

PRE-MARITAL AGREEMENT

This Pre-Marital Agreement (hereinafter "Agreement") entered into between PETER JAMES BLAIN (hereinafter referred to as "Husband"), whose current mailing address is at 56 John Tebbutt Place, Richmond NSW 2750 Australia, and LAURIE E. HERRELL (hereinafter referred to as "Wife"), whose current mailing address is P. O. Box 3086, Wailuku, Hawaii 96793, wishing to marry and yet realizing that the cause of marital discord in numerous instances involves misunderstanding over financial matters; that the laws of conjugal, marital and community property vary widely from place to place and are often misinterpreted when the parties bring property into a marriage; that wishing to prevent such misunderstandings during the course of their relationship, the parties hereby agree to the following:

1. That Husband and Wife, parties to this Agreement, intend to define their respective rights in the property of the other during the marriage, and to avoid interest that they might acquire in the property of the other as incident of the marriage if it were not for the operation of this Agreement.

2. That Husband and Wife enter into this Agreement and into marriage with the intention that their marriage shall endure until death. In recognition that circumstances unforeseen or unknown at this time, the marriage

could be terminated by divorce or separation, Husband and Wife intend by this Agreement to establish their respective rights in all property if the marriage is terminated. The parties intend to set forth criteria by which property may be classified as separate property or as marital property, recognizing that these criteria might possibly be in variance with those possibly or likely to be applied by a court of law in absence of this Agreement. Husband and Wife do this with the intention of removing property that would otherwise be divisible from the application of equitable distribution in the event of termination of the marriage.

3. Husband and Wife, in further recognition of the termination of the marriage, intend to determine the obligation of each to support the other on divorce, separation, or permanent separation. Husband and Wife, by this Agreement, permanently waive the right to seek support in any form the other in the event of a separation or the termination of the marriage.

4. Husband and Wife further desire to establish the rights of each to inherit from the other in the event of the death of either.

5. That the marital relationship shall not confer upon Wife any conjugal, marital or community property interest in the property described in Exhibit A, which is Husband's separate property or any other property acquired by Husband at any time, now or in the future. Conversely, the marital relationship shall not confer upon Husband any conjugal, marital or community

property interest in the property described in Exhibit B, which is Wife's separate property or any other property acquired by Wife at any time, now or in the future.

6. This Agreement is made in consideration and contemplation of the marriage and in consideration of the mutual promises granted to each party the right to acquire separate property during the marriage, the right to dispose of his or her estate free from claim from the other party, the right to be free from claims for an equitable division of property and for support in the event of the termination of the marriage, and the right to be free from claims for support in the event of a separation by the parties during the marriage.

7. The assets and property of Husband listed in Exhibit A, attached hereto and incorporated by reference, together with all income and appreciation in value arising from that property during the marriage regardless of the reason for the said income or appreciation, shall be owned as his separate property during marriage. Likewise, the assets and property of Wife listed in Exhibit B, attached hereto and incorporated by reference, together with all income and increases in value arising from that property during the marriage regardless of the reason for the income or increase, shall be owned as her separate property during marriage. All property that either Husband or Wife may acquire by way of gift or inheritance, whether under a Will or by intestate distribution, is similarly the separate property of the owner-party. Any appreciation in value of aforesaid separate property (Category 4 property under current Hawaii divorce law) shall also belong

exclusively to the owner-party. All wages, salary, income, deferred compensation, retirement or pension plan benefits, and stock options, of each party earned or received during the marriage, together with all property purchased with such wages, salary, and income, shall also be the separate property of that party. In the event of divorce, Husband and Wife shall be awarded their own separate property as defined in this paragraph herein above.

8. Husband and Wife shall have the absolute and unrestricted right to manage, control, dispose of, or otherwise deal with his or her separate property free from any claim that may be made by the other party by reason of their marriage, and with the same effect as if no marriage had been consummated between them. By this Agreement, each party waives, discharges, and releases, all right, title and interest in and to the separate property now owned.

9. During the course of the marriage Husband and Wife may, but shall not be obligated to, make contributions to a fund for the maintenance of their household, or may acquire property in joint names, regardless of the source of funds, which property shall be deemed marital property. Husband and Wife shall have the right in regard to the management of and disposition of all marital property.

10. If the marriage should terminate for any reason or for no reason whatsoever and without regard to the fault of either party in causing the termination, or in the event of a separation, all property as set forth in Exhibits A

and B of this Agreement, and separate property as set forth in paragraph 7 of this Agreement, shall remain the separate property of the respective parties, and neither shall claim or have any right to compel the equitable distribution of any separate property. All marital property as referred to in paragraph 9 of this Agreement shall be subject to equal, as opposed to equitable, distribution between the parties.

