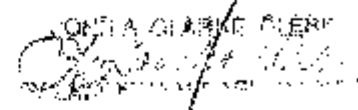


FL-150

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ROBERT A. ADELMAN, ESQ., CFLS ADELMAN & SEIDE, LLP--SB #65008 16055 VENTURA BLVD. SUITE 712 ENCINO, CA 91436-2610 TELEPHONE NO: 818-981-9810 E-MAIL ADDRESS (Optional):	FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT APR 21 2009 MONICA OLIVERA CLERK 
ATTORNEY FOR (Name): NORMA MITCHELL GIBSON SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 NORTH HILL STREET MAILING ADDRESS: SAME CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: CENTRAL DISTRICT	
PETITIONER/PLAINTIFF: T. D. GIBSON RESPONDENT/DEFENDANT: NORMA MITCHELL GIBSON OTHER PARENT/CLAIMANT:	
INCOME AND EXPENSE DECLARATION	CASE NUMBER: SD 494803

1. **Employment** (Give information on your current job or, if you're unemployed, your most recent job.)

- Attach copies of your pay stubs for last two months here (black out social security numbers).
- Employer: UNEMPLOYED
 - Employer's address:
 - Employer's phone number:
 - Occupation:
 - Date job started:
 - If unemployed, date job ended:
 - I work about _____ hours per week.
 - I get paid \$ 0 gross (before taxes) _____ per month _____ per week _____ per hour.

(If you have more than one job, attach an 8½-by-11-inch sheet of paper and list the same information as above for your other jobs. Write "Question 1—Other Jobs" at the top.)

2. **Age and education**

- My age is (specify): 27
- I have completed high school or the equivalent: Yes _____ No If no, highest grade completed (specify):
- Number of years of college completed (specify): 2 _____ Degree(s) obtained (specify):
- Number of years of graduate school completed (specify): _____ Degree(s) obtained (specify):
- I have: _____ professional/occupational license(s) (specify):
_____ vocational training (specify):

3. **Tax information**

- I last filed taxes for tax year (specify year): 2007
- My tax filing status is _____ single _____ head of household _____ married, filing separately
 married, filing jointly with (specify name): T. D. GIBSON
- I file state tax returns in California _____ other (specify state):

c. I claim the following number of exemptions (including myself) on my taxes (specify): 3--MYSELF, MY SPOUSE, AND OUR MINOR DAUGHTER

4. **Other party's income.** I estimate the gross monthly income (before taxes) of the other party in this case at (specify): \$ 250,000
 This estimate is based on (explain): PETITIONER'S 2008 PERSONAL & BUSINESS GENERAL LEDGERS; PERSONAL KNOWLEDGE DURING THE COURSE OF OUR RELATIONSHIP
 (If you need more space to answer any questions on this form, attach an 8½-by-11-inch sheet of paper and write the question number before your answer.) Number of pages attached: _____

I declare under penalty of perjury under the laws of the State of California that the information contained on all pages of this form and any attachments is true and correct.

Date: APRIL 17, 2009

NORMA MITCHELL GIBSON

(TYPE OR PRINT NAME)


 (SIGNATURE OF DECLARANT)

Page 1 of 4

PETITIONER/PLAINTIFF: T. D. GIBSON RESPONDENT/DEFENDANT: NORMA MITCHELL GIBSON OTHER PARENT/CLAIMANT:	CASE NUMBER BD 494808
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Attach copies of your pay stubs for the last two months and proof of any other income. Take a copy of your latest federal tax return to the court hearing. (Black out your social security number on the pay stub and tax return.)

5. **Income** (For average monthly, add up all the income you received in each category in the last 12 months and divide the total by 12.)

	Last month	Average monthly
a. Salary or wages (gross, before taxes)	\$ 0	0
b. Overtime (gross, before taxes)	\$ 0	0
c. Commissions or bonuses	\$ 0	0
d. Public assistance (for example: TANF, SSI, GA/GR) <input type="checkbox"/> currently receiving	\$ 0	0
e. Spousal support <input checked="" type="checkbox"/> from this marriage <input type="checkbox"/> from a different marriage EFFEKTIVE 3/2009	\$ 3,430	0
f. Partner support <input type="checkbox"/> from this domestic partnership <input type="checkbox"/> from a different domestic partnership	\$ 0	0
g. Pension/retirement fund payments	\$ 0	0
h. Social security retirement (not SSI)	\$ 0	0
i. Disability: <input type="checkbox"/> Social security (not SSI) <input type="checkbox"/> State disability (SDI) <input type="checkbox"/> Private insurance	\$ 0	0
j. Unemployment compensation	\$ 0	0
k. Workers' compensation	\$ 0	0
l. Other (military BAQ, royalty payments, etc.) (specify):	\$ 0	0

6. **Investment income** (Attach a schedule showing gross receipts less cash expenses for each piece of property.)

a. Dividends/interest	\$ 0	0
b. Rental property income	\$ 0	0
c. Trust income	\$ 0	0
d. Other (specify):	\$ 0	0

7. **Income from self-employment, after business expenses for all businesses**

I am the owner/sole proprietor business partner other (specify):

Number of years in this business (specify):

Name of business (specify):

Type of business (specify):

Attach a profit and loss statement for the last two years or a Schedule C from your last federal tax return. Black out your social security number. If you have more than one business, provide the information above for each of your businesses.

8. **Additional income.** I received one-time money (lottery winnings, inheritance, etc.) in the last 12 months (specify source and amount):

9. **Change in Income.** My financial situation has changed significantly over the last 12 months because (specify):

10. **Deductions**

	Last month
a. Required union dues	\$ 0
b. Required retirement payments (not social security, FICA, 401(k), or IRA)	\$ 0
c. Medical, hospital, dental, and other health insurance premiums (total monthly amount)	\$ 0
d. Child support that I pay for children from other relationships	\$ 0
e. Spousal support that I pay by court order from a different marriage	\$ 0
f. Partner support that I pay by court order from a different domestic partnership	\$ 0
g. Necessary job-related expenses not reimbursed by my employer (attach explanation labeled "Question 10g")	\$ 0

11. **Assets**

	Total
a. Cash and checking accounts, savings, credit union, money market, and other deposit accounts	\$ 28
b. Stocks, bonds, and other assets I could easily sell	\$ 0
c. All other property, <input checked="" type="checkbox"/> real and <input checked="" type="checkbox"/> personal (estimate fair market value minus the debts you owe)	\$ UNKNOWN

FL-150

PETITIONER/PLAINTIFF: T. D. GIBSON RESPONDENT/DEFENDANT: NORMA MITCHELL GIBSON OTHER PARENT/CLAIMANT:	CASE NUMBER: BD 494808
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12. The following people live with me:

Name	Age	How the person is related to me? (ex: son)	That person's gross monthly income	Pays some of the household expenses?
a. SHAYLA ILYANA GIBSON	1	DAUGHTER	ZERO	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
b.			0	Yes <input type="checkbox"/> No <input type="checkbox"/>
c.			0	Yes <input type="checkbox"/> No <input type="checkbox"/>
d.			0	Yes <input type="checkbox"/> No <input type="checkbox"/>
e.			0	Yes <input type="checkbox"/> No <input type="checkbox"/>

13. Average monthly expenses

Estimated expenses Actual expenses Proposed needs

a. Home:

(1) Rent or mortgage \$ 2,630

If mortgage:

(a) average principal: \$ 0

(b) average interest: \$ 0

(2) Real property taxes \$ 0

(3) Homeowner's or renter's insurance (if not included above) \$ 250

(4) Maintenance and repair \$ 200

b. Health-care costs not paid by insurance \$ 500

c. Child care BABYSITTER \$ 700

d. Groceries and household supplies \$ 2,000

e. Eating out \$ 700

f. Utilities (gas, electric, water, trash) \$ 350

g. Telephone, cell phone, and e-mail \$ 450

h. Laundry and cleaning \$ 150

i. Clothes \$ 2,000

j. Education SHAYLA'S INFANT CLASSES \$ 500

k. Entertainment, gifts, and vacation \$ 2,000

l. Auto expenses and transportation (insurance, gas, repairs, bus, etc.) \$ 250

m. Insurance (life, accident, etc.; do not include auto, home, or health insurance) \$ 0

n. Savings and investments \$ 0

c. Charitable contributions \$ 0

p. Monthly payments listed in item 14 (itemize below in 14 and insert total here) \$ 0

q. Other (specify): SYNAGOGUE DUES, .. \$ 250

r. TOTAL EXPENSES (a-q) (do not add in the amounts in a(1)(a) and (b)) \$ 12,850

s. Amount of expenses paid by others \$ 0

14. Installment payments and debts not listed above

Paid to	For	Amount	Balance	Date of last payment
		\$ 0	\$ 0	
		\$ 0	\$ 0	
		\$ 0	\$ 0	
		\$ 0	\$ 0	
		\$ 0	\$ 0	
		\$ 0	\$ 0	

15. Attorney fees (This is required if either party is requesting attorney fees.): 53,082

a. To date, I have paid my attorney this amount for fees and costs (specify): \$ 50,000

b. The source of this money was (specify): FROM PET. PURSUANT TO STIP & ORDER OF 11/20/08 & COURT ORDER OF 3/2/09

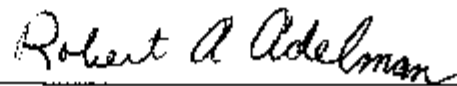
c. I still owe the following fees and costs to my attorney (specify total owed): \$ 5,529

d. My attorney's hourly rate is (specify): \$ 595

I confirm this fee arrangement.

Date: APRIL 17, 2009

ROBERT A. ADELMAN, ESQ., CFLS
 (TYPE OR PRINT NAME OF ATTORNEY)


 (SIGNATURE OF ATTORNEY)

PETITIONER/PLAINTIFF: T. D. GIBSON RESPONDENT/DEFENDANT: NORMA MITCHELL GIBSON OTHER PARENT/CLAIMANT:	CASE NUMBER: ED 494808
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CHILD SUPPORT INFORMATION

(NOTE: Fill out this page only if your case involves child support.)

16. Number of children

- a. I have (specify number): ONE children under the age of 18 with the other parent in this case.
- b. The children spend 95 percent of their time with me and 5 percent of their time with the other parent.
 (If you're not sure about percentage or it has not been agreed on, please describe your parenting schedule here.)

17. Children's health-care expenses

- a. I do I do not have health insurance available to me for the children through my job.
- b. Name of insurance company: SCREEN ACTORS GUILD
- c. Address of insurance company:
 3601 WEST OLIVE AVENUE
 P.O. BOX 7830
 BURBANK, CA 91510-7830
- d. The monthly cost for the children's health insurance is or would be (specify): \$ 0
 (Do not include the amount your employer pays.)

18. Additional expenses for the children in this case

Amount per month

- a. Child care so I can work or get job training \$ 700
- b. Children's health care not covered by insurance PAID BY PETITIONER ... \$ 200
- c. Travel expenses for visitation \$ 0
- d. Children's educational or other special needs (specify below): \$ 500
 SHAYLA'S INFANT CLASSES

19. Special hardships. I ask the court to consider the following special financial circumstances

(attach documentation of any item listed here, including court orders):

Amount per month

For how many months?

- a. Extraordinary health expenses not included in 18b \$ 0
- b. Major losses not covered by insurance (examples: fire, theft, other insured loss) \$ 0
- c. (1) Expenses for my minor children who are from other relationships and are living with me \$ 0
 (2) Names and ages of those children (specify):

 (3) Child support I receive for those children \$ 0

The expenses listed in a, b, and c create an extreme financial hardship because (explain):

20. Other information I want the court to know concerning support in my case (specify):

PRENUPTIAL AGREEMENT

THIS PRENUPTIAL AGREEMENT (hereinafter "Agreement") is entered into this 29th day of November 2007 by and between TYRESE GIBSON, (hereinafter sometimes referred to as "TYRESE") and NORMA MITCHELL (hereinafter sometimes referred to as "NORMA ") (hereinafter referred to as "the parties") in the City of Beverly Hills, County of Los Angeles, State of California, for the purposes and under the terms and conditions hereinafter set forth:

RECITALS

- A. NORMA and TYRESE are contemplating marriage to each other in the very near future for the primary purposes of love, companionship and family. NORMA and TYRESE have been residing together in the same household, in a non-marital social relationship, for approximately one and one-half years. The parties are currently residing in TYRESE's residence located at 25757 Avenida del Oro, Temecula, California 92590 (the "Temecula Residence").
- B. Both parties acknowledge that their decision to enter into this Agreement has been made freely and voluntarily because of their mutual love and affection.
- C. The parties intend that this Agreement shall remain binding and in full force and effect regardless of any change in their residence or domicile hereafter, and that it shall be terminated only as provided for in this Agreement. The parties further intend that this Agreement be construed under the laws of the State of California, irrespective of where the parties may reside during or after their marriage, and that this Agreement governs the parties' rights and obligations regarding their property at any time, wherever such property may be situated.
- D. TYRESE is possessed of the property (assets and liabilities) set forth on Exhibit "A" attached hereto. NORMA is possessed of the property (assets and liabilities) set forth on Exhibit "B" attached hereto. Exhibits "A" and "B" also set forth the current

income of each party. Exhibits "A" and "B" are intended by the parties to be a fair, reasonable and full disclosure of their financial circumstances, pursuant to *California Family Code § 1615(a)(2)(a)*. Exhibits "A" and "B" set forth the substantial items comprising separate property of each party and a reasonably accurate approximate value or amount of each item. TYRESE and NORMA expressly waive any right or obligation he/she may have to perform any investigation regarding the value of either party's property interests, liabilities or contingent liabilities as well as the right to ask the other party to do more formal determinations of the value of assets or the liability of obligations, fixed or contingent, and each party hereby expressly waives a complete listing of assets or liabilities or disclosure of the property and obligations by the other party beyond the disclosures set forth within this Agreement and/or the Exhibits attached hereto. Such waivers of disclosure are voluntary and express and shall be deemed conclusive for purposes of *California Family Code § 1615* and for all other purposes. TYRESE and NORMA each represent that his/her attorney has explained to him/her the meaning and effect of *California Family Code § 1615* and the waiver thereof.

