

ANTENUPTIAL AGREEMENT

AGREEMENT made this 1 day of July, 1997, by and between
William Murray ("Bill") and Jennifer Butler ("Jennifer").

W I T N E S S E T H :

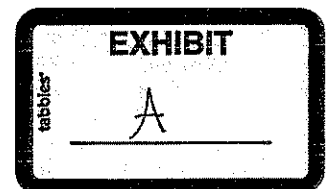
WHEREAS:

The parties to this Agreement intend to be married to each other; they believe that this Agreement will enhance and encourage a harmonious marital relationship between them and will enable them to avoid any conflict or controversy in the future arising out of any dissolution of the marriage.

In anticipation of their marriage, the parties agree to define and limit the rights and obligations which each shall have in the property and income of the other by reason of their marriage and to enter into a contractual relationship which will fix the rights and claims that will accrue to each of them in the property and income of the other.

The parties agree that this Agreement, which is entered into after due and considered deliberation, shall be and constitute an agreement pursuant to New York Domestic Relations Law Section 236, Part B(3), with respect to all assets and properties, both real and personal, tangible and intangible, wherever situated, now owned by the parties or either of them, or standing in their respective names, or which may hereafter be acquired by either of the parties.

Each party owns property in his or her own right, and, except for the provisions made herein for the benefit of Jennifer, each desires and has expressed a



willingness to waive and release any right he or she may now or hereafter have to receive any temporary or permanent maintenance, support or alimony from the other, to receive any property from the other, or to share in any marital, community or quasi-community property, in the event of a dissolution of the marriage.

The parties acknowledge that this Agreement (a) is in full and complete satisfaction of certain of their rights arising out of the marriage relationship or the termination thereof by divorce or separation, and (b) does not constitute a waiver of any rights either may have to share in the estate of the other.

IN CONSIDERATION of the foregoing premises and the mutual agreements hereinbelow set forth, the parties hereto agree as follows:

Article 1

Effective Date

1.1 This Agreement is made in consideration of and is conditioned upon Bill and Jennifer entering into a valid marriage with each other, and this Agreement shall become effective only upon Bill and Jennifer entering into a valid marriage with each other (the "Effective Date").

1.2 This Agreement is and shall be an agreement pursuant to New York Domestic Relations Law Section 236 Part B(3).

Article 2

Definitions and Terms

As used herein, the following words and terms shall have the following meaning:

2.1 Separate Property.

2.1.1 "Separate Property" shall be defined as:

2.1.1.1 All property (i) owned or acquired by a party in his or her own name before or after the Effective Date of this Agreement, (ii) inherited by a party before or after the Effective Date of this Agreement, (iii) received by a party as damages or compensation for personal injuries or (iv) given as a gift to a party by any person (including, without limitation, the other party) before or after the Effective Date of this Agreement;

2.1.1.2 The income, rents, proceeds and profits derived from or accrued upon such party's Separate Property; the enhancement and appreciation in value of such party's Separate Property (whether the enhancement and appreciation in value is due to market conditions, the services, skills or efforts of either party, or otherwise); and the proceeds of the sale of such Separate Property, together with the investments and reinvestments thereof (whether the assets purchased from said proceeds are for personal or business use) and the income, rents, proceeds and profits of such investment and reinvestment and the enhancement and appreciation in value thereof;

2.1.1.3 Any current or future interest in any retirement or pension plan, including, but not limited to, any defined benefit plan, defined contribution plan, money purchase plan, Keogh (H.R. 10) Plan or individual retirement account; and

2.1.1.4 The business, career, profession, employment, earning capacity or celebrity status of a party.

2.1.2 A party's Separate Property shall include real, personal or mixed real and personal property, including, but not limited to, interests in any business enterprise, college and graduate degrees and licenses to engage in a particular field of endeavor, wheresoever situated, whether vested, contingent, or inchoate. A party's Separate Property shall not be treated as community property, marital property or any other form of property in which the other party has any interest by reason of the marital relationship in the State of New York or any other jurisdiction, foreign or domestic.

2.1.3 Gifts of real, personal or mixed real and personal property from one party to the other before or after the Effective Date of this Agreement, including, without limitation, gifts of jewelry, shall be the donee's Separate Property.

