

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

PREMARITAL AGREEMENT

This **PREMARITAL AGREEMENT** is made this ____ day of _____, 200__, by and between _____, a resident of _____ County, North Carolina (hereinafter "____"), and _____, a resident of _____ County, North Carolina (hereinafter "____").

RECITALS

1. _____ and _____ contemplate marriage to each other within a reasonable period after the date of this Agreement, specifically during the month of _____, 200__.

2. The parties have reflected on their marriage and have engaged in lengthy discussions about it.

3. Each expects that each party will abide by the terms of this Agreement during the ongoing relationship to help insure a healthy marriage.

4. Neither contemplates that the impending marriage will fail, and neither intends for this Agreement to facilitate a divorce. Nevertheless, the parties agree in this writing in advance of their marriage to certain matters and further agree that these provisions will bind them, regardless of the success or failure of their marriage.

5. _____ and _____ both have children of a former marriage to whom each party wishes to leave a portion of her or his estate upon death. Each party agrees that it is just and fair that the children of the other party should participate in the estate of the other party as though this marriage had not taken place.

6. Except as specifically agreed herein and provided for herein, each of the parties has assets and earnings, or earnings potential, sufficient to provide for her or his own maintenance and support in a proper and acceptable standard of living without the necessity of financial contributions by the other, and each of the parties is aware of the hazards and the risks of the continuation of earnings and of the changes in assets and liabilities of each party and of the possibility of the substantially changed financial circumstances of each party with the result that the earnings, or net worth, or both, of one party is or may be substantially different from those of the other party.

7. Each has made an adequate disclosure of all relevant financial information to the other of her or his financial worth, assets, liabilities, and income, as attached to this Agreement.

8. Each party voluntarily and expressly waives any rights to disclosure of the property or financial obligations of the other party beyond the disclosure provided.

9. Each party desires to retain as her or his separate property all property that she or he may own at the time of their contemplated marriage. Each party also desires to retain as her or his separate property certain property acquired after marriage as defined in more detail herein. The parties have expansively defined "separate property" and intend for that definition to control wherever the term appears in this Agreement. The parties understand that the definition of marital property is more narrow than provided in North Carolina law and the definition of separate property is broader than provided in North Carolina law.

10. The parties intend by entering into this Agreement to determine what property, now and in the future, shall be her or his own separate property and that, except as provided in this Agreement, all of the property of each, however acquired or held, shall be free from any consideration as marital property, community property, quasi-community property or any other form of marital or community property, as those terms are used and understood in any jurisdiction, including but not limited to the state of North Carolina.

11. Each party desires to accept the provisions of this Agreement in full discharge and satisfaction of all rights which she or he might or could have by reason of their marriage, in the property or income which the other party now has or may hereafter acquire and in the estate of the other party upon the death of the other party. Each party clearly understands that by virtue of this Agreement, she or he will not be entitled to share in the estate of the other in the event of the death of the other party.

12. Each party seeking to be bound by this Agreement, has read the Agreement carefully and has consulted with, or been advised of the right to consult with, independent counsel about its provisions and acknowledges that it is fair and equitable.

The parties therefore agree as follows:

ARTICLE I

1. **CONSIDERATION.** The mutual waivers and stipulations in this Agreement and the marriage itself shall constitute consideration for this Agreement.

ARTICLE II

2. **DEFINITIONS.** For purposes of all Articles of this Agreement:

(a) "Marital Property" includes the following:

(i) all personal property which does not have title, wherever situated, acquired by the parties during the course of the marriage by checks drawn against a bank account in the names of both spouses;

(ii) for items of personal property which have instruments of title, all personal property, wherever situated, titled in the joint names of the parties.

(iii) all real property, wherever situated, acquired by the parties during the course of the marriage and titled in the name of parties as tenants by the entireties.

(b) "Separate Property" includes the following:

(i) all property - real, personal or mixed - wherever situated, acquired by either party before marriage.

(ii) all property - real, personal or mixed - wherever situated, acquired by either party after marriage in one of the following ways:

(1) by one of the spouses by gift or inheritance after marriage. If one spouse receives a gift from the other spouse, that property shall be considered the separate property of the spouse receiving it;

(2) by a check drawn on a bank account in the name of one spouse only, unless the acquiring party places the property in the name of both spouses;

(3) in exchange for separate property.