E. TYRESE is 28 years of age. TYRESE is in good health. TYRESE is a successful entertainer/celebrity, songwriter, music publisher, and recording artist. TYRESE is also a model, actor, singer, producer and sole shareholder of his corporations, Headquarter Entertainment, Inc; HQ Pictures, Inc.; Frontline Touring, Inc.; HQ Grafix & Design, Inc.; and the Glam Squad Inc., corporations through which he provides acting, modeling, managing, producing, singing and personal appearance services. TYRESE has not been previously married, and he and NORMA are the parents of Shayla Iylana Gibson, born July 11, 2007.

F. NORMA is 26 years of age. NORMA is in good health. NORMA is currently unemployed; however, NORMA has previously been gainfully employed as an assistant at a modeling agency. NORMA possesses sufficient skills and experience to obtain remunerative employment. NORMA has been previously married, which marriage has been terminated by a dissolution proceeding in California. NORMA has no minor children from her prior marriage and she and TYRESE are the parents of Shayla Iylana

FL-300

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 ROBERT A. ADELMAN, ESQ., CELS--SB #65008
 GACLYN T. SWE, ESQ.--SB #247070
 ADELMAN & SEIDE, LLP
 16055 VENTURA BLVD., SUITE 712
 ENCINO, CA 91436-2610
 TELEPHONE NO.: 818 981-8810 FAX NO. (Optional): 818-981-8656
 E-MAIL ADDRESS (Optional):
 ATTORNEY FOR (Name): NORMA MITCHELL GIBSON

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 NORTH HILL STREET
 MAILING ADDRESS: SAME
 CITY AND ZIP CODE: LOS ANGELES, CA 90012
 BRANCH NAME: CENTRAL DISTRICT

PETITIONER/PLAINTIFF: T.D. GIBSON

RESPONDENT/DEFENDANT: NORMA MITCHELL GIBSON

FOR COURT USE ONLY

FILED

LOS ANGELES SUPERIOR COURT

APR 21 2009

JOHN A. CLARKE, CLERK
John A. Clarke

ORDER TO SHOW CAUSE MODIFICATION **EX PARTE**

Child Custody Visitation Injunctive Order

Child Support Spousal Support Other (specify):

Attorney Fees and Costs SEE ATTACHMENT TO RESPONDENT'S FL-300

CASE NUMBER:
 BD 494808

1. TO (name): PETITIONER T.D. GIBSON AND HIS ATTORNEY OF RECORD

2. YOU ARE ORDERED TO APPEAR IN THIS COURT AS FOLLOWS TO GIVE ANY LEGAL REASON WHY THE RELIEF SOUGHT IN THE ATTACHED APPLICATION SHOULD NOT BE GRANTED. **If child custody or visitation is an issue in this proceeding, Family Code section 3170 requires mediation before or concurrently with the hearing listed below.**

a. Date: 5/18/09 Time: 8:30 A.M. Dept: 60 Room: 518

b. The address of the court is same as noted above other (specify):

c. The parties are ordered to attend custody mediation services as follows:

3. THE COURT FURTHER ORDERS that a completed *Application for Order and Supporting Declaration* (form FL-310), a **blank Responsive Declaration** (form FL-320), and the following documents be served with this order:

a. (1) Completed *Income and Expense Declaration* (form FL-150) and a **blank Income and Expense Declaration**

(2) Completed *Financial Statement (Simplified)* (form FL-155) and a **blank Financial Statement (Simplified)**

(3) Completed *Property Declaration* (form FL-160) and a **blank Property Declaration**

(4) Points and authorities

(5) Other (specify): **FEE/KEECH DECLARATION OF RESPONDENT'S COUNSEL IN SUPPORT OF HER OSC**

b. Time for service hearing is shortened. Service must be on or before (date):
 Any responsive declaration must be served on or before (date):

c. You are ordered to comply with the temporary orders attached.

d. Other (specify):

Date 4/21/09

Mason E. Adelman
 JUDICIAL OFFICER

CIT/CASE: BD494808
 RECEIPT #: 499308
 DATE PAID: 04/20/09
 PAYMENT: \$0.00
 RECEIVED: 04/21/09 11:30 AM

NOTICE: If you have children from this relationship, the court is required to order payment of child support based on the incomes of both parents. The amount of child support can be large. It normally continues until the child is 18. You must supply the court with information about your finances. Otherwise, the child support order will be based on the information supplied by the other parent.

You do not have to pay any fee to file declarations in response to this order to show cause (including a completed *Income and Expense Declaration* (form FL-150) or *Financial Statement (Simplified)* (form FL-155) that will show your finances). In the absence of an order shortening time, the original of the responsive declaration must be filed with the court and a copy served on the other party at least nine court days before the hearing date. Add five calendar days if you serve by mail within California. (See Code of Civil Procedure 1005 for other situations.) To determine court and calendar days, go to www.courtinfo.ca.gov/selfhelp/courtcalendars/.

Request for Accommodations
 Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk's office or go to www.courtinfo.ca.gov/forms for *Request for Accommodations by Persons With Disabilities and Response* (Form MC-410). (Civil Code § 54.8.)

1 **ATTACHMENT TO RESPONDENT'S FL-300 AND ATTACHMENT 9 TO**
2 **RESPONDENT'S FL-310--OTHER RELIEF REQUESTED**

3 **RELIEF SOUGHT ON RESPONDENT'S EX PARTE APPLICATION**

4 1. FOR AN ORDER SHORTENING TIME TO MAY 6, 2009, FOR THE
5 HEARING ON RESPONDENT'S ORDER TO SHOW CAUSE ("OSC") FOR ADDITIONAL
6 TEMPORARY ATTORNEY'S FEES.

7 **RELIEF SOUGHT AT THE FULL HEARING ON RESPONDENT'S OSC**

8 2. FOR AN ORDER THAT PETITIONER SHALL PAY, PURSUANT TO
9 FAMILY CODE §2030, TO RESPONDENT'S ATTORNEY, ADELMAN & SEIDE, LLP,
10 THE SUM OF \$80,000.00 AS A SECOND INTERIM AWARD OF ATTORNEY'S FEES,
11 PAYABLE IN ONE LUMP SUM, NOT LATER THAN FOURTEEN (14) CALENDAR DAYS
12 FROM THE DATE THE COURT'S ORDER IS RENDERED.

FL-310

PETITIONER: T.D. GIBSON	CASE NUMBER
RESPONDENT: NORMA MITCHELL GIBSON	BD 494808

APPLICATION FOR ORDER AND SUPPORTING DECLARATION

—THIS IS NOT AN ORDER—

Petitioner Respondent Claimant requests the following orders:

1. CHILD CUSTODY To be ordered pending the hearing

a. Child (name, age)

b. Legal custody to

(person who makes decisions about health, education, etc.) (name)

c. Physical custody to

(person with whom child lives.) (name)

Modify existing order

(1) filed on (date):

(2) ordering (specify):

As requested in form FL-311 FL-312 FL-341(C) FL-341(D) FL-341(E)

2. CHILD VISITATION To be ordered pending the hearing

a. As requested in: (1) Attachment 2a (2) Form FL-311 (3) Other (specify):

b. Modify existing order

(1) filed on (date):

(2) ordering (specify):

c. One or more domestic violence restraining/protective orders are now in effect. (Attach a copy of the orders if you have one.) The orders are from the following court or courts (specify county and state):

(1) Criminal: County/state: _____ (3) Juvenile: County/state: _____
Case No. (if known): _____ Case No. (if known): _____

(2) Family: County/state: _____ (4) Other: County/state: _____
Case No. (if known): _____ Case No. (if known): _____

3. CHILD SUPPORT (An earnings assignment order may be issued.)

a. Child (name, age)

b. Monthly amount (if not by guideline)

\$

c. Modify existing order

(1) filed on (date):

(2) ordering (specify):

4. SPOUSAL OR PARTNER SUPPORT (An earnings assignment order may be issued.)

a. Amount requested (monthly). \$

b. Terminate existing order

(1) filed on (date):

(2) ordering (specify):

c. Modify existing order

(1) filed on (date):

(2) ordering (specify):

5. ATTORNEY FEES AND COSTS a. Fees: \$ 80,000

b. Costs: \$

NOTE: To obtain domestic violence restraining orders, you must use the forms Request for Order (Domestic Violence Prevention) (form DV-100) and Temporary Restraining Order and Notice of Hearing (Domestic Violence Prevention) (form DV-110).

FL-310

PETITIONER: T. D. GIBSON
RESPONDENT: NORMA MITCHELL GIBSON

CASE NUMBER:
BD 494808

6. PROPERTY RESTRAINT To be ordered pending the hearing

- a. The petitioner respondent claimant is restrained from transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi-community, or separate, except in the usual course of business or for the necessities of life.
 The applicant will be notified at least five business days before any proposed extraordinary expenditures, and an accounting of such will be made to the court.
- b. Both parties are restrained and enjoined from cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage, including life, health, automobile, and disability, held for the benefit of the parties or their minor children.
- c. Neither party may incur any debts or liabilities for which the other may be held responsible, other than in the ordinary course of business or for the necessities of life.

7. PROPERTY CONTROL To be ordered pending the hearing

- a. The petitioner respondent is given the exclusive temporary use, possession, and control of the following property that we own or are buying (specify):
- b. The petitioner respondent is ordered to make the following payments on liens and encumbrances coming due while the order is in effect:

<u>Debt</u>	<u>Amount of payment</u>	<u>Pay to</u>
-------------	--------------------------	---------------

8. I request that time for service of the Order to Show Cause and accompanying papers be shortened so that these documents may be served no less than (specify number) _____ days before the time set for the hearing. I need to have the order shortening time because of the facts specified in the attached declaration.


9. OTHER RELIEF (specify): PLEASE SEE ATTACHMENT 9 TO RESPONDENT'S FL-310-"OTHER RELIEF"

10. FACTS IN SUPPORT of relief requested and change of circumstances for any modification are (specify):
 contained in the attached declaration.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: APRIL 17, 2009

NORMA MITCHELL GIBSON
(TYPE OR PRINT NAME)


(SIGNATURE OF APPLICANT)

1 **ATTACHMENT TO RESPONDENT'S FL-300 AND ATTACHMENT 9 TO**
2 **RESPONDENT'S FL-310--OTHER RELIEF REQUESTED**

3 **RELIEF SOUGHT ON RESPONDENT'S EX PARTE APPLICATION**

4 1. FOR AN ORDER SHORTENING TIME TO MAY 6, 2009, FOR THE
5 HEARING ON RESPONDENT'S ORDER TO SHOW CAUSE ("OSC") FOR ADDITIONAL,
6 TEMPORARY ATTORNEY'S FEES.

7 **RELIEF SOUGHT AT THE FULL HEARING ON RESPONDENT'S OSC**

8 2. FOR AN ORDER THAT PETITIONER SHALL PAY, PURSUANT TO
9 FAMILY CODE §2030, TO RESPONDENT'S ATTORNEY, ADELMAN & SEIDE, LLP,
10 THE SUM OF \$80,000.00 AS A SECOND INTERIM AWARD OF ATTORNEY'S FEES,
11 PAYABLE IN ONE LUMP SUM, NOT LATER THAN FOURTEEN (14) CALENDAR DAYS
12 FROM THE DATE THE COURT'S ORDER IS RENDERED.

1 attorney's fees in the sum of \$40,000.00. I note that, at the time
2 the Court made its fee Order on March 2, 2009, I already had an
3 outstanding balance of \$21,431.20 owed to my attorneys. Prior to
4 making its award, the Court acknowledged the pending balance. I
5 was also awarded costs in the sum of \$25,000.00 to retain a
6 forensic accountant, with which sum I retained Diana Lesgart, CPA,
7 and paid her initial retainer in the sum of \$5,000.00.

8 **FACTS RELEVANT TO REQUEST FOR SECOND ATTORNEY'S FEES AWARD**

9 6. As the only issue pending at the bifurcated trial is the
10 validity of the Prenuptial Agreement, my attorney, Mr. Adelman, and
11 Petitioner's then attorneys, Mr. Leeds and Mr. Wender, reached an
12 agreement the depositions would be limited to matters only regard-
13 ing the Prenuptial Agreement.

14 7. Immediately after the March 2nd hearing, Mr. Adelman, Mr.
15 Leeds and Mr. Wender commenced discussing more specifically the
16 dates on which to take my and Petitioner's depositions. However,
17 prior to obtaining a date certain for Petitioner's deposition, on
18 March 19, 2009, Petitioner retained Mark Vincent Kaplan, Esq.,
19 CFLS, as his new attorney of record in our divorce case.

20 8. As more fully stated in Mr. Adelman's Declaration, Mr.
21 Kaplan has served a tremendous amount of written discovery and
22 scheduled a second deposition for my attorney, Michelle Katz, Esq.,
23 CFLS, who represented me with the Prenuptial Agreement.

24 9. As of the date I execute this Declaration, April 15,
25 2009, just forty-five days after the Court's Orders of March 2,
26 2009, the \$40,000.00 attorney's fee award is exhausted and I now
27 owe my attorneys the sum of \$5,529.32. Additionally, the fees are
28 ever-increasing as I am now faced with voluminous discovery to

1 respond to, and I have no financial resources whatsoever to pay for
2 my attorney's fees. Accordingly, for all of the reasons stated
3 hereinabove, I ask the Court to grant my request for a second,
4 award of attorney's fees in the sum of \$80,000.00.