2.1.4 In the event that either party makes any contribution whatsoever to the other party's Separate Property, whether such contributions are to the acquisition or maintenance of the other party's Separate Property, or whether such contributions are direct or indirect or cause or result in the other party's Separate Property to increase or appreciate in value, such contributions shall not change the character of the Separate Property into marital or community property, or entitle the contributing party to any share of the Separate Property of the other, nor shall any earnings on or increase or appreciation in the value of Separate Property be treated as marital or community property.

2.2 Event of Marital Discord. An "Event of Marital Discord" shall be defined as the first to occur of:

2.2.1 The date upon which either party commences an action against the other for divorce, separation or annulment in a court with jurisdiction to determine such action; provided, however, if any such action is commenced, the provisions of this Agreement shall remain binding and each party hereby waives any right as part of such action to challenge this Agreement on the ground of fraud or duress;

2.2.2 The date of execution of a written separation agreement between the parties, provided, however, that the provisions of this Agreement shall remain binding, and any such agreement must incorporate the substantive provisions hereof.

Article 3

Financial Disclosure; Representations and Acknowledgments

3.1 Each party has been advised by his or her attorney of his or her right (a) to obtain a sworn affidavit of net worth from the other, (b) to inspect the business and personal financial books and records of the other and (c) to have accountants, appraisers and other experts investigate, appraise and evaluate any and all of the personal and business assets of the other. Each party has specifically waived the exercise of these rights and has instructed his or her attorney not to take any measures, themselves or through others, to discover, investigate, inspect, appraise or evaluate the assets, income or financial circumstances or prospects of the other.

Without limiting the foregoing, Jennifer acknowledges that she has known Bill for a long time and that she is aware that Bill is a person of very substantial property, means and income, and that she has declined to request and is not relying on any information, details or particulars with respect to Bill's property, means, income or financial circumstances.

3.2 Each party acknowledges that (i) he or she has had separate legal counsel (of his or her own selection) advise him or her fully with respect to his or her rights in and to the property and income of the other and with respect to the effect of this Agreement, and that such party understands such advice; (ii) he or she has given due consideration to all facts and circumstances likely to influence his or her judgment with respect to matters embodied in this Agreement; (iii) the provisions herein contained are fair and reasonable; (iv) he or she makes this Agreement freely and voluntarily; and (v) notwithstanding the past, present or future conduct of the parties in their financial and living arrangements, he or she has not made to, or received from, the other, any promise or representation of financial or other support or any right to future earnings, profits or revenue of the other, except for the provisions expressly made herein for the benefit of Jennifer.

Article 4

Separate Property Waivers

Except for the provisions made in this Agreement for the benefit of Jennifer and subject only to such provisions, each party agrees that to the extent permitted by law now or hereafter in effect:

4.1 Upon marriage, Jennifer will continue to retain all right, title and interest of every kind and character in and to all Separate Property she may now own or hereafter acquire in any manner, separate and apart from Bill and free of any and all claims, liens, or rights, inchoate or otherwise, of Bill. Without limiting the generality of the foregoing, Bill agrees that Jennifer may dispose of any part or all of such Separate Property, at any time and in any manner she may see fit, free from interference or claim of Bill. If an Event of Marital Discord occurs, it is acknowledged that all such Separate Property (including, but not limited to, any appreciation in the value of such property accruing during the marriage, income received from such property, and the proceeds of sale and reinvestment of such property and any successive appreciation thereon and any income derived therefrom) shall constitute Separate Property of Jennifer, and none shall be considered marital property under the laws of the State of New York or marital or community or quasi-community property under the laws of any other jurisdiction within or without the United States.

4.2 Upon marriage, Bill will continue to retain all right, title and interest of every kind and character in and to all Separate Property he may now own or hereafter acquire in any manner, separate and apart from Jennifer and free of any and all claims, liens or right, inchoate or otherwise, of Jennifer. Without limiting the generality of the foregoing, Jennifer agrees that Bill may dispose of any part of all of such Separate Property, at any time and in any manner he may see fit, free from interference or claim of Jennifer. If an Event of Marital Discord occurs, it is acknowledged that all such Separate Property (including, but not limited to, any

appreciation in value of such property accruing during the marriage, income received from such property, and the proceeds of sale and reinvestment of such property and any successive appreciation thereon and income therefrom) shall constitute Separate Property of Bill, and none shall be considered marital property under the laws of the State of New York or marital or community or quasi-community property under the laws of any other jurisdiction within or without the United States.

