

## PREMARITAL AGREEMENT BETWEEN

**METTE-MARIT JENSEN**  
**ARI TORNBJORN LOE**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between Mette-Marit Jensen, a resident of Oslo, Norway, and Ari Tornbjorn Loe, a resident of Drøbak, Norway, who shall be collectively known herein as "the parties". The agreement is also known as a "premarital agreement".

### WITNESSETH:

WHEREAS, the parties are presently unmarried and intend to be married to each other within the next year and, in anticipation of such marriage, the parties desire to fix and determine various financial relationships that will apply during their marriage and upon the termination of their marriage whether by death, divorce or otherwise;

WHEREAS, information about each of the parties' assets, liabilities and approximate current income have been exchanged prior to entering into this agreement with summations of each said information contained herein as Schedule A;

WHEREAS, each party has had the opportunity to fully examine the financial disclosures of the other party as summarized in Schedule A hereto;

WHEREAS, neither party has consulted with an attorney concerning this agreement prior to entering into it;

WHEREAS, each party enters into this agreement freely and under no duress or undue influence upon his or her decision to sign.

The premises being considered, upon consideration of 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:

**I. Effective Date of Agreement.** This Agreement shall take effect only upon the lawful solemnization of the marriage between the parties.

**II. Rights to Separate Property.** Each of the parties shall separately retain all rights and interests (including against claims that a property interest constitutes community property or quasi-community property under the laws of any state) in all property of any kind which he or she now owns, **including future appreciation thereof**, and said property shall be known herein as "Separate Property".

1. Each of the parties shall have the unrestricted right to dispose of such Separate Property, free and clear of any claim that may be made by the other by reason of their marriage and with the same effect as if no marriage had been consummated between them. The parties hereby agree and elect that all property designated as "Separate Property" in

this agreement shall be exempt from claims, and is not to be classified, as "community property", "quasi-community property", or "marital property" under state law.

2. Separate Property shall include substitutions and exchanges for such property now in existence, and any proceeds therefrom, and from any income derived from such Separate Property, and any property purchased from the proceeds or income from such property. Separate property shall also include gifts or inheritances one party receives from a third party.
3. In the event either party should desire to sell, encumber, convey or otherwise dispose of or realize upon his or her Separate Property or any part or parts thereof, the other party will, upon request of a request, join in such deeds, bills of sale, mortgages, renunciations of survivorship or other rights created by law or otherwise, or other instruments, as the party desiring to sell, encumber, convey or otherwise dispose or realize upon may request and as may be necessary and appropriate to consummate the sale, encumbrance, or conveyance provided, however, that the other party shall not be obligated under this agreement to sign any agreement making his or her separate property subject to any debt, mortgage or encumbrance.
4. Earnings during marriage. All earnings of each party during marriage shall be considered separate property of that individual **except** that each shall pay 50% of the common or family expenses. Nothing in this agreement shall be construed as relieving either party of an obligation to support their minor children.
5. Contributions and accumulations in retirement plans and accounts: In regard to retirement plans and accounts, the parties covenant and agree that all accumulations in, and contributions to, retirement plans and accounts whether **before or during** the marriage shall be the Separate Property of the party who owns the account.

**III. Waiver of Rights.** Except as otherwise provided in this Agreement, each party hereby waives, releases and relinquishes any and all right, title or interest whatsoever, whether arising by common law or present or future statute of any jurisdiction or otherwise, in the Separate Property and probate estate of the other, including but not limited to distribution in intestacy, the right of election to take against the will of the other, any rights accruing by reason of events occurring prior to their marriage, and any right to dower, curtesy, statutory allowances, and alimony (also known as "spousal support" or "spousal maintenance"). Such waiver, release and relinquishment shall not apply and is not effective with respect to any rights or entitlements a party may have as a surviving spouse under the Social Security laws or with respect to any other governmental benefit or governmental program of assistance. This Agreement shall not limit the right of either party to make such transfers of property to the other as he or she may wish during their respective lifetimes, or by will, or to acquire property jointly or in any other form of ownership. This waiver is further elaborated as follows:

1. Waiver of Rights Upon Legal Separation or Divorce. If there shall be a legal separation of the parties or if the marriage between the parties shall be dissolved by a decree of divorce or dissolution of marriage, and regardless of whether either party shall be at fault, the parties hereby covenant and agree that:
  - a. All property designated as Mette-Marit Jensen's "separate property" under this agreement shall belong solely to Mette-Marit Jensen and be their absolute property and, furthermore, free from any claims of Ari Tornbjorn Loe that said separate property constitutes marital property, community property, or quasi-community property of the parties' marriage.
  - b. All property designated as Ari Tornbjorn Loe's "separate property" under this agreement shall belong solely to Ari Tornbjorn Loe and be their absolute property and, furthermore, free from any claims of Mette-Marit Jensen that said separate property constitutes marital property, community property, or quasi-community property of the parties' marriage.
  - c. **Alimony:** Each party specifically agrees that neither shall make any claim for or be entitled to receive any money or property from the other as alimony, spousal support, or maintenance in the event of separation, annulment, divorce or any other domestic relations proceeding of any kind or nature. However, nothing in this agreement shall be construed as limited the right of either party to make claims for child support.
  