5 I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 Executed this 17th day of April, 2009, at Encino, California.

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NORMA MITCHELL GIBSON

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ORIGINAL FILED

MAR 24 2009

**LOS ANGELES
SUPERIOR COURT**

1 ROBERT A. ADELMAN, ESQ., CFLS
JACLYN T. SWE, ESQ.
2 ADELMAN & SEIDE, LLP
15055 Ventura Blvd.
3 Suite 712
Encino, CA 91436-2610
4 (818) 981-8810
State Bar #s 65008 & 247070
5

6 Attorneys For Respondent
NORMA MITCHELL GIBSON
7

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

9 CENTRAL DISTRICT

10

11 In re the Marriage of)

12 PETITIONER:)

13 F. D. GIBSON)

14 and)

15 RESPONDENT:)

16 NORMA MITCHELL GIBSON)

17)

18)

19)

20)

21)

CASE NO.: ED 494808
*(Permanently assigned to the
Honorable Maren E. Nelson,
Judge Presiding)*

**ORDER AFTER HEARING ON RESPON-
DENT'S OSC FOR MODIFICATION OF
CHILD CUSTODY AND VISITATION,
MODIFICATION OF CHILD SUPPORT,
FOR SPOUSAL SUPPORT, FOR ATTOR-
NEY'S FEES AND FOR OTHER MATTERS
AND NOTICE OF BIFURCATED TRIAL**

DATE: 3/2/09
TIME: 9:30 A.M.
DEPT: 60

BIFURCATED TRIAL DATES:
8/13/09 & 8/14/09
TIME: 9:00 A.M.
DEPT: 60

22 On March 2, 2009, at 8:30 a.m., in Department 60 of the above-
23 entitled Court, before the Honorable Maren E. Nelson, Judge
24 Presiding, Respondent's Order To Show Cause For Modification Of
25 Child Custody And Visitation, For Modification Of Child Support,
26 For Spousal Support, For Attorney's Fees And Costs And For Other
27 Matters came on regularly for hearing.

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1 Petitioner was present and represented by Craig B. Leeds, Esq.
2 and Evan T. Wender, Esq., of Leeds, Wender & Rosenfeld, LLP.
3 Respondent was present and represented by Robert A. Adelman, Esq.,
4 CFLS and Jaclyn T. Swe, Esq., of Adelman & Seide, LLP. After
5 consideration of the pleadings, the testimony of the parties and
6 the argument of counsel, the Court orders as follows:

7 1. TEMPORARY CHILD CUSTODY AND VISITATION

8 A. Temporary Legal Custody

9 (1) The parties shall continue to share temporary
10 joint legal custody of the parties' minor child, Shayla Ilyana
11 Gibson ("Shayla"), born July 11, 2007. In exercising temporary
12 joint legal custody, the parties shall cooperate and agree in
13 making decisions concerning Shayla on the following matters:

14 (a) The non-emergency, regularly occurring
15 medical, dental and optometric treatment of Shayla, other than rou-
16 tine check-ups;

17 (b) The obtaining of a passport for Shayla; it
18 being understood that Shayla has a passport which passport shall
19 continue to be held by Respondent, who shall make the original
20 passport available to Petitioner when requested to do so by
21 Petitioner;

22 (c) The enrollment or termination of Shayla in
23 school or in regularly occurring school year or summer vacation
24 extracurricular activities;

25 (d) The obtaining of a driver's license for
26 Shayla; and

27 (e) The obtaining of any body piercings and/or
28 tattoos for Shayla.

1 (f) In the event that one of the parties
2 intends to change the residence of the minor child for more than 30
3 days, then and in that event, the party who proposes the change in
4 residence, shall provide forty-five (45) days written notice to the
5 other party of the intended removal, pursuant to the provisions of
6 Family Code §3024.

7 (2) In emergency situations, each party is author-
8 ized to take all actions necessary to protect the health and wel-
9 fare of Shayla including, but not limited to, consenting to emer-
10 gency surgical procedures or treatment and such party shall notify
11 the other party within one hour of such emergency situation and/or
12 treatment, or as soon thereafter as possible.

13 (3) Pursuant to the stipulation of the parties,
14 absent an emergency which requires contact by telephone, the Court
15 orders that the parties shall communicate on all matters concerning
16 the custody schedule of Shayla, changes to the custody schedule and
17 the scheduling of activities for Shayla through the Our Family
18 Wizard website found at www.ourfamilywizard.com.

19 B. Temporary Physical Custody

20 (1) Respondent shall have primary temporary physi-
21 cal custody of Shayla at all times not designated below as Peti-
22 tioner's physical custody of Shayla.

23 (2) Commencing Tuesday, March 3, 2009, Petitioner
24 shall have physical custody of Shayla as follows:

25 (a) Every Tuesday, Wednesday, Thursday and
26 Friday, from 10:00 a.m. until 2:00 p.m.;

27 (b) Every Saturday from 2:00 p.m. until 6:00
28 p.m.;

1 (c) Every Sunday from 8:45 a.m. until 12:45
2 p.m.;

3 (d) Petitioner shall be solely responsible for
4 all pick-ups and drop-offs in exercising his physical custody of
5 Shayla, which pick-ups and drop-offs shall take place in the lobby
6 of Respondent's residence;

7 (3) If Petitioner is unable to exercise his
8 physical custody of Shayla as set forth herein in sub-paragraphs
9 B.(2)(a)-(d) above, absent an emergency, Petitioner shall notify
10 Respondent of such inability to exercise his physical custody not
11 less than two (2) hours prior to the scheduled pick-up time.

12 (4) Right of First Refusal: If Petitioner is unable
13 to exercise his temporary physical custody of Shayla as set forth
14 herein in sub-paragraphs B.(2)(a)-(d) above, absent an emergency,
15 Petitioner shall first offer such time to Respondent as soon as the
16 inability to exercise his physical custody of Shayla becomes known
17 to Petitioner, without any right of offset or the right to have
18 "make-up" time, absent the mutual agreement of the parties to the
19 contrary. Respondent shall not be obligated to take the time;
20 however, Respondent shall promptly advise Petitioner whether she
21 will exercise the additional time with Shayla. If Respondent fails
22 to accept the additional time with Shayla within a reasonable time
23 after it is offered, Petitioner may make other appropriate child
24 care arrangements for Shayla. For purposes of this sub-paragraph
25 I.B.(4), the term "appropriate child care arrangements" requires
26 that Shayla shall only be in the care of a responsible adult over

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1 the age of twenty-one (21) years, whose full name and contact
2 information shall be provided to Respondent, prior to such person
3 caring for Shayla.

4 (5) Except with the express prior written consent
5 of the other party, neither party shall schedule or arrange acti-
6 vities for Shayla which are likely to conflict with the periods of
7 custodial time allocated to the other party.

8 2. TEMPORARY CHILD SUPPORT

9 A. Petitioner shall pay to Respondent, as temporary
10 child support for Shayla, the sum of \$6,230.00 per month,
11 commencing and payable on March 15, 2009, and continuing on the
12 fifteenth (15th) day of each month thereafter until Shayla dies, is
13 emancipated, marries or reaches the age of eighteen (18) years, or
14 further Order of the Court, whichever first occurs.

15 B. Pursuant to *Family Code* §3901, the duty of child
16 support continues to an unmarried child who has attained the age of
17 18 years, is a full-time high school student and resides with a
18 party, until such time as the child completes the twelfth grade or
19 attains the age of 19 years, whichever first occurs.

20 C. As a further incident of temporary child support,
21 Petitioner shall continue to pay and maintain, for the benefit of
22 Shayla, all of the currently existing medical and other health
23 insurance available to Petitioner through the Screen Actors Guild,
24 until further Order of Court.

25 D. Any medical, dental, orthodontic, optometric,
26 psychiatric or psychological expense for Shayla not covered by
27 insurance shall be paid 100% by Petitioner.

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1 E. The amount of temporary child support ordered herein
2 is based upon the financial circumstances and timeshare of the
3 parties, according to the DissoMaster printout attached hereto,
4 which financial circumstances and timeshare are deemed findings of
5 the Court.

6 3. TEMPORARY SPOUSAL SUPPORT

7 A. Until further Order of Court, commencing March,
8 2009, and continuing each month thereafter, Petitioner shall pay
9 the following as temporary spousal support to Respondent:

10 (1) The monthly rent at the parties' former family
11 apartment, currently \$2,630.00; and

12 (2) The monthly payment for Petitioner's 2007 Land
13 Rover LR3 automobile, currently \$800.

14 (3) As the bills for Respondent's rent and Land
15 Rover are sent directly to Petitioner (or his agents), Petitioner
16 shall timely, when due, make such payments directly to the third
17 party creditors for the rent and Land Rover.

18 B. Such temporary spousal support shall be tax deduct-
19 ible to Petitioner and taxable as income to Respondent.

20 C. The spousal support ordered herein above is subject
21 to modification and reimbursement at the time of trial on the issue
22 of the validity of the parties' Prenuptial Agreement.

23 4. TEMPORARY ATTORNEY'S FEES AND COSTS

24 A. Pursuant to *Family Code* §2030, Petitioner shall pay
25 the sum of \$25,000.00 as temporary costs for the retention of a
26 forensic accountant by Respondent and the sum of \$40,000.00 as
27 temporary attorney's fees, for a total of \$65,000.00, payable in

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1 one lump sum directly to Adelman & Seide, LLP, Respondent's coun-
2 sel, not later than close of business on March 12, 2009.

3 B. These Orders for fees and costs are made without
4 prejudice to either party and are subject to reallocation at the
5 time of trial or settlement.

6 5. Trial on the bifurcated issue of the validity of the
7 parties' Premarital Agreement is set for 9:00 a.m. on August 13,
8 2009, and 9:00 a.m. on August 14, 2009, in Department 60. Counsel
9 for the parties were served with the Court's Trial Setting Confer-
10 ence Orders ("the TSCO"). The Orders announced in the TSCO are
11 deemed incorporated herein by reference and the parties and counsel
12 shall timely comply with all Orders in the TSCO.

13 6. All previous Orders of Court not expressly modified
14 herein shall remain in full force and effect.

15 7. All Orders are effective forthwith.

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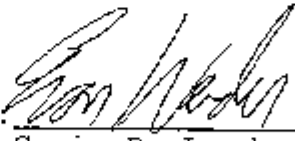
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1 8. Counsel for Respondent shall prepare an Attorney Order of
 2 the Court's Orders. Pursuant to LASC Local Rule 14.11, Respondent's
 3 counsel shall submit/serve same for approval by Petitioner's coun-
 4 sel, who shall then approve and sign the Order or shall object, in
 5 writing, to the Order within ten (10) calendar days of receipt of
 6 the Order. Failing written execution of the Order by Petitioner's
 7 counsel or the filing of objections by Petitioner's counsel within
 8 said ten (10) day period, counsel for Respondent may submit the
 9 unsigned Order to the Court, with original proof of service
 10 attached, to obtain the Court's signature thereon, which submission
 11 shall be accompanied by a certified transcript of the proceedings
 12 of March 2, 2009.

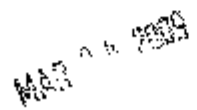
14 **APPROVED AS CONFORMING TO THE**
 15 **COURT'S ORDERS AS ANNOUNCED**
 16 **IN COURT ON MARCH 2, 2009:**

17 LEEDS, WENDER & ROSENFELD, LLP

20 Date: March 12, 2009

19 by: 
 21 Craig B. Leeds, Esq.
 22 Evan F. Wender, Esq.
 23 Attorneys For Petitioner
 24 T.D. GIBSON

24 **IT IS SO ORDERED.**

26 

MAREN E. NELSON

27 DATED: _____

28 THE HONORABLE MAREN E. NELSON
 JUDGE OF THE SUPERIOR COURT

2008

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page

CONFIRMED COPY
 OF ORIGINAL FILED
 Los Angeles Superior Court

MAR 02 2009

Formal Report
(Tax year 2008, Monthly figures)

Figures on this page exclude effects of guideline support

		Father	Mother
CHILDREN			
Supported children of this relationship		0	1
Father's visitation of children with Mother		14.00%	
Mother's visitation of children with Father			0.00%
INCOME			
Tax filing status		MFS->	HH/MLA
Number of federal exemptions		1	2
Wages and salary income		0	0
Self-employment income		73944	0
Other federally taxable income		4002	0
Other nontaxable income		0	0
TOTAL GUIDELINE INCOME		77946	0
TANF + Child support received from other relationships		0	0
New-spouse income on joint return		0	0
EXPENSES			
Adjustments to income	T	0	0
Deductible support paid re other relationships	B	0	0
Nondeductible support paid re other relationships	G	0	0
Health insurance premiums	B	0	0
Recurring other medical, dental, and drug expenses	T	0	0
Recurring property taxes paid	T	1332	0
Recurring interest expense	T	2932	0
Recurring charitable contributions	T	0	0
Recurring miscellaneous expenses	T	0	0
Union dues required for employment	B	0	0
Mandatory retirement/pension contributions	B/G	0	0
Hardship deductions	G	0	0
Other guideline deductions	G	0	0
Child support add-on expenses, this relationship	B	0	0
Total guideline deductions, excluding taxes		0	0
COMPUTATIONS (BEFORE SUPPORT)			
State income tax (prorated in the case of MFJ)		6840	0
Federal income tax (prorated in the case of MFJ)		21855	0
FICA + Medicare		0	0
Federal self-employment tax		3034	0
State employment tax		0	0
Total tax		31730	0
TOTAL GUIDELINE DEDUCTIONS		31730	0
NET GUIDELINE INCOME BEFORE SUPPORT		46216	0

2008

DissMaster 2008-J

page

Formal Report
(Tax year 2008, Monthly figures)
 Guideline spousal support is based on adjusted nets

	Guideline	Proposed
COMBINED CASH FLOW		
Combined net spendable income	46216	46284
Percent change	0.00%	0.15%
FATHER'S CASH FLOW		
After-tax cost (-) or benefit (+) of payment	-6222	-6162
Net spendable income after support	39995	40055
Percent of combined net spendable income	86.5%	86.5%
Percent of total tax savings	0.0%	88.2%
Total taxes after credits (or party's share on joint return)	31730	31662
Value of dependent exemptions	0	60
Number of withholding allowances	0(es)	0(es)
Net wage paycheck	0	0
State marginal bracket	9.3%	9.3%
Federal marginal bracket	35.0%	35.0%
Combined marginal bracket	41.0%	41.0%
MOTHER'S CASH FLOW		
After-tax cost (-) or benefit (+) of payment	6222	6230
Net spendable income after support	6222	6230
Percent of combined net spendable income	13.5%	13.5%
Percent of total tax savings	0.0%	11.8%
Total taxes after credits (or party's share on joint return)	0	0
Value of dependent exemptions	0	8
Number of withholding allowances	0	0
Net wage paycheck	0	0
State marginal bracket	0.0%	0.0%
Federal marginal bracket	0.0%	0.0%
Combined marginal bracket	0.0%	0.0%

2008

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page

Formal Report
(Tax year 2008, Monthly figures)
 Guideline spousal support is based on adjusted nets

SUPPORT SUMMARY

Guideline Support

Presumed Child Support	6222	Father pays Mother
Basic Child Support	6222	Father pays Mother
Add-ons	0	
Spousal Support	0	
Total Support	6222	Father pays Mother

Proposed Support (Tactic 9)

Presumed Child Support	6230	Father pays Mother
Basic Child Support	6230	Father pays Mother
Add-ons	0	
Spousal Support	0	
Total support	6230	Father pays Mother

Comments

On page 1, the lines marked G affect guideline directly, lines marked T affect taxes directly and guideline indirectly through changes in tax, lines marked B affect both guideline and taxes directly.