Article 5

Waiver of Maintenance and Alimony

Each party does hereby acknowledge that he or she has ample financial resources to be self-supporting throughout his or her life. Accordingly, each party does hereby waive, relinquish and release his or her rights to permanent maintenance or temporary maintenance, permanent alimony or temporary alimony, rehabilitative alimony, lump sum alimony, "quantum meruit alimony" or other permanent or temporary support of any kind from the other in the event the parties separate, divorce, annul or otherwise terminate their marriage to each other, as prescribed or authorized by the common law or any statute, including, without limitation, New York Family Court Act Article 4 and New York Domestic Relations Law Section 32 and Section 326, Part B(6), any amendment or successor thereto, or the similar law of any jurisdiction within or without the United States; provided, however, that in the event Bill does not comply with his obligations under Article 9.1 of this Agreement, Jennifer's waiver shall be null and void.

Article 6

Waiver of Equitable Distribution Rights in Marital Property of the Other

6.1 Each of the parties, has been informed by his or her respective attorneys with respect to the parties' rights of equitable distribution of marital property, or a distributive award with respect thereto (as provided in New York Domestic Relations Law Section 236, Part B) in the State of New York, and each party has been advised that other domestic and foreign jurisdictions have comparable laws with respect to marital property, community property and quasi-community property. Except for the provisions made herein for the benefit of Jennifer, each of the parties hereby expressly waives his or her rights to an equitable distribution of marital property or any property of the other under the law of any jurisdiction, domestic or foreign.

6.2 Except for the provisions made in this Agreement for the benefit of Jennifer, without in any way limiting the foregoing, each party does hereby waive, relinquish and release:

6.2.1 Any rights that may accrue to him or her by operation of law, judicial precedent or statutory authority upon an Event of Marital Discord or upon the dissolution of the marriage of the parties in the property of the other (whether deemed "separate property," or "marital property," or "community property," or "quasi-community property," or otherwise) and any right to a division or equitable distribution of such property, whether any such rights exist under the

present or future laws of any jurisdiction, including any rights to lump sum alimony, "quantum meruit alimony," rehabilitative alimony, or special equity; and

6.2.2 His or her right to a distributive award or to any funds awarded in lieu of or as supplement to the division or distribution of property upon an Event of Marital Discord or upon the dissolution of the marriage of the parties, whether such rights exist under the present or future laws of any jurisdiction.

6.3 Each of the parties specifically agrees that (i) the disposition of property pursuant to this Agreement shall be deemed a disposition of property that fully satisfies any and all claims which she or he may have against the other, including, without limitation, any right that he or she may have to an award of equitable distribution or a distributive award pursuant to New York Domestic Relations Law Section 236(B)(5) or the law of any other jurisdiction, whether foreign or domestic, with respect to distribution of marital property, community property and quasi-community property, and (ii) neither party shall have any obligation to the other party by reason of a decrease in the value of the other party's Separate Property.

Article 7

Children

The parties recognize, confirm and agree that Bill is the father and Jennifer is the mother of three children born of their relationship: Caleb James Butler, born January 11, 1993; Jackson William Butler, born October 6, 1995, and Cooper Jones Murray, born January 27, 1997. Nothing contained in this Agreement

shall be deemed to be a waiver or release of either party's rights, obligations or responsibilities with respect to these children.

Article 8

Gift In Consideration of Marriage

In consideration of, and conditioned upon, Bill and Jennifer entering into a valid marriage with each other, Bill agrees that, following the Effective Date of this Agreement, he will (a) purchase a house, satisfactory to Jennifer, in Charleston, South Carolina, or such other location as the parties may jointly agree, at a price not exceeding One Million Dollars (\$1,000,000), (b) will furnish the house, at a reasonable cost, and (c) will cause title to the house to be taken in Jennifer's sole name. Said house and furnishings, and any addition thereto, will thereafter be Jennifer's Separate Property.

Article 9

Agreements Upon Event of Marital Discord and Dissolution of Marriage (Other than the Death of a Party)

9.1 Notwithstanding the waiver provisions of this Agreement, if (i) the parties marry each other, (ii) at some date thereafter (the "Separation Date") an Event of Marital Discord occurs, and (iii) at some date after the Separation Date (the "Dissolution Date") a decree or judgment incorporating the provisions of this Article and dissolving the marriage becomes final and unappealable, Jennifer shall be entitled to a Marital Award, to be paid by Bill to Jennifer within sixty (60) days after the Dissolution date, in the amount of Seven Million Dollars (\$7,000,000).