11. If the marriage should terminate, or should the parties separate, for any reason and without regard to the fault of either party in causing the termination or separation, each party agrees to be solely responsible for his or her own future support after termination or separation, regardless of any unforeseen change in circumstances or economic condition or well-being. By this provision, the parties intend to permanently waive all right to alimony, pendente lite alimony, pendente lite support, spousal support, or post-divorce payments of any kind from one party for the support of the other.

12. Subject to Paragraph 18, each party waives and renounces any right to inherit from the other, whether by intestacy, or pursuant to statute or rule of law, pursuant to case law. Each party may determine how the entirety of his or her separate property shall be distributed at the time of his or her death by his or her own Last Will and Testament.

13. Each party agrees to release the other party from all claims and liabilities, except as specified in this Agreement. Neither of the parties to this

Agreement shall be responsible for the debts of the other party that have accumulated up to the time of the signing of this Agreement, and neither of the parties shall be responsible for any debts contracted after the signing of this Agreement unless both parties have agreed to assume these debts.

14. Husband and Wife covenant that they shall willingly, at the request of the either party, or his or her success or assigns, execute, deliver, and properly acknowledge whatever additional instruments may be required to carry out the intention of this Agreement, and shall execute, deliver, and properly acknowledge any deeds or other documents so that good and marketable title to any property can be conveyed by one party free from any claim of the other party.

15. This Agreement is entered into assuming that Husband and Wife are to be married, and its effectiveness is expressly conditioned on the marriage between the parties actually taking place. If, for any reason, the marriage is not consummated, the Agreement will no longer be of no force or effect.

16. This Agreement contains the entire understanding of Husband and Wife, and no representations or promises have been made except as contained in this Agreement.

17. Nothing in this Agreement shall affect the right of either party voluntarily to transfer real or personal property to the other party, or the right to receive property transferred by the other, during their lifetime.

18. Nothing in this Agreement shall affect the right of either party to devise or bequeath property to the other party in excess of that required by this Agreement. Nothing in this Agreement shall be construed as a waiver or renunciation of the right of either party to take under the Last Will of the other.

19. The parties and their respective heirs, devisees, legatees, personal representatives, guardians, successors in interest, and assigns shall be bound by the provisions of this Agreement.

20. This Agreement may only be altered during the marriage by written consent of both parties.

21. The parties agree that if any provision of this Agreement is determined unlawful, or is held unenforceable for any reason, such will not affect the validity of any and all provisions of the Agreement. Moreover, if the parties, whether by express Agreement or by conduct, alter one or more provisions of this Agreement, shall will not affect the other provisions of this Agreement.

22. Each party to this Agreement gave given the other a full and complete disclosure of the assets, income and property of the Husband's and Wife's estate. Husband's assets and property include those listed in Exhibit "A," attached hereto and incorporated by reference. Wife's assets and property include those listed in Exhibit "B," attached hereto and incorporated by reference.

23. Husband and Wife acknowledge that each has had the

opportunity to be represented by independent counsel before executing this Agreement; that counsel representing each party was of the party's own choosing; and that Husband and Wife elect, on the advise of his or her independent counsel, to enter into this legally binding contract voluntarily and without duress or coercion of any kind. Further, both Husband and Wife acknowledge that, although counsel for Husband has drafted this Agreement, this Agreement memorializes the discussions and agreements the parties had already entered into.

24. This Agreement is to be governed by the laws of the State of Hawaii.

25. Both parties covenant that they shall willingly at the request of either party execute, deliver, and properly acknowledge whatever additional instruments may be required to carry out the intentions of this Agreement if the parties move to another state.

Fully executed this 17 day of AUGUST, 2007.

Peter Blami  
HUSBAND

Larissa Howell  
WIFE



STATE OF HAWAII )  
 )SS  
COUNTY OF MAUI )

On August 17, 2007, PETER JAMES BLAIN personally appeared before the undersigned, a Notary Public, and acknowledged that he signed the foregoing Pre-Marital Agreement.

LS


  
Notary Public  
My commission expires: \_\_\_\_\_

ANTHONY GALLO JR  
My Commission expires August 6, 2008

STATE OF HAWAII )  
 )SS  
COUNTY OF MAUI )

On August 17, 2007, LAURIE E. HERRELL personally appeared before the undersigned, a Notary Public, and acknowledged that she signed the foregoing Pre-Marital Agreement.

LS

  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_

ANTHONY GALLO JR.  
My Commission expires August 6, 2008