Proposed column uses the adjusted guideline support as the proposed support with tax-optimized dependent exemption transfers.

Proposed column assumes that Mother releases 1 exemptions via IRS Form 8332.

Spousal support formula: Santa Clara County

Tax year: 2008

2008

DissoMaster 2008-1

page 4

Program Settings

Child Support

Include guideline child support Yes
 Display FC 4055(b)(7) low income adjustment range Yes
 Computation method guideline
 Hardship computation method match presumed child support
 Subtract child support received from hardship No
 Child care computation method allocate 50/50

Spousal Support

Include guideline spousal support No
 Computation method Santa Clara County
 Method to adjust nets for tax consequences of guideline spousal support fixed shares
 Floating shares adjustment tolerance 10

Taxes

Federal income taxes	Father	Mother
Include federal taxes	Yes	Yes
Include self-employment taxes	Yes	Yes
Include FICA	Yes	Yes
Include Medicare	Yes	Yes
Include Child-care Credit	Yes	Yes
Include Earned Income Credit	Yes	Yes
Include Advance Earned Income Credit	Yes	Yes
Include Child Tax Credit	Yes	Yes
State income taxes	Father	Mother
Include state taxes	Yes	Yes
Include CASDI	Yes	Yes
Include Dependency Credit	Yes	Yes
Include JCHH Credit	Yes	Yes
Include Renter's Credit	Yes	Yes
Include Child-care Credit	Yes	Yes
Adjustment factor	1.00	1.00

2008

DissoMaster 2009 I

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DissoMaster Data Screen Monthly Figures

Input Data	Father	Mother	Guideline (2008)	Cash Flow Analysis	Gdln.	Pr
Party Info	Father	Mother	Nets (adjusted)	Comb. net spendable	46216	462
Number of children	0	1	Father	Percent change	0%	0.
% time with NCP	14.00	0.00	Mother	0	Father, payor of CS, Prop. CS	
Filing Status	MFS->	HH/MLA	Total	46216	Payment cost	6222
# federal exemptions	1*	2*	Support		Net spendable income	39995
Wages + salary	0	0	Presumed CS	6222	Change from guideline	0
Self-employment income	73944	0	Basic CS	6222	% of combined spendable	86.5%
Other taxable income	4002	0	Add-ons	0	% of saving over guideline	0%
TANF plus CS received	0	0	Per Kid		Total Taxes	31730
Other nontaxable income	0	0	Child 1	6222	Dep. exemptions value	0
New-spouse income	0	0	Spousal	blocke	# withholding allowances	0(es)
Wages + Salary	0	0	Support	d	Net wage paycheck	0
Self-employment income	0	0	Total	6222	Mothe:	
SS paid other marriage	0	0	Proposed, Tactic 9		Payment benefit	6222
Retirement contrib. if ATI	0	0	Presumed CS	6230	Net spendable income	6222
Required union dues	0	0	S. Clara SS	0	Change from guideline	0
Nec. Job-related exp.	0	0	Total	6230	% of combined spendable	13.5%
Adj. income (ATI)	0	0	Comb. Savings	68	% of saving over guideline	0%
SS paid other marriage	0	0	Total releases	1	Total Taxes	0
CS paid other relationship	0	0	to Father		Dep. exemptions value	0
Health insurance	0	0	Default Case Settings		# withholding allowances	0
Itemized deductions	4264	0	Default Tax Settings		Net wage paycheck	0
Other medical expenses	0	0				
Property tax expenses	1332	0				
Ded. interest expense	2932	0				
Charitable contribution	0	0				
Miscellaneous itemized	0	0				
Required union dues	0	0				
Mandatory retirement	0	0				
Child support deduction	0*	0*				
Other guideline deductions	0	0				
MT info (IRS Form 6251)	0	0				
Child support add-ons	0	0				

1 admit or deny three facts with an accompanying form interrogatory to provide the
2 corresponding information pertaining to any denial.

3 4. Mr. Adelman made it clear as soon as I substituted into this case that he
4 would be filing an Order to Show Cause for additional fees. This intent was evidenced
5 through the series of correspondence Mr. Adelman sent to my office within the first two
6 weeks of my involvement in this case. For example, Mr. Adelman's March 31, 2009
7 letter to my office, attached hereto as Exhibit "B," explicitly states "I trust your client
8 realizes that, effectively, for every dollar you incur in this matter, he is really
9 incurring two dollars as Respondent will expect he pay for all of her fees."

10 5. An order shortening time will place undue and unnecessary pressure
11 upon Petitioner. We substituted into the case only one month ago and our efforts have
12 been geared toward getting this matter prepared for trial or meaningful settlement
13 negotiations. We need our allotted statutory time to oppose the request for further fees
14 and to present to the Court all of the relevant information pertaining to the financial
15 circumstances of the parties and issues to be tried. For example, Petitioner will have to
16 prepare an updated Income and Expense Declaration in order to respond to
17 Respondent's Order to Show Cause. Petitioner only recently retained the forensic
18 accounting services of Gursey Schneider L.L.P. Gursey Schneider's office will need
19 ample time to review Petitioner's financial documents in order to draft an updated
20 Income and Expense Declaration for Petitioner.

21 6. Petitioner has taken steps to ensure that attorney fees remain at a
22 minimum, including withdrawing the special interrogatories and agreeing to advance the
23 costs of a discovery referee in order to avoid the parties from seeking judicial relief for
24 discovery disputes. Despite these efforts of Petitioner, Respondent is still seeking

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1 additional fees less than two months after being awarded \$65,000 for attorney and
2 accounting fees.

3 I declare under penalty of perjury under the laws of the State of California that
4 the foregoing is true and correct.

5 Executed on April 20, 2009 at Los Angeles, California.

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9 MARK VINCENT KAPLAN

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KAPLAN & SIMON, L.L.P.
ATTORNEYS AT LAW
2048 CENTURY PARK EAST, SUITE 2000
LOS ANGELES, CALIFORNIA 90067
TELEPHONE: (310) 277-9000
FACSIMILE: (310) 552-1070

Gibson, born July 11, 2007.

G. TYRESE and NORMA acknowledge and understand that this Agreement is a premarital agreement as defined in *California Family Code § 1610* and TYRESE and NORMA further understand that the provisions of this Agreement shall prevail over the provisions of law applicable in the absence of this Agreement. Pursuant to *California Family Code § 1615*, TYRESE and NORMA have decided to voluntarily and expressly waive, by this Agreement, any and all rights to specific, precise and/or detailed disclosure of the property, financial obligations, income and expenses of the other party beyond the disclosures provided herein and in the Exhibits attached hereto. In addition, TYRESE and NORMA each acknowledge that each of them has adequate knowledge, for purposes of deciding whether or not to enter into this Agreement, of the property, financial obligations, income and expenses of the other party. TYRESE and NORMA further acknowledge that the disclosures made herein are made with the understanding that except as expressly provided in this Agreement, neither party will have any interest in the income or property of the other party or any liability for any obligation or expense of the other party, which is to be construed and enforced under the laws of the State of California.

H. TYRESE and NORMA desire to define their property rights after marriage, as well as their rights, if any, in the separate property of the other party and to avoid the creation of community property or any interest to which either party may be entitled in any property acquired by the other party after marriage or in the separate property of the other party as an incident of their marital relationship or by reason of their social relationship prior to their marriage, except as set forth in this Agreement. The parties acknowledge that if they were married without a prenuptial agreement, the legal and financial aspects of their relationship would be governed by the laws of California or some other jurisdiction. The parties intend by this Agreement to specifically define the legal effects of their marriage on their ownership of income and property. The parties further intend by this Agreement to supersede the laws of California and all other jurisdictions, to the extent they are permitted to do so and to clearly specify the rights and obligations of each party in order to eliminate the potential for any disputes in the event of a dissolution of their marriage or the death of

either party. Any issues regarding either party's right, title, claim or interest in or to the property, income, or estate of the other by reason of the parties' non-marital or marital relationship, or otherwise, are hereby disposed of by the terms of this Agreement.

I. In entering into this Agreement TYRESE acknowledges that he is receiving valuable consideration for his promises. TYRESE further acknowledges that he has had a full opportunity to discuss the terms, conditions and provisions of this Agreement with an attorney of his choice, has had full and complete access to such attorney, has not relied upon any representations by NORMA and/or by NORMA's attorney, and is fully aware of the rights under California law he is waiving and/or modifying by operation of this Agreement.

J. In entering into this Agreement NORMA acknowledges that she is receiving valuable consideration for her promises. NORMA further acknowledges that she has had a full opportunity to discuss the terms, conditions and provisions of this Agreement with an attorney of her choice, has had full and complete access to such attorney, has not relied upon any representations by TYRESE and/or by TYRESE's attorney, and is fully aware of the rights under California law she is waiving and/or modifying by operation of this Agreement.

K. TYRESE and NORMA each acknowledge that he or she has been advised of his or her rights by his or her respective counsel and that he or she adequately understands such rights. Both TYRESE and NORMA have each given this Agreement a great deal of thought and each of them acknowledges discussing questions that each of them had with his or her current counsel and receiving and understanding answers from his or her counsel.

L. TYRESE and NORMA intend that, except as expressly set forth in this Agreement, all property (including real property, personal property, tangible property, intangible property and all other types of property) owned by either of them at the time of their marriage or thereafter, and all property and income received by either of them, from whatever source, shall be and remain the respective separate property of the person

owning or subsequently acquiring the property or receiving the income and, except as otherwise expressly provided herein, neither shall acquire any interest or right to any of such property or income of the other.

M. Each party understands that in the absence of this Agreement, income generated by reason of the services or investment activities of the other party would be community property, which would be owned equally by the parties.

N. Except as otherwise provided herein, each party unconditionally waives all community property rights and similar rights in or to the income or property of the other party.

O. The parties acknowledge that they each have carefully read this entire Agreement and that this Agreement has been fully explained to them by their respective independent counsel and that they understand the contents and legal effect of this Agreement. The parties further acknowledge that they have discussed with their respective independent counsel alternatives available with respect to the form and substance of a prenuptial agreement (including, without limitation, those referred to in *California Family Code §§ 1600 et seq.*) and they have adopted the provisions of this Agreement after careful consideration of such available alternatives. The parties further acknowledge that they enter into this Agreement voluntarily, free from duress, fraud, or undue influence of any kind.

P. The parties acknowledge that the provisions of Sections 1600 et seq. have been fully explained to them by their respective counsel and that they understand the contents and legal effect of those provisions. Specifically, each party agrees that (i) each party was provided with a fair, reasonable, and full disclosure of the property and financial obligations of the other party, (ii) each party voluntarily and expressly waives any further rights to disclosure of the property and financial obligations of the other party beyond the disclosures provided, and (iii) each party had adequate knowledge of the property and financial obligations of the other party.

Q. The parties acknowledge that the provisions of *California Family Code § 721* have been fully explained to them by their respective counsel and that they understand the contents and legal effect of those provisions. Specifically, each party expressly understands that the terms of this Agreement alter the fiduciary relationship which each has to the other as his/her spouse and further alter the rights, duties, and obligations between them as "unmarried business partners," as provided in *California Corporations Code §§ 16403, 16404, and 16503* which is specifically referenced in *Family Code § 721*. The parties agree to be bound by the terms of this Agreement as of the date executed by the parties. The parties specifically understand and agree that each party may enter into certain individual and/or separate property financial transactions during the marriage, may make individual and/or separate property investments during the marriage, may acquire real or personal property individually or may be offered certain investment opportunities by third parties individually. Notwithstanding the provisions of Section 721, neither party shall have an obligation to discuss and/or offer the other party the opportunity to make such investments with that party. Neither party shall have the obligation (i) to provide to the other party access to any books or records kept regarding a particular financial transaction, (ii) to render true and full information regarding any financial transaction, whether or not requested, nor (iii) to account to the other party regarding any financial transaction. It is the intention of the parties and this Agreement that the parties shall not create any community property. It is further the intention of the parties and this Agreement that neither party shall have any obligation to offer to the other party any financial opportunity of any kind or type whatsoever.

R. Notwithstanding the provisions of paragraph Q, in the event that the parties acquire any joint property or joint investment as provided in paragraph 7 of this Agreement, each party shall (i) provide to the other access to any books or records kept regarding their joint property, (ii) provide true and full information regarding the financial transaction, whether or not requested, and (iii) generally account to the other regarding the joint property.