2. Waiver of Rights Upon Death. Upon the death of either or both of the parties, it is agreed that the other party (including heirs and assigns) shall make no claim against or assert any right to share in the estate of such deceased party **to extent of estate assets which were "separate property" in the hands of the deceased** as defined by this agreement. The types of rights and claims given up by the other spouse against the "separate property" of the deceased spouse include, but are not limited to, the following:
  - a. The right to share in the estate or set aside a Last Will (Testament) or Trust of the deceased party in the other spouse's capacity as a "surviving spouse" under state law; this right is sometimes referred to as the forced share of the estate of the deceased spouse or as the "omitted spouse" laws;
  - b. Other rights in the estate or other assets of a deceased spouse arising under state statutory or common probate law accruing to the benefit of a surviving spouse such as dower, curtesy, homestead allowance, and exempt property;
  - c. The right to act as executor or personal administrator of the deceased spouse's estate unless the deceased spouse's Last Will (Testament) specifically names the other spouse as executor or personal administrator.

**IV. Debts.** Each party shall pay any and all debts incurred by the party prior to solemnization of the marriage from the party's Separate Property. Further, each party agrees to indemnify the other for any damages or losses incurred by the other party relative to the pre-marriage debts that were not his or hers.

**V. Financial Disclosure.** Each party has submitted summary financial information attached hereto as Schedule A. Each party acknowledges an opportunity to view said financial information prior to execution of this document and to inquire further as to the financial information provided by the other.

**VI. INTEGRATION.** This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All prior agreements, and covenants, express or implied, oral or written, with respect to the subject matter hereof, are contained herein and are hereby superseded by this agreement. This is an integrated agreement.

**VII. Binding on Successors.** Each and every provision hereof shall inure to the benefit of and shall be binding upon the heirs, assigns, personal representatives, and all successors in the interest of the parties.

**VIII. Severability.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

**IX. Modification.** This Agreement may be modified, superseded, or voided only upon the written agreement of the parties. Further, the physical destruction or loss of this Agreement shall not be construed as a modification.

**X. Acknowledgements.** Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired, without any form of coercion, duress or pressure.

**XI. State Law.** It is intended that this Agreement be valid and enforceable under the laws of Norway, namely The Marriage Act # 47 as of July 4 th, 1991, Relating to Marriage, and that this law shall govern the agreement's interpretation.

<http://myinorge.kulichki.com> Образец. Английский язык.

**Definition of Terms Applicable to this Agreement:**

**Укажите толкование терминов**

<http://nyinorge.kulichki.com> Образец. Английский язык.

**Schedule A**  
**Summary Financial Statements of the Parties**

docs: financial statement of Mette-Marit Jensen and Ari Tornbjorn Loe

IN WITNESS WHEREOF, we each sign the foregoing Premarital Agreement, do it willingly and as our free and voluntary act for the purposes herein expressed, and further state that we are each eighteen years of age or older, of sound mind, and under no constraint or undue influence.

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**Mette-Marit Jensen**

Dated: \_\_\_\_\_, \_\_\_\_ 2002

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**Ari Tornbjorn Loe**

Dated: \_\_\_\_\_, \_\_\_\_ 2002

OSLO

Signature

Signature

I, the undersigned, a Notary Public authorized to administer oaths in Norway, certify that **Ari Tornbjorn Loe** and **Mette-Marit Jensen**, having appeared before me and having been first duly sworn, declared to me that they had willingly signed and executed the instrument as their Premarital Agreement, and that they executed such instrument as their free and voluntary act for the purposes therein expressed; that they were both at this time eighteen (18) or more years of age, of sound mind, and under no constraint or undue influence.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

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Notary Public

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Внимание: Эта страница не является частью Добрачного соглашения)

**Рекомендации по подписанию Добрачного соглашения**

- A. Контракт должен быть составлен в двух экземплярах, по одному для каждой из сторон.
- B. **Свидетели и нотариальное заверение.** Добрачное соглашение должно быть заверено в присутствии двух свидетелей.
- C. **Справка о финансовом состоянии.** Настоятельно рекомендуем проверить правдивость составленных справок о финансовом состоянии друг друга.