9.2 In addition to the foregoing and notwithstanding the waiver provisions of this Agreement, if the parties marry each other and thereafter an Event of Marital discord occurs:

9.2.1 Bill shall pay for Jennifer's reasonable support, having regard for the standard of living of the parties established during the marriage, from the date of such Event of Marital Discord until the earliest to occur of (i) the date upon which Bill's obligation under Article 9.1 above is fully satisfied, (ii) Bill's death, (iii) Jennifer's death or (iv) the second anniversary of such Event of Marital Discord;

9.2.2 Jennifer shall remain in the principal marital residence until the next July 31 following such Event, whereupon Jennifer shall permanently vacate and Bill may re-occupy the principal marital residence;

9.2.3 Bill shall pay the reasonable rent of a suitable residence for Jennifer from the date Jennifer vacates the principal marital residence until the earliest to occur of (i) ninety (90) days after the date upon which Bill's obligation under Article 9.1 above is fully satisfied, (ii) Bill's death, (iii) Jennifer's death or (iv) the second anniversary of such Event of Marital Discord;

9.2.4 Except as otherwise provided in 9.2.2, each party shall, within ninety (90) days of the Event of Marital Discord, permanently vacate all residences owned solely by the other party; and

9.3 The parties agree that any payment by Bill pursuant to this Article shall not be deductible by him for income tax purposes as alimony or separate

maintenance under Section 215 of the Internal Revenue Code of 1986, as amended or replaced from time to time (the "Code") and shall not be includible by Jennifer as taxable income under Section 71 of the Code.

Article 10

Waiver of Pension and Other Employee Benefit Rights

10.1 Without in any way limiting the foregoing, the parties agree that, in the event their forthcoming marriage is dissolved by divorce, separation or annulment, then, on the Dissolution Date, each party shall:

(a) waive and release any and all right and claim that he or she may have in and to any participation or interest that the other party may now or in the future have in any retirement pension or plan, including, but not limited to, any defined benefit plan, defined contribution plan, money purchase plan, Keogh (H.R. 10) Plan or individual retirement account;

(b) consent to the election by the other party to waive a qualified joint and survivor-annuity form of benefit and a qualified preretirement survivor annuity form of benefit under any plan of deferred compensation to which Section 401(a)(11) of the Code, or Section 205(b)(1) of the Employee Retirement Income Security Act of 1974, as amended or replaced from time to time ("ERISA"), shall apply and in which the other party currently is or hereafter may be deemed a vested participant within the meaning of Section 417(f)(1) of the Code and Section 205(h)(1) of ERISA;

(c) consent to the current and future designation by the other party of beneficiaries other than each other under any of such plans (and to any revocation or modification of such designations), including any of such plans referred to in Section 401(a)(11) of the Code or Section 205(b)(1) of ERISA.

10.2 Each party hereby acknowledges that he or she understands the effect of such elections by the other party and his or her consents thereto.

10.3 Each party agrees to execute and deliver to the other party, before or after the marriage, any additional documentation requested by the other party to confirm the consents and effectuate the waivers set forth herein.

10.4 To the extent that the foregoing waiver is deemed ineffective or unenforceable, the parties agree that any amount received (the "benefit") by a party who is a beneficiary (the "beneficiary") under the Plans in which the other party is a participant (the "participant") shall be charged against and subtracted from any amount payable under the terms of this Agreement to the beneficiary, or, to the extent no other amount remains payable under this Agreement, the beneficiary shall refund the benefit to the participant, or, if such party is deceased, to his or her estate.

Article 11

Voluntary Transfers

11.1 Nothing herein shall be deemed to prohibit or affect any voluntary gift or other provision by either party for the benefit of the other, including, without limitation, any act by which the parties may acquire property in, or transfer property into, their joint names as joint tenants with the right of survivorship or as

tenants by the entirety; provided, however, that, with respect to any property held in joint names, (i) upon a dissolution of the marriage (other than by death), the parties will dispose of such property in such manner as they jointly agree, but, if they cannot so agree decide within thirty (30) days after the Dissolution Date, the parties will sell the property and divide the net proceeds (after costs and expenses) equally between themselves, and (ii) upon a dissolution of the marriage by death, any property held in joint names shall become the sole property of the surviving party; and provided further that each party waives any claim to the benefits of a constructive trust that might be asserted by reason of the parties' financial and living arrangements.