S. The parties acknowledge that neither of them is relying on any warranty or

representation not contained in this Agreement, whether express or implied, made by the other party, or by any agent, employee, or attorney of the other party.

T. The parties have spent significant time, effort and money in attempting to address and resolve, by this Agreement, all significant legal issues that can arise as a result of a marriage, excluding issues relating to child custody and child support. The parties intend that this Agreement will define their rights and obligations to the maximum extent permitted by law and intend that it therefore be given the greatest possible respect in the event of any future dispute. The parties acknowledge that this Agreement is a detailed prenuptial agreement and that such detail has been deemed appropriate by them in light of their desire to eliminate uncertainty and to avoid (or at least minimize) the type of litigation that sometimes results with respect to prenuptial agreements. The parties further acknowledge that this Agreement contains some redundancies, which are motivated by a desire to promote and document a better understanding by the parties.

U. Each, every and all of the foregoing recitals of fact are incorporated in and made a part of this Agreement as if set forth in full. TYRESE AND NORMA each acknowledges, warrants and represents to the other, for the other to rely upon in entering into this Agreement, that each of the foregoing recitals of fact is true and correct to the best of such party's knowledge, information and belief. The recitals of fact are intended to summarize certain facts and intentions which the parties consider to be significant in reaching their mutual agreement as set forth herein. Each of the parties, as explained to him/her by his/her respective attorneys, understands and agrees that each of the recitals has the force and effect of a conclusive presumption as defined by *California Evidence Code* § 622.

NOW, THEREFORE, for good and valuable consideration, including, without limitation, the mutual promises, conditions and covenants set forth herein, it is agreed between the parties as follows:

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1. **INCORPORATION OF RECITALS:**

The foregoing recitals are incorporated into this Agreement and accepted and agreed to by both parties as though fully set forth herein. Such recitals are intended to highlight certain key aspects of this Agreement and relevant facts, as well as the general understanding and intent of the parties. The fact that a particular provision hereof is not mentioned in the recitals shall not affect the validity of such provision. The facts stated in the recitals shall be conclusively presumed to be true, for all purposes, as between the parties hereto and their respective successors.

2. **EFFECTIVE DATE:**

This Agreement shall be and become effective as of the date of the contemplated marriage between the parties, and its effectiveness is expressly conditioned upon such marriage. If, for any reason, and irrespective of fault, the contemplated marriage does not take place, the Agreement shall be of no force or effect.

3. **DEFINITIONS:**

3.1 **Definition of "Income."** In this Agreement, the term "income" shall mean income of any type from any source including, without limitation, income derived from salary, bonuses, residuals, profit participation, wages, deferred compensation, dividends, interest, rents, royalties, capital gains on investments, contributions to and withdrawals from pension and profit-sharing plans, other retirement plans, annuities, gains from the sale of real and personal property, distributions from trusts and estates, performance fees, royalties, copyrights, refunds of federal, state, foreign, international and local taxes, proceeds from policies of life, disability, property or liability insurance, worker's compensation payments, judgments or settlements arising from litigation, rights to enjoy property, capital appreciation, discharges of indebtedness, use of property for less than adequate consideration, and profits from businesses, partnerships, joint ventures, corporations and other entities. The term "income" shall further include (without limitation) income that has been received, income that has accrued but has not been distributed,

income that is subject to tax or not subject to tax, and income resulting from reinvestment of prior income and increases in the value of entities and other assets attributable to the efforts of a party.

3.2 Definition of "Property." In this Agreement, the term "property" shall include all kinds of assets, rights, real and personal property, tangible and intangible property, causes of action, beneficial interests, expectancies, powers of appointment, gifts, inheritances, interests in revocable and irrevocable trusts, income (as herein defined), and present and future interests in and rights to any to the foregoing items (whether legal or equitable, vested or contingent, and regardless of location), whether or not any of the same are vested or accrued or become vested or accrued during the term of the marital relationship of thereafter. The parties expressly acknowledge that the term "property" includes goodwill, including so-called "celebrity goodwill" and "executive goodwill," (including name recognition and name value), and all of the interests of a party or an entity in which a party has an interest in any of the following (whether or not a party was involved in the creation, composition, writing or collaboration, production or recording thereof); copyrights, royalties, licenses, advances, fees, and contracts (including extensions, renewals, renegotiations and other modifications of such contracts).

3.3 Definition of "Dissolution." In this Agreement, the term "dissolution" shall include, without limitation, a divorce or annulment of the marriage of the parties or any other judgment, order or decree which terminates the marital status of the parties, including, without limitation, a decree of legal separation. Except as otherwise expressly provided herein, the marriage of the parties shall be deemed separated as of the date that a party gives the other party notice, in the manner provided herein, of his or her intent to file a petition for dissolution, legal separation, or annulment, but only if such petition is filed within 30 days after the date of such notice. If such petition is not filed within 30 days after the date that notice is so given, then the notice shall be void *ab initio*, but either party may thereafter give notice in the manner provided in paragraph 3.4. Furthermore, notice of the actual filing of such a petition shall constitute notice for purposes of this paragraph 3.3 if notice has not previously been given as provided above.

3.4 Definition of "Notice Requirements." Every notice, demand, request, consent, approval or other communication which either party desires to give or make upon or to the other shall be in writing and shall be transmitted by mailing the same by registered or certified mail, first class postage and fees prepaid, return receipt requested, addressed as follows:

If to NORMA MITCHELL (GIBSON):

NORMA MITCHELL (GIBSON)
25757 Avenida del Oro
Temecula, CA 92590

With a copy to:

Michelle Katz, Esq.
1925 Century Park East, Ste. 2000
Los Angeles, CA 90067

If to TYRESE GIBSON:

TYRESE GIBSON
c/o Headquarter Entertainment
1635 North Cahuenga Blvd.
2nd Floor
Los Angeles, California 90028

With a copy to:

Fern Z. Wender, Esq.
LEEDS, WENDER & ROSENFELD
9107 Wilshire Boulevard, Ste. 300
Beverly Hills, California 90210

or at such other address or addresses as either party may designate from time to time at any time by notice given as provided above. All notices so sent shall be deemed to have been delivered, effective, or made, as the case may be, on the date that same, and the required copies, have been deposited, registered, or certified, properly addressed, as aforesaid, postage and fees prepaid, return receipt requested, in the United States mail.

4. INDEPENDENT COUNSEL

The parties acknowledge and agree that they each have been represented by separate and independent legal counsel of their choosing in the negotiations for and preparation of this Agreement. TYRESE warrants and represents that he is and has been represented by LEEDS, WENDER & ROSENFELD LLP by Fern Z. Wender, Esq. and

Evan T. Wender, Esq. NORMA warrants and represents that she is and has been represented by Michelle Katz, Esq. The parties acknowledge and agree that they have carefully read this Agreement, and that the provisions of the Agreement have been explained to them by their respective counsel.

5. **VOLUNTARY AND INFORMED CONSENT**

The parties further acknowledge and agree that they are fully aware of and understand the contents, legal effect, and consequences of this Agreement based on the law as it exists today in the State of California, and that they enter into this Agreement voluntarily, free from duress, fraud, undue influence, coercion, or misrepresentation of any kind.

6. **SEPARATE PROPERTY**

6.1 Except as otherwise provided in this Agreement, all property (assets and liabilities) now owned by each of the parties is, and subsequent to their marriage shall be and remain, such party's separate property; and all property (assets and liabilities) of every kind earned or otherwise acquired hereafter by either party from whatever source (whether acquired prior or subsequent to their marriage) shall be the separate property of such party.

6.2 Except as otherwise provided in this Agreement, all income, issues, rents, profits, hypothecations, reinvestments, transmutations, liabilities, accretions and/or appreciation (whether or not resulting from the personal services, skill, effort, management or energies of either party) of, or from, the separate property of either party shall be and remain such party's separate property. Each party acknowledges that he or she understands that, except for this Agreement, a portion of the income, issues, rents, profits, hypothecations, reinvestments, transmutations, liabilities, accretions and/or appreciation of either party's separate property resulting from the personal services, skill, effort, management or energies of such party may be community property, but by this Agreement, such income, issues, rents, profits, hypothecations, reinvestments, transmutations, liabilities, accretions and/or appreciation are made totally the separate property of such

party.

6.3 Except as otherwise provided in this Agreement, all earnings, income, and/or liabilities resulting from the personal services, skill, effort, management or energies, now belonging to or hereafter acquired by each party (whether prior or subsequent to their marriage) shall be held by the party so acquiring said property as though the proposed marriage had never been entered into. Each party acknowledges that he or she understands that, except for this Agreement, the earnings, income and/or liabilities resulting from the personal services, skill, effort, management or energies of the acquiring party after the marriage would be community property, but that by this Agreement, such earnings, income and/or liabilities are made the separate property of the party acquiring said earnings, income and/or liabilities.

6.4 Each party shall have the sole management and control over his or her separate property.

6.5 NORMA acknowledges and understands that TYRESE utilizes virtually all of his time, energy and efforts to manage, operate and create intellectual property through his various business entities including, but not limited to, Headquarter Entertainment, Inc; HQ Pictures, Inc.; Frontline Touring, Inc.; HQ Grafix & Design, Inc.; and the Glam Squad Inc. NORMA further acknowledges and understands that as a result of TYRESE's ownership and operation of his various business entities including, but not limited to, Headquarter Entertainment, Inc; HQ Pictures, Inc.; Frontline Touring, Inc.; HQ Grafix & Design, Inc.; and the Glam Squad Inc., TYRESE has received, or may have a right to receive, substantial bonuses, consulting fees, salary, commissions, perquisites and other income from his various business entities including, but not limited to, Headquarter Entertainment, Inc; HQ Pictures, Inc.; Frontline Touring, Inc.; HQ Grafix & Design, Inc.; and the Glam Squad Inc. and/or other entities for whom Headquarter Entertainment, Inc; HQ Pictures, Inc.; Frontline Touring, Inc.; HQ Grafix & Design, Inc.; and the Glam Squad Inc. contracts TYRESE's services, and TYRESE may, in the future, continue to receive bonuses, consulting fees, salary, commissions, perquisites and other income as a result of his ownership and operation of various business entities including, but not limited to,

Headquarter Entertainment, Inc; HQ Pictures, Inc.; Frontline Touring, Inc.; HQ Grafix & Design, Inc.; and the Glam Squad Inc. or successor entities. NORMA further acknowledges and understands that although a portion of the monies and/or income received by TYRESE from his various business entities including, but not limited to, Headquarter Entertainment, Inc; HQ Pictures, Inc.; Frontline Touring, Inc.; HQ Grafix & Design, Inc.; and the Glam Squad Inc., or successor entities would otherwise be community property after marriage, by virtue of this Agreement, NORMA is waiving and giving up all right, title and interest in any and all bonuses, loans, consulting fees, salary, commissions, perquisites and other income from TYRESE's various business entities including, but not limited to, Headquarter Entertainment, Inc; HQ Pictures, Inc.; Frontline Touring, Inc.; HQ Grafix & Design, Inc.; and the Glam Squad Inc., or successor entities, whether the result of TYRESE's investment and ownership of various business entities including, but not limited to, Headquarter Entertainment, Inc; HQ Pictures, Inc.; Frontline Touring, Inc.; HQ Grafix & Design, Inc.; and the Glam Squad Inc., or successor entities or the result of TYRESE's management, operation and control of or employment by his various business entities including, but not limited to, Headquarter Entertainment, Inc; HQ Pictures, Inc.; Frontline Touring, Inc.; HQ Grafix & Design, Inc.; and the Glam Squad Inc. or successor entities.

6.6 NORMA acknowledges and understands that TYRESE shall, in the future, expend substantial amounts of time in rendering services on behalf of his various business entities including, but not limited to, Headquarter Entertainment, Inc; HQ Pictures, Inc.; Frontline Touring, Inc.; HQ Grafix & Design, Inc.; and the Glam Squad Inc. NORMA further acknowledges and understands that as a result of TYRESE's personal services and management of his various business entities including, but not limited to, Headquarter Entertainment, Inc; HQ Pictures, Inc.; Frontline Touring, Inc.; HQ Grafix & Design, Inc.; and the Glam Squad Inc., the value of TYRESE's companies and any successor companies that he may form to perform services may substantially increase in the future. NORMA and TYRESE have been advised by their respective counsel, regarding the legal doctrines set forth in the cases of *Pereira v. Pereira* (1909) 156 Cal.1 ("*Pereira*") and *Van Camp v. Van Camp* (1921) 53 Cal.App 17 ("*Van Camp*"). NORMA and TYRESE acknowledge and

understand that such cases provide that, under certain circumstances, the marital community may acquire an interest in a party's separate property and/or business when that separate property and/or business appreciates in value as a result of the work, labor, services and/or expertise of such party performed or occurring during marriage. NORMA and TYRESE expressly waive all rights under the doctrines set forth in *Pereira* and *Van Camp* and any similar doctrines now in existence or propounded in the future under California law or any other jurisdiction, including any rights to increase in the value of any goodwill or property that belongs to the other party. NORMA and TYRESE expressly acknowledge and understand that any increase in the value of a party's separate property or business generated by reason of the personal services of either party shall be and remain the separate property of the party who owns such property and/or business. NORMA further acknowledges and understands that TYRESE may devote most or all of his time to activities that increase the value of his separate property and the waivers contained hereinabove have been made after careful consideration of this possibility.

6.7 NORMA acknowledges and understands that TYRESE will, in the future, expend substantial amounts of time in the management, operation and supervision of his career and separate property holdings. NORMA further acknowledges and understands that as a result of TYRESE's management, operation and supervision of TYRESE's career and separate property holdings, the value of TYRESE's professional/celebrity good will, if any, his corporations through which he renders services, and his investments may substantially increase in the future. Notwithstanding the foregoing, NORMA specifically waives any and all interest in and to TYRESE's professional/celebrity good will, if any, pursuant to paragraph 16 below.