Thus, if one asset acquired before marriage by either of the parties or acquired after marriage in a way listed in Article II.2.(b) is sold, transferred or exchanged for a new piece of property, then that new piece of property shall remain the separate property of the party whose original property was sold, transferred,

or exchanged, even if the action followed the marriage. Separate property shall also include any and all businesses or assets which are successors to separate property or the income or increase in value of the above, whether active or passive.

(4) the income from or increase in value, whether active or passive, of property listed in Article II.2.(b);

(5) a bank account in the name of one spouse only, regardless of the source of the deposits, and any business account maintained by either party in her or his separate name, regardless of the source of the deposits;

(6) vested or nonvested pension or retirement rights and the expectation of non-vested pension or retirement rights;

(7) earnings or earning potential of one of the spouses, together with all property acquired or income derived from those earnings or earning potential, unless such earnings are deposited in a joint bank account, in which event, upon deposit, they become marital property.

(8) property that, in the absence of the existence and applicability of this contract, will qualify, under N.C.G.S. § 50-20(b)(4) as “divisible property”, or would otherwise qualify as “divisible property” in any future amended form of the General Statutes of North Carolina.

(c) "Divisible Property" includes all property not defined as marital or separate property.

The parties acknowledge that the term “marital property” as defined in this Agreement is narrower than the definition of marital, community property or quasi-community property under the laws of North Carolina and most states. They acknowledge that the term "separate property" as defined in this Agreement is broader than the definition of separate or non-marital property under the laws of North Carolina and most states.

ARTICLE III

FULL DISCLOSURE; WAIVER OF ADDITIONAL DISCLOSURE; INDEPENDENT LEGAL ADVICE

3.1 **FULL DISCLOSURE OF FINANCIAL INFORMATION.** The parties agree that each party to this Agreement: (a) has made a full and fair disclosure to the other of his or her financial worth, assets, liabilities, and income, as attached to this Agreement as Schedules A and B; (b) has prior to the execution of this Agreement reviewed these Schedules and, therefore, is acquainted with the financial circumstances of the other; (c) has weighed all the facts likely to influence his or her judgment in all relevant matters; and (d) has given due consideration to all such matters and clearly understands all the provisions of the Agreement. Each party is willing to accept the provisions of this Agreement in lieu of all other rights that each might have under the law and wishes a court of competent jurisdiction to accept the provisions contained in this Agreement in full settlement of the respective rights of each.

Each party is satisfied with the disclosure made. Each party voluntarily and expressly waives any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided. Each acknowledges that this waiver is made with the full benefit of legal counsel and knowledge of its legal consequences. Neither party will subsequently assert that this Agreement should be avoided for lack of financial disclosure.

3.2 **ADVICE OF INDEPENDENT COUNSEL.** Each party hereby acknowledges receipt of specific advice pertaining to this Agreement by separate and independent counsel, who advised and discussed fully the current law concerning divorce, alimony, post separation support, and division of property, including equitable distribution, and the alternatives available to each in the event of a marriage and a subsequent divorce without any premarital agreement.

ARTICLE IV

SEPARATE AND MARITAL PROPERTY

4.1 **RETENTION OF SEPARATE PROPERTY.** Each party shall: (a) retain the sole ownership of all of her or his separate property; (b) have the exclusive right to dispose of such separate property, by inter vivos or testamentary transfer, or by any and all other dispositions; and (c) have the exclusive right to encumber or pledge the property, in such manner as shall be determined at the sole discretion of the owner of the separate property, as if the forthcoming marriage had not taken place. Each party shall, at the request of the other, sign any deeds or other documents which may be necessary to enable the other party to deal with her or his separate property in the manner described in

this provision. To illustrate, either party shall, at the request of the other, execute such documents as may be necessary to waive her or his interest, either actual or contingent, in any pension, profit sharing, or retirement plan that is maintained in the name of the other party.

