \$_____: \$_____:

Royalty, Deferred Commission, Annuity and other non-Real Estate contracts

Title of Contract
Date of Contract
Estimated Monthly Value: \$
Title of Contract
Date of Contract
Estimated Monthly Value: \$
Title of Contract
Date of Contract
Estimated Monthly Value: \$
Title of Contract
Date of Contract
Estimated Monthly Value: \$

SECTION 2: ASSETS

Motor Vehicles

Year:	
Make:	
Model:	
VIN#:	
Value: \$	
Year:	
Make:	
Model:	
VIN#:	
Value: \$	
Year:	
Make:	
Model:	
VIN#:	
Value: \$	
Year:	
Make:	
Model:	
VIN#:	
Value: \$	
Boats and Other Vehicles	
Year:	
Make:	
Model:	
Reg or ID#:	
Value: \$	
Year:	
Make:	
Model:	
Reg or ID#:	
Value: \$	
Year:	
Make:	
Model:	
Reg or ID#:	
Value: \$	

V	
Year:	
Make:	
Model:	
Reg or ID#:	
Value: \$	_
Business Ownership or Interests	
(includes regular business partnerships an	d partnership interests including real estate
partnerships)	
Name:	
Value: \$	
ναιας. ψ	
Name:	_
Value: \$	
Name:	
Value: \$	
ναιασ. ψ	
Name:	
Value: \$	
Limited Liability Company (LLC) Ownershi Name: Value: \$	
Name:	
Value: \$	
Name:	
Value: \$	
Name:	
Value: \$	
Other Assets	
Type / Name:	
Type / Name:	
Value: \$	
Type / Name:	
Value: \$	

Type / Name:	 	_
Value: \$	 	
Type / Name:		_
Value: \$		
Total Assets: \$		

SECTION 3: LIABILITIES

Creditor:	
Collateral / Security:	
Collateral / Security:	
Creditor:	
Collateral / Security:	
Creditor:	
Creditor:	
Creditor:	
otal Liabilities \$	

The above information is correct to the best of my knowledge, and is based upon information currently available to me. This information is being provided as an integral part of a prenuptial agreement, and this statement shall be attached to said prenuptial agreement.
Clifford Mann
Date
SECOND PARTY'S VERIFICATION OF RECEIPT
I, Angie Bernstein, hereby acknowledge receiving a copy of Clifford Mann's foregoing
Financial Statement on(date).
Angie Bernstein
Date

SECOND PARTY'S FINANCIAL STATEMENT

I, Angie Bernstein, hereby certify that the following financial information is accurate

according to the best of my knowledge and belief: Social Security Number: ______ Date of Birth: **SECTION 1: EMPLOYMENT AND INCOME** Employer: Employer's address: Pay period: _____ Rate of pay: \$_____ Gross monthly income from employment: \$_____ Gross monthly income from other sources (TOTAL): \$______ Spousal Support from Previous Marriage: \$ Child Support from Previous Marriage: \$_____ Disability Benefits: \$__ Unemployment Compensation: \$_____ Worker's Compensation: \$_____ Social Security Benefits: \$_____ Pension, Retirement or Annuity Payments: \$_____ Income from Royalties, Trusts, or Estates: \$______ Rental Income (income minus expenses): \$_____ Interest and Dividends: \$_____ Other Recurring Income: \$_____ Gross Monthly Deductions (TOTAL): \$______ Court Ordered or Contractual Child Support Payments: \$_____ Other Court Deductions: \$_____ Federal, State, and Local Income Taxes: \$_____ FICA or Self-Employment Tax: \$_____ Health Insurance Payments: \$______ Mandatory Union Dues: \$_____ Mandatory Retirement: \$_____ _____: \$______: : \$: \$______: \$_____: \$_____:

Royalty, Deferred Commission, Annuity and other non-Real Estate contracts

Title of Contract
Date of Contract
Estimated Monthly Value: \$
Title of Contract
Date of Contract
Estimated Monthly Value: \$
Title of Contract
Date of Contract
Estimated Monthly Value: \$
Title of Contract
Date of Contract
Estimated Monthly Value: \$

SECTION 2: ASSETS

Motor Vehicles

Year:	
Make:	
Model:	
VIN#:	
Value: \$	
Year:	
Make:	
Model:	
VIN#:	
Value: \$	
Year:	
Make:	
Model:	
VIN#:	
Value: \$	
Year:	
Make:	
Model:	
VIN#:	
Value: \$	
Boats and Other Vehicles	
Year:	
Make:	
Model:	
Reg or ID#:	
Value: \$	
Year:	
Make:	
Model:	
Reg or ID#:	
Value: \$	
Year:	
Make:	
Model:	
Reg or ID#:	
Value: \$	

Year:	
Make:	
Model:	
Reg or ID#:	<u></u>
Value: \$	
Business Ownership or Interests	
(includes regular business partnerships and	partnership interests including real estate
partnerships)	
Name:	
Value: \$	_
Name:	
Value: \$	<u> </u>
Name:	
Value: \$	<u> </u>
Name:	
Value: \$	_
Limited Liability Company (LLC) Ownership	or Interests
Name:	
Value: \$	_
None	
Name:	
Value: \$	_
Name	
Name:	
Value: \$	_
Name	
Name:	
Value: \$	<u> </u>
Other Assets	
Olliel Assets	
Type / Name:	
Type / Name:	
Value: \$	_
Type / Name:	
Value: \$	
ν αιασ. ψ	<u> </u>

Type / Name: _	 _
Value: \$	
Type / Name:	
Total Assets: \$	

SECTION 3: LIABILITIES

Creditor:
Collateral / Security:
Amount: \$
Creditor:
Collateral / Security:
Amount: \$
Creditor:
Collateral / Security:
Amount: \$
Creditor:
Collateral / Security:
Amount: \$
Creditor:
Collateral / Security:
Amount: \$
Creditor:
Collateral / Security:
Amount: \$
Total Liabilities \$

The above information is correct to the best of my knowledge, and is based upon information currently available to me. This information is being provided as an integral part of a prenuptial agreement, and this statement shall be attached to said prenuptial agreement.
Angie Bernstein
Date
FIRST PARTY'S VERIFICATION OF RECEIPT
I, Clifford Mann, hereby acknowledge receiving a copy of Angie Bernstein's foregoing
Financial Statement on(date).
Clifford Mann
Date