6.8 TYRESE acknowledges and understands that NORMA may, in the future, expend substantial amounts of time in rendering her own personal services. TYRESE further acknowledges and understands that as a result of NORMA's personal services the value of NORMA's services may substantially increase in the future. NORMA and TYRESE have been advised by their respective counsel, regarding the legal doctrines set forth in the cases of *Pereira* and *Van Camp*. NORMA and TYRESE acknowledge and understand that such cases provide that, under certain circumstances, the marital

community may acquire an interest in a party's separate property and/or business when that separate property and/or business appreciates in value as a result of the work, labor, services and/or expertise of such party performed or occurring during marriage. NORMA and TYRESE expressly waive all rights under the doctrines set forth in *Pereira* and *Van Camp* and any similar doctrines now in existence or propounded in the future under California law or any other jurisdiction, including any rights to increase in the value of any goodwill or property that belongs to the other party. NORMA and TYRESE expressly acknowledge and understand that any increase in the value of a party's separate property or business generated by reason of the personal services of either party shall be and remain the separate property of the party who owns such property and/or business. TYRESE further acknowledges and understands that NORMA may devote most or all of her time to activities that increase the value of her separate property and the waivers contained hereinabove have been made after careful consideration of this possibility.

6.9 NORMA acknowledges and understands that TYRESE currently owns the residential property in Temecula, California, located at 25757 Avenida del Oro, Temecula, California 92590. TYRESE shall pay all expenses in connection with the Temecula Residence, and/or any other residence used by the parties as a replacement primary residence, family residence, and vacation residence, and such properties shall remain in their entirety the sole and separate property of TYRESE, and NORMA shall not be entitled to any interest in the Temecula Residence and/or any other residence used by the parties as a replacement primary residence, family residence, and vacation residence, or any reimbursement for payments made in connection with such properties, regardless of the source of such payments.

6.10 TYRESE and NORMA each acknowledge that he/she has been advised, in detail by his/her counsel, regarding the legal doctrines set forth in the cases of *In re Marriage of Moore* (1980) 28 Cal.3d 366 ("*Moore*") and *In re Marriage of Marsden* (1982) 130 Cal.App.3d 426 ("*Marsden*"). Each party acknowledges that he/she is aware that such cases provide that the marital community acquires an interest in a party's separate property when assets of the marital community are used to pay certain amounts relating to such separate property, such as principal payments on a mortgage. Each party

hereby expressly waives any and all rights that he/she may have or ever acquire under the doctrines set forth in *Moore/Marsden* and any similar doctrines now in existence or propounded in the future in California or any other jurisdiction.

7. **JOINT PROPERTY.**

7.1 TYRESE and NORMA may from time to time acquire investment properties as their joint property. Title to such investment properties will be identified by title in the name "TYRESE GIBSON and NORMA MITCHELL GIBSON, husband and wife as tenants in common, proportionately to their respective separate property contributions." If either party contributes his or her separate property for the acquisition or maintenance of such investment property, that party shall be reimbursed from the net proceeds from the sale of that investment property in an amount equal to his or her separate property contribution towards that property. All available cash from the sale of that investment property shall first be used to satisfy this obligation. If the net proceeds are insufficient to reimburse the party in full, the unreimbursed balance of the contribution and accrued interest shall be paid at such time as funds become available from the sale of other joint investment properties. In the alternative, the other party shall pay the contributing party, on demand, one-half of the unreimbursed balance of the contribution from his/her separate property.

7.2 The parties acknowledge and agree that at the present time, there is no jointly owned property of the parties. The parties further acknowledge and agree that neither party has an obligation to acquire any joint property.

7.3 Notwithstanding the above and notwithstanding the terms of *Family Code §§ 2581 and 2640*, for the purpose of division of property upon dissolution of marriage or a legal separation of the parties, property acquired or held by the parties during the marriage in joint form, including property held in joint tenancy by the entirety, shall not be presumed to be community property.

7.4 The parties desire and agree that the only jointly owned property which may be created during the marriage, in either party's sole discretion, shall be the following:

A. Any real or personal property not listed in this Agreement, which they hereafter jointly purchase or acquire, and where title is expressly taken, in writing, in both names. So that there will be no misunderstandings whatsoever in this regard, such a purchase or acquisition, in order to be considered a jointly owned asset, must be specifically identified in and evidenced by a written document that is signed by the party whose funds are used to its acquisition, and which sets forth each party's percentage ownership interest;

B. Gifts to both TYRESE and NORMA jointly; and

C. The joint checking and/or savings accounts established pursuant to paragraph 8.3 below in the joint names of TYRESE GIBSON and NORMA MITCHELL GIBSON.

D. The joint investment property, if any, established pursuant to paragraph 7.1 hereinabove.

7.5 Neither party may make a gift of jointly owned property or dispose of jointly owned property for less than fair and reasonable value, without the written consent of the other party. This paragraph shall not apply to gifts mutually given by both spouses to third parties or to gifts given by one spouse to the other spouse.

7.6 The parties agree that neither party may sell, convey, or encumber the jointly owned property of the parties without the written consent of the other party.

7.7 The parties further acknowledge and agree that either party may borrow funds for the acquisition of separate property. Such borrowing shall not create a joint property liability, or a joint property interest, in the borrowed funds, or in any property acquired by the use of such borrowed funds. Such borrowing shall be repaid from the separate property of the party who borrowed such funds. The party who borrows funds for the acquisition of separate property shall indemnify and hold the party harmless from any and all claims, demands, judgments, liens, and/or attorneys' fees arising out of or in connection with such borrowing.

7.8 The parties further acknowledge and agree that either party may devote his/her personal services, skill, effort, management or energies to the investment or acquisition of his/her separate property without first offering to devote such personal services, skill, effort, management or energies toward the acquisition and/or investment of joint property, if any, of the parties. The parties further acknowledge and agree that either party may engage in business opportunities for the benefit of his/her separate property without first engaging in business opportunities for the benefit of the joint property of the parties, if any, or the other party's separate property.

8. TRANSACTIONS DURING MARRIAGE:

8.1 TYRESE shall pay for the parties' reasonable pre-approved joint living expenses from his separate property. Such living expenses shall be defined as the parties joint housing, food, clothing, medical, and approved incidental expenses. The living expenses of the parties may be paid by TYRESE directly or from the accounts described in paragraph 8.3 below or from charge accounts, if any, established in the names of both parties. To the extent that either party pays or contributes to the living expenses of the other party, the contributing party shall not be entitled to seek, or obtain, reimbursement for the payment of such expenses.

8.2 TYRESE and NORMA have been residing and intend to continue to reside in the Temecula Residence located at 25757 Avenida del Oro, Temecula, California 92590 which is currently owned by TYRESE. As part of his obligation to pay for living expenses of the parties from his separate property, TYRESE shall pay for all of the "carrying expenses" (trust deed installments, property taxes, property insurance, repairs, utilities, general upkeep, etc.) of the Temecula Residence and/or any other residence used by the parties as a replacement primary residence, family residence, or a vacation residence; however, the voluntary payment by NORMA or from the joint accounts of any portion of the "carrying expenses" of such residence(s) shall not create any interest in favor of NORMA in said residence(s) or any right of reimbursement for the payment of said expenses other than as set forth in this Agreement.

8.3 Notwithstanding any provision of this Agreement to the contrary, the

parties may establish one or more checking and/or savings accounts entitled "TYRESE GIBSON and NORMA MITCHELL GIBSON joint property account." Said account shall be held by the parties as tenants in common, each as to a 50% interest as his or her sole and separate property. Each party may, if he or she desires, contribute separate property funds to said accounts, from time to time in his or her absolute discretion, neither party being required to make any such contributions. The party making contributions of separate property funds to these accounts shall not be entitled to seek or obtain reimbursement from the other party, or from the joint property, for any of such contributions. The parties may also, if they desire, contribute joint property funds to said accounts from time to time in their absolute discretion, neither party being required to make any such contributions. The joint property of the parties shall not be reimbursed for any such contributions. In the event any such contributions of separate property or joint property are made, such contributions and all property acquired from such contributions, and all proceeds, income, rents or profits therefrom, or appreciation in value thereto, shall be deemed to be the joint property of the parties.

8.4 In consideration of all of the other terms of this Agreement, and specifically in consideration of NORMA's waiver of spousal support as provided in paragraph 15 below, and NORMA's waiver of her community property rights, TYRESE shall transfer from his separate property to NORMA as NORMA's separate property the sum of \$50,000 directly to NORMA on each of the first ten wedding anniversaries of the parties' marriage, for an aggregate total of \$500,000. Notwithstanding the foregoing, in the event either party files a Petition for Dissolution, Legal Separation, Nullity, or other equivalent pleading, TYRESE's obligations pursuant to this paragraph shall automatically terminate.

8.5 Within sixty (60) days of the parties' marriage, TYRESE will transfer title to the 2007 Land Rover LR3 from his sole and separate property to both NORMA and TYRESE jointly. TYRESE will continue to make payments on said vehicle until paid in full, or sold. Within thirty (30) days of the parties' first wedding anniversary, so long as the parties are married and living together as husband and wife, TYRESE will transfer the entirety of his interest in said vehicle to NORMA as her sole and separate property.

8.6 It is the intention of the parties that the payments made to NORMA pursuant to paragraph 8.4 above shall be used for investment purposes (i) to build NORMA's separate property estate; (ii) to enable NORMA to acquire assets which produce a stream of income, dividends, etc. on her behalf; (iii) to enable NORMA to have an estate of her own which produces a stream of income, dividends; and (iv) be available to her for her support in the event of dissolution of the parties' marriage. The parties further understand and agree that TYRESE's transfers to NORMA pursuant to paragraphs 8.4 and 8.5 are being made, in part, as consideration of NORMA's waiver of TYRESE's support obligation to her as provided in paragraph 15 below.

8.7 Unless agreed otherwise by the parties in a separate written agreement to such effect, executed by each of the parties, making specific reference to this Agreement, neither TYRESE nor NORMA shall be entitled to any compensation for services of any nature or kind rendered by such party to, or for the benefit of, the other party, including, but not limited to, services by one party which aid the other party in the acquisition or improvement of the other party's separate property.

8.8 The election, if any, by the parties after their marriage to file income tax returns on a "joint return" basis rather than "married filing separate return" basis shall not constitute or be construed to be a modification of this Agreement or the creation of any joint property rights or interests in the separate property of either party. The parties shall not be obligated to file income tax returns on a joint return basis, but if they do so, their individual tax liability and/or entitlement to any refund shall be determined on such terms as they may agree. However, if the parties file income tax returns on a "joint return basis," NORMA's individual income tax liability shall not exceed the liability she would have had had she filed her income tax returns on a "married filing separate return" basis. If it is necessary that either party contribute his or her separate property to pay all or a portion of the joint property share of income tax liabilities, that party shall be entitled to reimbursement of the amount of his/her separate property contribution, plus interest at the rate of 10% per annum, at such time as funds become available from the joint property or sale of the joint property. Unless the parties agree otherwise in a specific written agreement, signed by both parties, making specific reference to this Agreement, the other

party shall have no liability to pay the contributing party any portion of the unreimbursed balance of the contribution from his or her separate property.

9. **RIGHTS UPON DEATH:**

9.1 Except as otherwise provided in this Agreement, each of the parties hereby forever releases, disclaims, waives and relinquishes all rights, claims or interests which he or she might otherwise have, on the death of the other party subsequent to said marriage, in, or to, the other party's separate property estate under every applicable statute of succession and under every other law which, except for this Agreement, would give to the survivor of the parties a right to probate homestead, maintenance or support, family allowance, exempt personal property, dower, rights as an heir or widow, or any other interest or right in, or to, the separate property estate or any part of the separate property estate of the other party. Each party hereby forever waives all right to act, and agrees not to seek to act, as administrator or administrator with the Will annexed or administratrix or administratrix with the Will annexed of the separate property estate of the other and/or as trustee of any living trust or testamentary trust created by the other. Nothing contained in this Agreement shall affect the right of either party hereto to receive any legacy or devise or any other benefit expressly given by any Will, living trust and/or testamentary trust of the other executed after the date of their marriage.

9.2 Except as otherwise provided in this Agreement, each of the parties hereby forever releases, disclaims, waives and relinquishes all rights, claims or interests which he or she might otherwise have, on the death of the other party subsequent to said marriage, in, or to, any right to use, license, exploit, protect, or defend the other party's name, likeness, photograph, voice or signature, or any related personal rights.

9.3 Neither party shall have the right to dispose of the other party's interest in any joint property which may have been created under the terms of this Agreement by any estate planning techniques, i.e., will, trust, etc.

9.4 NORMA releases, disclaims, waives and relinquishes any interests she may have in TYRESE's deferred compensation, retirement or retirement-like plans as of

the United States and the State of California;

B. Such rights shall be waived, relinquished and assigned to the administrator or administratrix of the will or trustee of TYRESE's estate to be held and exercised in accordance with the other provisions hereof;

C. To the extent that, notwithstanding the provisions of this paragraph, NORMA receives any proceeds from the exercise of any such rights, NORMA shall hold such proceeds in trust and disgorge such sums to be administered and distributed in accordance with the other provisions of this Agreement and TYRESE's estate plan;

D. NORMA agrees to execute such additional documents as may be requested by the administrator or administratrix of the will and the trustee of TYRESE's estate to effectuate the intent of this paragraph;

E. NORMA hereby irrevocably appoints the administrator or administratrix of the will and trustee of TYRESE's estate as her attorneys-in-fact to exercise on her behalf in their discretion any and all such rights, including to sign any and all documents on her behalf in connection with the exercise, control or disposition of such rights and the proceeds thereof as they relate to copyrights, trademarks, celebrity goodwill or other similar or dissimilar intangible property created or acquired by TYRESE during his lifetime; and

F. In the event that any of the foregoing provisions is not enforceable under applicable law, this shall not affect the enforceability of the balance of such provisions and the unenforceable provision or provisions shall be deemed modified to the minimum extent necessary to be enforceable consistent with the stated intent of the parties hereunder.