4.2 OWNERSHIP AND DIVISION OF MARITAL PROPERTY. Any marital property shall be jointly owned, and if there is no other designation, shall be presumed to be held equally by the parties with such survivor rights (if any) as may be specifically designated by the title ownership or as may be implied or be derived by operation of law, other than by the operation of the equitable distribution law or community property or any similar law of any jurisdiction involving marital property, community property, quasi-community property or any other form of marital or community property. In the event the parties should separate and not live together as husband and wife, all of the marital property belonging to the parties shall, upon separation, be divided by value equally between them.

4.3 WAIVER. Each of the parties hereto hereby waives any right or claim of any kind which either may have or shall have in the separate property of the other under any present or future law of this State and any other state, except as otherwise specifically provided in this Agreement.

The parties intend by this Agreement to enter into a contract in accordance with G.S. § 50-20(d) and to distribute their marital and separate property as defined by this Agreement. Because this Agreement provides for the distribution of all property owned by the parties and hereafter acquired, the parties also waive the rights to institute any form of legal action for a division of property except for an action to enforce this Agreement as written.

4.4 BANK ACCOUNTS. During the marriage, ___ shall open and maintain her own separate bank accounts in the bank or banks of her choice on which only she, and not ___, may draw checks. During the marriage, ___ shall open and maintain his own separate bank accounts in the bank or banks of his choice on which he, and not ___, may draw checks. During the marriage, the parties shall open and maintain joint account(s) upon which both parties shall be entitled separately to draw checks (hereinafter "joint bank account").

4.5 USE OF JOINT BANK ACCOUNTS. ___ and ___ agree to contribute to one or more joint bank accounts from time to time. From one or more joint bank accounts, the parties shall pay all common household expenses, food, entertainment, joint travel expenses, and all other reasonable expenses for their joint maintenance. In addition, the parties shall use one or more joint bank accounts to acquire marital property. The determination as to the exact amounts to be contributed by each party to one or more joint bank accounts will vary from time to time as the parties in their sole discretion may

determine. The parties contemplate that ___ (OR) by reason of ___ (HER OR HIS) superior economic position, shall make substantial contributions to one or more of these accounts during the time the parties live together. In the event of a later separation, neither party shall have any obligation thereafter to make contributions to any joint bank accounts.

4.6 **TRANSMUTATION.** Except as otherwise provided in this Agreement, property or beneficial interests now owned or hereafter acquired by the parties, 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' marital property by a written instrument executed by the party whose separate property is thereby reclassified.

ARTICLE V

ALIMONY OR SPOUSAL SUPPORT

5.1 **EXCLUSIVE ALIMONY OR SPOUSAL SUPPORT BY AGREEMENT IN LIEU OF OTHER RELIEF.** While the parties contemplate a long and lasting marriage, terminated only by the death of one of the parties, they also recognize the possibility that their marriage may be terminated by divorce. In the event of divorce, regardless of which party is at fault, or initiates such action, and regardless of the jurisdiction, venue, or location of such action, the parties specifically agree that this Agreement shall serve as a bar or estoppel of either to receive from the other any alimony or spousal support, whether temporary, post separation support, or permanent, except as set forth below. The parties recognize that these provisions differ from the rights provided by law and further recognize that at the time of enforcement, there might be a substantial difference between a spouse's rights under this Agreement and what might be awarded by a court in derogation of this Agreement. Any award made by a court in derogation of this Agreement or until the validity of this Agreement is established, shall be deducted from the amount due under the Agreement.

___ shall pay to ___ for each full year the parties are married until such time as there is a separation between the parties, the sum of \$_____ per year. Thus, if the parties are married for three years, ___ shall pay ___ three years spousal support at \$_____ for each year. Each fraction of a year thereafter shall result in an equal fraction of the spousal support payment.

The payment of spousal support shall begin one week after physical separation. The yearly aggregate sums shall be payable in equal monthly installments, without interest. All such obligations of and payments by ___ shall terminate conclusively and forever upon the first occurrence of the death of either ___ or ___ or ___'s remarriage as remarriage is defined in this Agreement.

5.1A. CONDITIONAL WAIVER OF ALIMONY OR SPOUSAL SUPPORT.