11.2 No voluntary gift or other provision made by either party to or for the benefit of the other and no acceptance thereof or acquiescence therein shall, to any extent, be deemed to constitute an abandonment of this Agreement or a modification of the respective undertakings herein of the parties hereto.

11.3 Except for the provisions made herein for the benefit of Jennifer, no promise or representation has been made by either party that he or she intends to make any gift or other financial provision, for consideration or otherwise, to or for the benefit of the other party.

Article 12

Independent Legal Advice

12.1 The parties acknowledge that each has sought and obtained independent legal advice from counsel of his or her own selection, and that each of the parties has been fully informed of his or her legal rights and obligations with

respect to the subject matter of this Agreement. Bill has been represented by Paul, Weiss, Rifkind, Wharton & Garrison and Jennifer by Linda O. Bodner, Esq. Each party represents that he or she has carefully read this Agreement, understands its provisions and freely and voluntarily assents thereto.

Article 13

Indemnification in Event of Suit to Enforce

13.1 If either party or the legal representatives of his or her estate (the "defendant") shall interpose the terms, conditions and covenants of this Agreement as a defense to an action or other proceeding instituted by the other party (the "plaintiff"), and such defense shall result in a judgment, decree or order in favor of the defendant, the plaintiff shall pay to the defendant the reasonable costs and expenses incurred by the defendant including reasonable attorneys' fees or shall permit such costs, expenses and fees to be completely offset against any obligation due by the defendant to the plaintiff hereunder.

13.2 If either party or the legal representatives of his or her estate (the "plaintiff") shall bring an action or proceeding to enforce the terms, conditions and covenants of this Agreement against the other party (the "defendant") or to declare the Agreement or any of its terms valid and enforceable, and such action or proceeding is opposed or contested by the other party, if the action or proceeding results in a judgment, decree or order in favor of the plaintiff, the defendant shall pay to the plaintiff the reasonable costs and expenses incurred by the plaintiff including

reasonable attorneys' fees, or shall permit such costs, expenses and fees, to be completely offset against any obligation due from the plaintiff to the defendant hereunder.

Article 14

Further Documents: Tax Cooperation

14.1 Each of the parties hereto agrees, without cost or charge to the other party, upon being requested by the other or his or her personal representatives, to do all such acts and execute, acknowledge and deliver all such releases, deeds or other instruments as may be appropriate or necessary to carry out the purpose and intention of this Agreement.

14.2 Neither party shall be under any obligation to file federal, state or city income tax returns jointly with the other party. However, if the parties elect to file any such return on a joint basis, each party agrees to cooperate fully with the other party, and his or her accountants or counsel, with respect thereto, which cooperation shall, with respect to any such jointly filed return, include, but shall not be limited to (i) the preparation of such return; (ii) the execution of any amended tax return; (iii) the making available of such books, records and other data as may be necessary in order to conduct any tax audit or examinations or deal with any dispute arising thereunder; and (iv) the joining in and executing of any protest, petition or document in connection with any proceedings for the purpose of contesting, abating, reducing or obtaining any refund of any tax, penalty or interest assessed or due or any part thereof.

Article 15

Incorporation and Survival (but not Merger) of Agreement into Judgment or Decree

15.1 This Agreement shall not be invalidated or otherwise affected by any judgment or decree made in any court in any action or proceeding between the parties.

15.2 In any matrimonial action or other action or proceeding in which either party may seek an order or judgment or decree affecting the marital status of the parties, or their financial rights or obligations with respect to the other party, (i) no party shall seek or receive an order, judgment or decree granting relief that differs from or is inconsistent with this Agreement or its provisions; (ii) this Agreement or the provisions thereof, and/or any written Separation Agreement between the parties incorporating the same, shall be submitted to the court; and (iii) the provisions of this Agreement shall be incorporated in said judgment, order or decree with such specificity as the court shall deem permissible and by reference as may be appropriate under law and under the rules of the court. However, notwithstanding said incorporation, the provisions of this Agreement and any such Separation Agreement shall survive any such decree, order or judgment and shall not merge therein, and this Agreement may be independently enforced as a contract prior to or after such incorporation.

Article 16

Confidentiality

16.1 Each party agrees to hold confidential this Agreement and all financial information concerning the other's business and financial interests, operations, income, cost or value of assets, net worth and liabilities, whether such assets, financial interests, operations, income or liabilities are personal or business in nature, and each party agrees not to disclose any of such information to any third person other than (i) his or her counsel, which counsel shall agree to be bound by the confidentiality provisions of this Agreement, or (ii) unless ordered to do so by a court of competent jurisdiction, after having given due notice to the other party so that such other party may, at his or her option, oppose any such order.