10. **OBLIGATIONS:**

10.1 Except as otherwise provided in this Agreement, if any joint property of the parties is contributed towards the purchase price, maintenance or improvement of,

or discharge of, any lien or encumbrance upon any real or personal property which is the separate property of a party, such property shall nevertheless in its entirety remain the separate property of the party in whose name it stands, and the disadvantaged party shall not be entitled to any interest in the separate property of the advantaged party by reason of such contribution. However, if such contribution is made without the written consent of the disadvantaged party, the joint property shall be entitled to reimbursement from the advantaged party of the amount of the contribution, plus interest at the rate of 10% per annum until paid in full.

10.2 Except as otherwise provided in this Agreement, if any joint property of the parties is contributed toward the satisfaction of the separate property debt of a party, the disadvantaged party shall not be entitled to any interest in the separate property of the advantaged party by reason of such contribution. However, if such contribution is made without the written consent of the disadvantaged party, the joint property shall be entitled to reimbursement by the advantaged party of the amount of the contribution, plus interest at the rate of 10% per annum until paid in full.

10.3 Except as otherwise provided in this Agreement, if any separate property of either party is contributed towards the purchase price, maintenance or improvement of or discharge of any lien or encumbrance upon any real or personal property which is the separate property of the other party, such property shall nevertheless in its entirety remain the separate property of the person in whose name it stands. The party making the contribution shall be entitled to reimbursement by the advantaged party of the amount of the contribution plus interest at the rate of 10% per annum until paid in full; no interest in the separate property of the advantaged party shall be created by reason of the contribution.

10.4 Except as otherwise provided in this Agreement, if any separate property of either party is contributed toward the satisfaction of a separate debt of the other party, the party making the contribution shall be entitled to reimbursement by the other party of the amount of the contribution, plus interest at the rate of 10% per annum until paid in full.

10.5 Except as otherwise provided in this Agreement, each party expressly assumes, agrees to pay, and shall indemnify and hold the other harmless from any debts or obligations incurred by that party prior to the date of their marriage. Except as provided by law with regard to reciprocal spousal duties of support after marriage, or as otherwise provided in this Agreement, neither party shall, subsequent to the date of their marriage, incur any indebtedness chargeable against the other party, nor contract any debt or obligation in the name of the other party, and each party agrees to indemnify and hold harmless the other party from any such indebtedness hereafter incurred or created.

11. COMMINGLING:

11.1 The parties recognize that there may be commingling or joint use of separate property and joint property during their marriage, but such commingling or joint use shall not cause their separate property to be converted into joint property, or vice versa, unless agreed to by the parties in a separate agreement in writing to such effect, signed by each of the parties, making specific reference to this Agreement. Bank signature cards, loan applications, etc., shall not be deemed a separate agreement converting separate property to joint property. The provisions of this paragraph 11.1 shall not apply to joint accounts created pursuant to the terms of paragraph 8.3 above.

11.2 Except as provided in paragraphs 7.1 and 8.3 above, any separate property now owned or hereafter acquired by either party shall at all times remain such party's separate property and may not be converted into joint property, community property, or any other form of property except by a separate agreement in writing to such effect, signed by each of the parties, making specific reference to this Agreement.

11.3 Notwithstanding the provisions of paragraphs 11.1 and 11.2 above, either party shall have the right to make gifts to the other party on birthdays, anniversaries or any other gift occasions without the necessity of a separate agreement in writing otherwise required by said paragraphs.

11.4 Except as otherwise provided in this Agreement, "documents of title" shall be controlling in determining whether property is joint property of the parties or the

separate property of either party. Notwithstanding the above, and notwithstanding the terms of *Family Code* §§ 2581 and 2640, for the purpose of division of property upon a dissolution of marriage or a legal separation of the parties, property acquired or held by the parties during the marriage in joint form, including property held in tenancy in common or joint tenancy by the entirety, shall not be presumed to be community property.

11.5 Nothing contained in this Agreement shall be prevent either TYRESE or NORMA from expressly transmuting or converting any portion or item of NORMA's or TYRESE's separate property into joint property; provided, however, such transmutation or conversion must be evidenced in a written document and signed by the spouse whose interest in the property is adversely affected, to be effective and valid. The provisions of this paragraph 11.5 shall not apply to the joint accounts created pursuant to paragraph 8.3 above.

12. PRIOR RELATIONSHIP:

12.1 The parties further acknowledge that they are familiar with any rights that he/she might otherwise have under any of the doctrines and causes of action arising out of or in connection with the holding in the case of *Marvin v. Marvin* (1976) 186 Cal.3d 660. TYRESE and NORMA each acknowledge that he/she does not have or possess any claim against the other party based on any oral agreement, expressed or implied, relating to support, income, or property, because no such agreement exists in any and all such discussions which he/she or the other may have believed to be an agreement have either been fully performed or are hereby terminated and waived as of the date of execution of this Agreement.

12.2 Each party forever releases, disclaims, waives and relinquishes all rights, demands or interests, of every kind or nature, whether known, unknown or suspected, which he or she might otherwise have in and to the separate property (assets, liabilities and/or income) of the other party by reason of their living together prior to the date of their marriage. Each party does hereby waive the provisions of *California Civil Code* § 1542, which provides as follows:

"General Release - Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

12.3 Each party forever waives and relinquishes all rights of every kind or nature, whether known, unknown or suspected, which he or she could assert against the other party because of his/her prior relationship including, but not limited to, assertions that this Agreement is invalid or unenforceable due to the fact that:

- A. A confidential relationship may have existed between the parties;
- B. A fiduciary relationship may have existed between the parties;
- C. Either party unduly influenced the other party to enter into this Agreement; and/or
- D. Either party obtained an unfair advantage over the other party by entering into this Agreement.

13. CHILD CUSTODY/CHILD SUPPORT:

In the event the parties have one or more minor children of their marriage, by live birth or by adoption, and either party desires to dissolve the marriage and file an action for (i) dissolution, (ii) legal separation, or (iii) annulment of their marriage (or equivalent pleading), no provision of this Agreement shall affect either party's rights and obligations to child custody and/or child support.

14. WAIVER OF FIDUCIARY DUTIES WITH RESPECT TO INVESTMENTS OF SEPARATE PROPERTY IN COMPETITION WITH THE JOINT PROPERTY OF THE PARTIES; IF ANY:

14.1 Either party may devote his/her personal services, skill, effort management or energies to the investment of his or her separate property without first

offering to devote such personal services, skill, effort, management or energies to the investment of the joint property of the parties, if any.

14.2 Either party may borrow funds for separate property investments. Such borrowing shall not create a joint property liability, or a joint property interest in the borrowed funds, or any property acquired by use of such funds. Such borrowing shall be repaid from the separate property of the party who borrowed such funds. The party who borrows funds for separate property investments shall indemnify and hold the other party harmless from any and all claims, demands, judgments, liens and attorney's fees arising out of, or in connection with, such borrowings.

14.3 Either party may engage in business opportunities for the benefit of their separate property without first engaging in the business opportunities for the benefit of the joint property of the parties.

14.4 Each party waives any rights that might otherwise exist by reason of their marriage with respect to any business opportunity, investment opportunity or other financial opportunity that comes to the attention of the other spouse, whether or not such opportunity is pursued or exploited by the other spouse. By way of example, if NORMA learns of an extremely favorable business opportunity (and regardless of how she learns of such opportunity), NORMA may invest her separate property in such opportunity without any obligation to share her information or any aspect of the opportunity with TYRESE and without any possibility of any claim by TYRESE based on principles of community property, spousal fiduciary duty or otherwise. By way of further example, if TYRESE learns of an extremely favorable business opportunity (and regardless of how he learns of such opportunity), TYRESE may invest his separate property in such opportunity without any obligation to share the information or any aspect of the opportunity with NORMA and NORMA shall not acquire any interest in such business opportunity and shall have no claim that TYRESE should have disclosed and/or shared such business opportunity with her in any way whatsoever or at all.

14.5 TYRESE and NORMA each acknowledge that he/she has been advised by his/her respective counsel regarding the provisions of *California Family Code*

§§ 721, 1100, 1101 and 1102 and the right that each party might possess under such sections if this Agreement had not been entered into. To the fullest extent permitted by law, TYRESE and NORMA hereby expressly waive any and all rights to accounting or other information or disclosures with respect to the income, property, liability or expense of the other party pursuant to *California Family Code §§ 721 and 1100* or any similar or successor statute. In addition, each party expressly waives all fiduciary obligations that might otherwise be imposed pursuant to *California Family Code 720, 1100 or 1102* or any similar or successor statute and all remedies provided by *California Family Code § 1101* or any similar or successor statute.

14.6 TYRESE and NORMA each further acknowledge that he/she has been advised, in detail, by his/her respective counsel regarding the provisions of *California Family Code §§ 2100 through 2113* and the rights that each might possess under such provisions if this Agreement were not entered into. To the fullest extent permitted by law, each party hereby waives any and all rights to accountings, listing of assets or other information or disclosures with respect to the income, property, liabilities or expenses of the other party pursuant to *California Family Code §§ 2100 through 2113* or as those fiduciary obligations may be expanded by any similar or successor statute, to the extent that such waiver is permissible under current law or under the law in effect when said Sections or similar or successor statutes would otherwise apply. In other words, TYRESE and NORMA hereby expressly waive said rights to the maximum extent permitted by current law and if there is a change in the law allowing more extensive waivers than are now allowed, then this Agreement shall be deemed automatically amended to provide for such more extensive waivers.

15. **SPOUSAL SUPPORT WAIVER IN THE EVENT OF DISSOLUTION OF MARRIAGE:**

15.1 In the event of the dissolution of marriage of the parties, each party waives the right to receive spousal support from the other party. The Court hearing the dissolution proceeding shall have no jurisdiction whatsoever with regard to spousal support, including, without limitation, temporary, pendente lite and/or permanent support.

15.2 The parties acknowledge that the case of *Pendleton v. Fireman* (2000) 24 Cal.4th 39, 99 Cal.Rptr.2d 278 decided in August 2000 by the California Supreme Court, held that such a waiver was permissible. In addition, a recent change to *California Family Code § 1612* implies that such a waiver is permissible. However, the decision and change to the code section leaves some uncertainty whether or not the waiver would be permissible under each, every and all circumstances. This issue may become clarified subsequent to the date of this Agreement by further Court rulings or further changes in the California Family Code adopted by the State Legislature, or otherwise. Notwithstanding such uncertainty, the parties intend and desire that their spousal support waiver contained in paragraph 15.1 above be enforceable under every and all circumstances.

15.3 The parties acknowledge that *California Family Code § 1612(c)* now provides in part that a waiver of spousal support is not enforceable if the waiver is unconscionable at the time of enforcement. Although the parties cannot now know what might be unconscionable at some time in the future, they acknowledge that as of the date of this Agreement, neither party believes that his/her waiver of spousal support is unconscionable. NORMA further acknowledges that she understands that TYRESE's undertakings under this Agreement set forth below are, in part, consideration for NORMA's waiver of spousal support, and that TYRESE would not have agreed to such undertakings but for NORMA's agreement to waive spousal support:

A. TYRESE's agreement to transfer to NORMA as her sole and separate property the sum of \$50,000 per year on each of the parties' first ten wedding anniversaries, so long as neither party has filed and served a Petition for Dissolution of Marriage, Petition for Legal Separation or other equivalent pleading.

B. TYRESE's agreement to transfer to NORMA the 2007 Land Rover LR3 as set forth in paragraph 8.5 above, first as joint property, and if the parties are married and living together thirty (30) days after their first wedding anniversary, then to NORMA as NORMA's sole and separate property.

C. TYRESE's agreement to pay for all of the parties' reasonable joint living expenses from his separate property as set forth in paragraph 8.1 above; while

NORMA's income remains her sole and separate property, except as provided in this Agreement.

D. NORMA further acknowledges that it is expected that she will invest the payments made to her pursuant to paragraph 8.4 above, so that the funds will be available to her to use for her support in the event of the dissolution of the marriage of the parties.

15.4 Both parties represent and warrant that they have given their conscious, informed and voluntary consent to the waivers and agreements contained in this paragraph 15.

16. GOODWILL:

TYRESE and NORMA acknowledge and agree that although California appellate case law recognizes the existence of business goodwill and professional goodwill, to date California case law has not recognized the existence of "executive goodwill" or "celebrity goodwill" (i.e., the intangible value of either party's reputation and/or expectation of continued public patronage) as an asset subject to division in a marital dissolution, legal separation or other equivalent action, but may do so at some future date. TYRESE and NORMA each freely and knowingly waives the right to claim any interest in any professional goodwill, business goodwill, celebrity goodwill or any other type of goodwill possessed by the other party in any marital dissolution, legal separation or other equivalent action in the event the right to claim said interest is recognized under California law. TYRESE and NORMA each waives the right to claim any interest in any goodwill in connection with any partnership, business, project or profession commenced by either party during the parties' marriage or prior to their marriage.

17. AGREEMENT DOES NOT PROMOTE DISSOLUTION OF MARRIAGE.

17.1 TYRESE and NORMA acknowledge and agree that this Agreement does not encourage and/or promote dissolution of marriage pursuant to the opinions of *In Re Marriage of Dawley* (1976) 17 Cal.3d 342 and *In Re Marriage of Higgason* (1973) 10 Cal.3d 476, regardless of which party commences a proceeding for dissolution of marriage,

legal separation or nullity.

17.2 In the event that either party commences a proceeding for dissolution of marriage, legal separation or nullity, it is the parties' intention that the Court determine that this Agreement is valid, binding, enforceable and is not void as against public policy.