While the parties contemplate a long and lasting marriage, terminated only by the death of one of the parties, they also recognize the possibility that their marriage might be terminated by divorce. In the event of divorce, regardless of which party is at fault, or initiates such action, and regardless of the jurisdiction, venue, or location of such action, the parties specifically agree that this Agreement shall serve as a bar or estoppel of either to receive from the other any alimony or spousal support, whether temporary or permanent, except as set forth below. The parties recognize that these provisions differ from the rights provided by law and further recognize that, at the time of enforcement, there might be a substantial difference between a spouse's rights under this Agreement and what might be awarded by a court if the parties had not entered into this agreement. Any award made by a court in derogation of this Agreement or until the validity of this Agreement is established shall be deducted from the amount due under the Agreement.

Prior to the execution of this Agreement, the parties were capable of providing the necessary support required of herself or himself without the need for contribution by the other. The parties anticipate that each shall remain gainfully employed outside the marital home. In the event the parties' marriage terminates by divorce, each waives any right she or he may have to the other of alimony or spousal support, whether temporary or permanent, unless at least one of the following circumstances apply: (a) either of the spouses has not worked outside the home for significant periods because of family responsibilities; (b) either of the spouses has reduced work outside the home for significant periods because of family responsibilities; (c) because of family responsibilities, either of the spouses has worked for a significant period in employment which earns less income than the other spouse; (d) because of family responsibilities, either of the spouses at the time of divorce works in employment which earns less income than the other spouse, or (e) either spouse has encountered serious health problems affecting her or his ability to earn income. *[The parties further agree that any potential obligation to provide the other alimony or spousal support, whether temporary or permanent, is contingent upon the receiving spouse not being materially at fault in the breakup of the parties' marriage.]*

5.1B. WAIVER OF ALIMONY OR SPOUSAL SUPPORT.

While the parties contemplate a long and lasting marriage, terminated only by the death of one of the parties, they also recognize the possibility that their marriage might be terminated by divorce. In the event of divorce, regardless of which party is at fault, or initiates such action, and regardless of the jurisdiction, venue, or location of such action, each party hereby waives any right to alimony or spousal support, either temporary or permanent, at any time for any reason, and further waives the right to make a claim against the other for such payments. The parties recognize that these provisions differ from the rights provided by law and further recognize that at the time of enforcement of this Agreement, a substantial difference might exist between a spouse's rights under this Agreement and what might be awarded by a court if the parties had not entered into this Agreement.

The parties acknowledge that, although the Uniform Premarital Agreement Act appears to authorize this waiver, the North Carolina courts have not interpreted the provision. In the event a waiver of alimony or spousal support may hereafter be allowed in North Carolina, each party hereby waives any right to alimony or spousal support, whether temporary or permanent, and waives the right to make a claim against the other for such payments.

5.2 MARRIAGE OF THE PARTIES AND REMARRIAGE. The time during which ___ and ___ are married, or the period of the marriage of the parties, as used everywhere in this Agreement, shall constitute the period of time commencing with the ceremonial marriage of the parties to each other and continuing until the earliest happening of any of the following event: (i) the commencement of an action for divorce, alimony, or post separation support, or any similar action or proceeding in any other jurisdiction; (ii) the divorce or legal separation (by decree or judgment or by agreement) of the parties, or (iii) the physical separation of the parties wherein either or both of the parties have commenced to live separate and apart from the other with the intent not thereafter to live together, regardless of whether that intent is expressed in writing, orally or otherwise, or (iv) the death of either party.

"Remarriage" as used everywhere in this Agreement shall be deemed a remarriage, regardless of whether the remarriage shall be void or voidable or terminated by divorce or annulment or otherwise and shall also be deemed to include circumstances whereby one party shall live with an unrelated person in a husband-wife relationship (regardless of whether they hold themselves out as such) for a continuous period of _____.

5.3 PAYMENTS ARE ALIMONY FOR FEDERAL INCOME TAX PURPOSES. The parties agree that any payments to be made pursuant to the provisions of [Paragraphs 5.1 or 5.1A] shall, for federal income tax purposes, be deemed and considered as payments of alimony or payments in lieu of alimony.

5.4 EARNINGS AND EARNING POTENTIAL. Each party acknowledges that all earnings and earning potential and property acquired with those earnings or earning potential shall be the separate property of the party to whom the earnings or earning potential are attributable, unless such earnings are deposited in the joint account, in which event, upon deposit, they become marital property.