16.2 In any action or proceeding between the parties, the parties agree to cooperate in maintaining the court file under seal and to keep the information confidential.

16.3 The parties recognize that money damages may not be an adequate remedy in the event of a breach or default by either party of any provision of Article 16.1 or 16.2 requiring such party to take or refrain from taking action. Accordingly, and in addition to all other remedies as provided hereunder or at law or in equity, each party consents to the entry of an injunction or order against such party requiring such party to take or refrain from taking such action in the event of such a breach or default by such party.

Article 17

General Provisions

17.1 This Agreement contains the entire understanding of the parties hereto. Neither party has made any representations, promises or warranties to the other, or relied upon any representations, promises or warranties by the other, to induce the execution of this Agreement or to induce continuation of the parties financial and living arrangements, except as may be specifically set forth herein. Without limiting the foregoing, neither party has relied upon any representation by the other with respect to his, her or their income, assets, financial circumstances or financial prospects.

17.2 Neither this Agreement nor any provision hereof may be terminated or modified and amended in any respect at any time, except by the mutual agreement in writing of the parties, executed and acknowledged by each of them in the same manner as this Agreement is executed and acknowledged.

17.3 The parties agree that this Agreement, the validity and interpretation of this Agreement and the rights of the parties under this Agreement shall be governed and construed under the substantive laws of the State of New York applicable to agreements made in and wholly to be performed in the State of New York; and shall be binding in all respects even if the parties shall be or become residents of or domiciled in another state or country.

17.4 If any provision of this Agreement should hereafter be determined to be wholly or partially unenforceable, it shall not affect the validity and enforceability of the balance of this Agreement, and the balance shall be construed by

the court having jurisdiction in a manner which the court deems to be reasonable and consistent with the intent of the parties at the time of the making of this Agreement. There shall be no inference made against Bill by reason of this Agreement having been prepared by his counsel.

17.5 The parties hereto may at any time amend this Agreement without the consent of any other person and no other person shall be deemed to be a third party beneficiary hereof or to have been given any interest or right hereunder.

17.6 No failure of either of the parties to exercise any right hereunder or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Waiver by either party of any particular default by the other shall not be deemed a continuing waiver and shall not affect or impair the waiving party's rights in respect of any subsequent default of the same or of a different nature, nor shall any delay or omission of either party to exercise any right arising from such a default affect or impair his or her rights as to such default or any subsequent default.

17.7 The titles to each Article in this Agreement are for ease of reference only and are not intended to change the meaning of the provisions.

17.8 This Agreement and all the obligations and covenants hereof shall bind and benefit the parties hereto, their heirs, executors, administrators, conservators, committees, legal representatives and assigns. No other third party is intended as a beneficiary of this Agreement or is entitled to sue for enforcement or breach hereof.

17.9 Any notice required to be given hereunder shall be given by mailing same in a sealed envelope, first class mail, postage prepaid and either certified or registered, return receipt requested. Notices to Bill shall be mailed to Box 641, Palisades, NY 10964, or to such other address of which he shall give notice to Jennifer. Notices to Jennifer shall be mailed to Box 641, Palisades, NY 10964, or to such other address of which she shall give notice to Bill. All notices hereunder shall be deemed to have been given on the date of mailing.

17.10 This Agreement may be executed in counterparts, which, taken together, shall be deemed an original and shall constitute one and the same instrument.

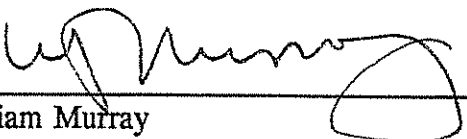
Article 18

Signing

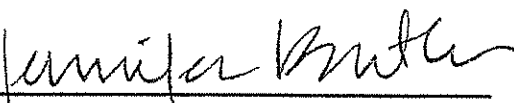
Each of the parties has read this Agreement carefully and in its entirety prior to the signing thereof.

EACH PARTY TO THIS AGREEMENT FULLY UNDERSTANDS
AND AGREES THAT HE OR SHE MAY BE RELINQUISHING VALUABLE
PROPERTY RIGHTS BY SIGNING THIS AGREEMENT.

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



William Murray



Jennifer Butler