18. CONFIDENTIALITY

18.1 The parties agree that the terms of this Agreement shall not be disclosed to any third party other than counsel for the parties to this Agreement; counsel that has been retained or may be retained at a future date for the purpose of drawing up or implementing the terms of any will or trust for one or both of the parties, counsel retained in connection with any proceeding, consultation or advice concerning this Agreement or concerning a dissolution, separation or any other action between the parties, the Court (including any private judging forum), in the event of any proceeding, consultation or advice concerning this Agreement or proceeding, any proceeding, consultation or advice in connection with a dissolution of marriage, legal separation or any other action between the parties or the parties' forensic experts retained in connection with any proceeding, consultation or advice of the parties.

18.2 The parties further agree that any third party who is given knowledge of the terms of this Agreement (i) shall be advised that such terms are confidential, (ii) shall be instructed by either and/or both of the parties not to further disclose such information, and (iii) shall provide a signed written acknowledgment of the terms of this paragraph 18. a copy of which shall be delivered to the other party on request. In the event that either party does not obtain such a signed written acknowledgment from the third party and said third party breaches this Confidentiality Agreement in any manner, in addition to any remedies against such third parties, the party who did not obtain such a signed written acknowledgment from such parties shall be held responsible for any such breaches. Such responsibility of the party shall include, without limitation, all attorneys' fees and costs which the party incurs to enforce the terms of this paragraph 18. The requirement regarding a signed written acknowledgment shall only extend to the attorneys, accountants, and other professionals (i.e., therapists, appraisers, etc.) of either party and shall not

extend to any employees of such professionals.

18.3 In addition to the terms of this Agreement, the parties acknowledge that each of the parties may learn information about the personal or business financial affairs, personal or business dealings, and personal and professional or business associates of the other which is private and confidential and which each wishes to remain confidential and free from disclosure other than as made necessary to effectuate the validity, implementation, and terms of this Agreement or as is necessary in connection with any proceeding, consultation or advice of the parties.

18.4 On the basis of all of the foregoing provisions, and except as expressly provided above, neither party shall disclose, intentionally publish, cause to be published or provide information or documentation to any other individual or entity relating to the publication or dissemination of any documents, diary, memoir, letter, story, photograph, interview, article, essay, description or depiction of any kind whatsoever, whether fictionalized or not, which:

A. Describes, depicts or discloses the terms, provisions or substance of this Agreement or any information concerning the terms, provisions, substance or events giving rise to the execution of this Agreement;

B. Describes, depicts or discloses any financial information of the other party, the other party's professional or business interests and/or financial aspects of the parties' relationship;

C. Describes, depicts or discloses negative or disparaging information as to (i) the parties' marriage; (ii) the other party's family and such party's relationship with his or her family; and or (iii) the other party's professional and business interests.

18.5 If the parties should dissolve their marriage through the filing of any legal action including, without limitation, dissolution, legal separation, nullity or otherwise, the parties agree that it is in the best interest of them individually that any and all information described hereinabove is and shall remain private and confidential, and shall

not be disclosed during any period of time, including the period of time in which any legal action as described herein is pending except as is necessary in connection with the proceeding, consultation or advice.

18.6 The parties acknowledge that each party's agreements as stated hereinabove are a material inducement for each party to enter into this Agreement.

18.7 In the event that either party breaches any of the above terms of this paragraph 18, each party shall have available all rights, remedies and actions available at law or in equity.

19. MISCELLANEOUS

19.1 Each party shall, at the request of the other, execute, acknowledge and deliver whatever additional instruments as may be required in order to accomplish the intent of this Agreement, and to enable either party to generally deal with, buy, sell, encumber, etc. his/her separate property. For example, if either party desires to purchase an interest in real property with his/her separate property, the other party shall sign a quitclaim deed evidencing that he/she has no interest in the real property. Notwithstanding the failure of either party to execute any such instrument, this Agreement shall be in all respects operative as though said instruments were in fact executed.

19.2 The parties acknowledge that they have been represented in the negotiations for, and in the preparation of, this Agreement by independent counsel, and that they have read this Agreement and have had its contents fully explained by such counsel and that they are fully aware of the significance of the contents.

19.3 Each of the parties acknowledges that he and she has made his/her own independent investigation of the assets and liabilities of the other party and in connection therewith, each party has disclosed to the other party the nature and character of his or her property interest. TYRESE and NORMA acknowledge that he and she have been furnished and inspected all financial and other records pertaining to the nature, extent and value of the other party's assets and liabilities, and the other party's income that he or she has requested. To the extent that either party has not made any requests for any

other documents or information, or has not conducted a complete investigation with respect to the nature, extent and value of any assets or income of the other party, the failure to make such requests or conduct such investigations has been a free and voluntary action and is not based upon any statements, representations, promises or covenants made by the other party except as set forth herein. TYRESE and NORMA each waive the provisions of *California Probate Code* § 143(a)(1) and *California Family Code* § 1615(a)(2)(A) and 1615(a)(2)(B) relating to financial disclosures.

19.4 Each party voluntarily and expressly waives any right to disclosure of property or the financial obligations of the other party beyond the disclosure provided in this Agreement.

19.5 Each of the parties acknowledges that no representations, covenants or warranties, either express or implied, have been made to him or her which are not set forth in this Agreement.

19.6 This Agreement shall be operative only in the event that the contemplated marriage between the parties shall take place.

19.7 Nothing in this Agreement shall be construed as absolving either party of their legal and/or moral obligations to support the other party or any minor children of the parties during the term of their contemplated marriage.

19.8 This Agreement shall bind the parties hereto, and their respective heirs, successors, executors, administrators, assigns and legal representatives.

19.9 All obligations of TYRESE to NORMA under this Agreement shall be extinguished *ab initio* if NORMA (or anyone claiming through NORMA) attempts to challenge the effectiveness of any provision of this Agreement, or makes any claim (whether or not well-founded) against TYRESE, his estate, legal representatives, heirs, beneficiaries, etc., for any benefit relating to TYRESE's separate property not provided for under the terms of this Agreement. In such event, NORMA shall, on demand, return to TYRESE all funds transferred to her pursuant to the provisions of paragraph 8.4 above. All provisions relating to the property characterization shall remain in full force and effect.

19.10 In the event that either party files an action for dissolution of marriage, legal separation, nullity, or a separate action, NORMA shall have up to sixty (60) days to move out of the parties' primary residence, replacement primary residence, family residence and vacation residence. In the event that NORMA does not move out of said residences within sixty (60) days, TYRESE shall be entitled to seek an immediate order obtaining exclusive use and possession of the TEMECULA RESIDENCE and/or any other residence used by the parties as a replacement primary residence, family residence, or a vacation residence, and/or shall be entitled to seek an immediate order through an unlawful detainer action to obtain immediate use and possession of the residence. NORMA shall not be entitled to move into any other residence owned by TYRESE unless TYRESE specifically agrees to same in writing.

19.11 This Agreement may be modified, altered or amended only by an agreement in writing to such effect, signed by each of the parties.

19.12 This Agreement shall be construed and enforced in accordance in accordance with the laws of the State of California, irrespective of where the parties may reside during their marriage or after the marriage is terminated. This Agreement shall govern the parties' rights and obligations regarding their property of any type, wherever situated, whether within or outside the State of California or the United States, irrespective of where the parties may reside during their marriage or after the marriage is terminated.

19.13 If, to any extent, or for any period of time, any provision of this Agreement is determined to be invalid, such invalidity shall not affect the validity or enforceability of such provision for any other period of time, nor the validity or enforceability of any other provision of this Agreement.

19.14 If it shall hereinafter be necessary for either party to employ legal counsel to enforce, defend and/or interpret any of the terms of this Agreement, the prevailing party shall be entitled to such reasonable attorneys' fees and costs as the Court may award.

19.15 The parties acknowledge that this Agreement has not been executed

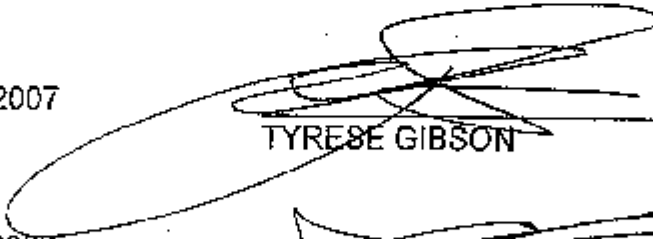
under duress, fraud or undue influence and that the parties did not lack capacity to enter into this Agreement.

19.16 TYRESE and NORMA acknowledge that he/she has had this Agreement in his/her possession and he/she was advised to seek independent legal counsel not less than seven (7) calendar days between the time he/she was first presented with the Agreement and advised to seek independent legal counsel and the time the Agreement was executed by each of the parties.

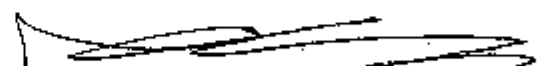
19.17 Concurrently with the execution of this Agreement, TYRESE shall execute a Declaration re Prenuptial Agreement in the form and content of Exhibit "C" attached hereto.

19.18 Concurrently with the execution of this Agreement, NORMA shall execute a Declaration re Prenuptial Agreement in the form and content of Exhibit "D" attached hereto.

DATED: 11-29, 2007


TYRESE GIBSON

DATED: 11-29, 2007


NORMA MITCHELL

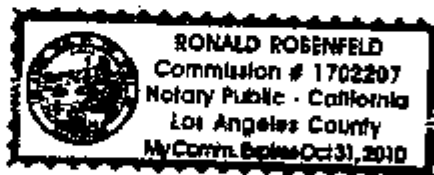
STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES)

On 11/29, 2007, before me, Ronald Rosenfeld, a Notary Public, in and for said State, personally appeared TYRESE GIBSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Ronald Rosenfeld

Name (Typed or Printed)
Notary Public in and for said County and State



STATE OF CALIFORNIA

)
)ss.:
)

COUNTY OF LOS ANGELES

On 11/29, 2007, before me, Ronald Rosenfeld, a Notary Public, in and for said State, personally appeared NORMA MITCHELL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Ronald Rosenfeld*

Name (Typed or Printed)
Notary Public in and for said County and State

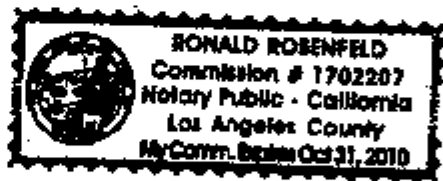


EXHIBIT "C"DECLARATION OF TYRESE GIBSON
RE EXECUTION OF PRENUPTIAL AGREEMENT

I, TYRESE GIBSON declare and state as follows:

I have read the Prenuptial Agreement dated 11-29, 2007, between myself and my fiancée, NORMA MITCHELL.

I have reviewed the Prenuptial Agreement with my attorney.

I understand the terms and legal effect of the Prenuptial Agreement.

I have no questions concerning the Prenuptial Agreement.

I have not recently had any drug, narcotic, alcohol or any substance which would affect my ability to understand or participate in the execution of the Prenuptial Agreement.

No one has made any representations to me, other than as set forth within the Prenuptial Agreement, to influence or induce me to execute the Prenuptial Agreement.

Despite the fact that the Prenuptial Agreement may be signed shortly before my wedding to NORMA MITCHELL, I have had sufficient time to review, discuss and contemplate the Prenuptial Agreement. I have understood that we would have a Prenuptial Agreement and we have been discussing same for five months. I have had this Prenuptial Agreement in my possession for at least seven days prior to signing same. I acknowledge that I am under no duress and have had sufficient time to review, discuss and contemplate the Prenuptial Agreement.

I further acknowledge that I have had a full opportunity to discuss the terms, conditions and provisions of this Agreement with an attorney of my choice, and have had full and complete access to such attorney, who has fully explained the ramifications of this Agreement and answered all questions I had regarding same.

I understand that the Prenuptial Agreement will be presumed valid under California law unless proven otherwise. I further understand and agree that I cannot and will not allege in the future that the Prenuptial Agreement is invalid due to duress, undue influence, due to any time constraints and/or any other reason prior to my signing said document.

I am freely and voluntarily entering into and executing the Prenuptial Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed 11-29, 2007, at Beverly Hills, California.



TYRESE GIBSON

EXHIBIT "D"DECLARATION OF NORMA MITCHELL
RE EXECUTION OF PRENUPTIAL AGREEMENT

I, NORMA MITCHELL, declare and state as follows:

I have read the Prenuptial Agreement dated 11-29, 2007, between myself and my fiancé, TYRESE GIBSON.

I have reviewed the Prenuptial Agreement with my attorney.

I understand the terms and legal effect of the Prenuptial Agreement.

I have no questions concerning the Prenuptial Agreement.

I have not recently had any drug, narcotic, alcohol or any substance which would affect my ability to understand or participate in the execution of the Prenuptial Agreement.

No one has made any representations to me, other than as set forth within the prenuptial agreement, to influence or induce me to execute the Prenuptial Agreement.

Despite the fact that the Prenuptial Agreement may be signed shortly before my wedding to TYRESE GIBSON, I have had sufficient time to review, discuss and contemplate the Prenuptial Agreement. I have understood that we would have a Prenuptial Agreement and we have been discussing same for five months. I have had this Prenuptial Agreement in my possession for at least seven days prior to signing same. I acknowledge that I am under no duress and have had sufficient time to review, discuss and contemplate the Prenuptial Agreement.

I further acknowledge that I have had a full opportunity to discuss the terms, conditions and provisions of this Agreement with an attorney of my choice, and have had full and complete access to such attorney, who has fully explained the ramifications of this Agreement and answered all questions I had regarding same.

I understand that the Prenuptial Agreement will be presumed valid under California law unless proven otherwise. I further understand and agree that I cannot and will not allege in the future that the Prenuptial Agreement is invalid due to duress, undue influence, due to any time constraints and/or any other reason prior to my signing said document.

I am freely and voluntarily entering into and executing the Prenuptial Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed 11-29, 2007, at Beverly Hills, California.


NORMA MITCHELL