ARTICLE VI

ESTATE BENEFITS

6.1 UNCONDITIONAL ESTATE WAIVER. Each party unconditionally waives any of the following rights: rights of dower and courtesy, rights of setoff, rights to

statutory or distributive shares, rights to dissent from the will or testamentary writing of the other spouse, and rights of election, as may now be provided under the laws of North Carolina and any prior existing, or subsequent similar provisions of law of this or of any other jurisdiction. Except as provided in paragraph 6.2, nothing in this Agreement shall prevent or limit either party from hereafter making enforceable provisions for the other party by will or testamentary writing, in which event the provisions thus made shall control.

6.2 WAIVER OF ESTATE BENEFITS IN THE EVENT OF SEPARATION OR DIVORCE. While the parties contemplate a long and lasting marriage, terminated only by the death of one of the parties, they also recognize the possibility of physical separation with the intent by at least one of the parties not thereafter to live together and the possibility that their marriage might be terminated by divorce. In the event of physical separation with the intent by at least one of the parties not thereafter to live together and in the event of termination by divorce, the parties agree to waive the rights in this provision in addition to the provisions of paragraph 6.1: rights to take under any will or testamentary writing of the other spouse, now or hereafter in existence; and rights to act as executor or executrix, administrator or administratrix, or trustee or in any other fiduciary capacity for any reason whatsoever with respect to the other party's estate.

6.3 ACKNOWLEDGEMENT OF EFFECT OF ESTATE WAIVERS. Each understands and acknowledges that, by signing this Agreement, that party may receive, in the event of the other's death, a sum which may be substantially less than that which she or he would otherwise be entitled to receive under the laws of North Carolina or other states.

ARTICLE VIA

MARRIAGE CONTRACT

6A.1 The parties agree to retain and use the given and family names of *[insert name]*.

6A.2 Any children born to the parties shall bear _____'s family name.

6A.3 The parties agree that each will provide affection and companionship to the other and will be available for intimate sharing and for sexual relations.

6A.4 The parties agree to maintain sexual fidelity to each other.

6A.5 The parties presently intend to have two children and agree that the timing of their birth shall be decided deliberately and by mutual consent.

6A.6 The responsibility for birth control shall be shared by the parties: _____ until the time of the birth of the second child, _____ shall be primarily responsible for birth control and after the birth of the second child, _____ shall be primarily responsible for birth control.

6A.7 The parties agree that child rearing shall be a mutual privilege and responsibility. In allocating time and duties, the parties shall take into account (a) demands of respective careers; (b) individual needs to establish, maintain, and cultivate social and business contacts; (c) individual desires and skills; and (d) best interest of the children.

6A.8 The parties agree that, should a career opportunity arise for one of them in another city, the decision to move shall be mutual. _____ hereby waives his right solely to determine the legal domicile of the parties.

6A.9 The factors to be considered in deciding to move shall include: (a) overall advantage to be won in pursuing the career opportunity weighed against the disadvantages, economic and otherwise, to be incurred by the other; (b) personal preferences as well as inherent advantages and disadvantages of climate and location of the new job opportunity.

6A.10 The parties agree that either may live separate from the other, outside the city of the marital domicile, for a reasonable period of time, if educational or career opportunities are presented to one at a time when the other for similar reasons must remain at the current domicile; and such a temporary separation shall in no way alter the marriage relationship and shall not constitute a ground for separation or divorce under the laws of North Carolina or any other state.

6A.11 The parties agree that decisions about living space in the home shall be mutually made without regard to the parties' financial interest in the ownership or rental of the home and that each party shall have an individual area within the home in an equal amount, insofar as space is available.

6A.12 The parties agree to share equally in the performance of all household tasks, taking into consideration individual schedules and preferences and rejecting the concept that housework belongs to the wife and home maintenance and repair to the husband.

ARTICLE VII

MISCELLANEOUS

7.1 **EXECUTION OF ADDITIONAL DOCUMENTS.** Each of the parties to the Agreement, without cost to the other, shall at any time, and from time to time hereafter, promptly execute and deliver any and all further instruments and assurances and perform any acts that the other party may reasonably request for the purpose of giving full force and effect to the provisions of this Agreement, including, but not limited to, title papers, deeds, or other documents which are necessary or convenient as evidence of the fact that the property is the separate property of a married man or woman. Each party agrees to execute, have notarized, and deliver to the other, this Premarital Agreement. Each party grants to the other the authority to record this Agreement or a memorandum of it.

7.2 **NON-WAIVER.** The failure of either of the parties to this Agreement to insist upon strict performance of any of the provisions of this Agreement, shall not be construed as a waiver of any subsequent default of the same or similar nature; nor shall it affect the parties' rights to claim strict performance of any other portion of this Agreement.

7.3 **ARBITRATION CLAUSE. [OPTIONAL]** In the event that any controversy or claim arising out of this Agreement cannot be settled by the parties, such controversy or claim shall be settled by arbitration, in the city or town in which the parties are residing, in accordance with the then current rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof.

7.4 **ASSIGNMENT PROHIBITED.** This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations.

7.5 **GOVERNED BY LOCAL LAW; CONSENT TO JURISDICTION; AND SEVERABILITY.** This Agreement has been drafted and executed in North Carolina and shall be governed by the laws of the State of North Carolina. Each party consents to the personal jurisdiction of the State of North Carolina in the event of any dispute or question regarding the interpretation, validity, making and performance of this Agreement. Any part of this Agreement unenforceable by the laws of this state or any other state having jurisdiction shall be deemed severable from the remainder of this Agreement and shall not cause the other parts of this Agreement to be unenforceable.

7.6 **RECITALS INCLUDED.** All matters stated in the above recitals are true and correct and constitute part of this Agreement to the same extent as if contained in its body.

7.7 **EFFECT OF TITLES AND CAPTIONS.** The titles or captions given to the articles or sections in this Agreement have been utilized solely for the purposes of convenience; and in no event shall any such title or caption define, limit, extend, or describe the scope of this Agreement or any of its provisions.

7.8 **WORD DEFINITION.** For all purposes of this Agreement, the singular should be deemed to include the plural, and plural shall be deemed to include the singular, wherever appropriate to the context.

7.9 **SOLE AND EXCLUSIVE AGREEMENT.** This Agreement sets forth the entire agreement between the parties with regard to its subject matter. All prior and contemporaneous conversations, negotiations, agreements, covenants, representations and warranties, express or implied, oral and written, with respect to the subject matter of this Agreement, are waived, merged herein, and superseded by this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party or any other person to the other party with respect to the subject matter of this Agreement. With regard to the subject matter of this Agreement, neither party shall have any obligation or liability to the other or in respect to any other person, unless and then, only to the extent that, such obligation or liability is expressly stated in this Agreement.

7.10 **BINDING ON HEIRS.** This Agreement and all its obligations and covenants shall bind the parties and their heirs, executors, administrators, legal representatives, personal representatives, successors and assigns and shall inure to the benefit of their respective heirs, executors, administrators, legal representatives, personal representatives, successors and assigns.

7.11 **MODIFICATIONS IN WRITING.** No modification, rescission or amendment to this Agreement shall be effective unless made in writing and executed by the parties with the same formality as this Agreement.

7.12 **COPIES OF AGREEMENT.** This Agreement shall be executed in two or more counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by both parties.

7.13 **REPRESENTATION BY COUNSEL.** Each party has been separately represented by an attorney of her or his own choice. ___ has been represented by ___, and ___ has been represented by ___ in connection with the negotiation and execution of this Agreement.

7.14 **EFFECTIVENESS OF AGREEMENT.** This Agreement shall be effective after the marriage contemplated by the parties has taken place.

7.15 **INTERPRETATION.** Both parties and their attorney(s) have taken part in the drafting of this Agreement. No provision in this Agreement should be interpreted for or against either party because that party or that party's attorney drafted the provision.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals all on the day and year first above written.

_____ (Seal)

_____ (Seal)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a notary public of the County and State aforesaid, do hereby certify that _____ personally appeared before me and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the _____ day of _____, 200__.

(Official Seal)

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a notary public of the County and State aforesaid, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the _____ day of _____, 200__.

(Official Seal)

Notary Public

My Commission Expires:
