

Attachment #1 Separation Agreement

STATE OF NORTH CAROLINA

DRAFT 2

COUNTY OF WAKE

SEPARATION AGREEMENT AND PROPERTY SETTLEMENT

THIS SEPARATION AGREEMENT AND PROPERTY SETTLEMENT, by and between, Nancy Cooper, hereinafter referred to as "Wife", a resident of Wake County, North Carolina, and Bradley Cooper, hereinafter referred to as "Husband", a resident of Wake County, North Carolina, is effective on the date that both parties have executed this Agreement as evidenced by the dates accompanying their respective signatures subscribed at the end of this Agreement;

WITNESSETH:

THAT WHEREAS, the parties were married to each other on the 13th day of October, 2000 in Canada, and certain differences have arisen between them rendering it undesirable for them to continue to live together as husband and wife, by reason whereof they shall separate as soon as reasonably practicable after the execution of this Agreement;

WHEREAS, there were two children born of the marriage; namely, Isabella Cooper, born on the 23rd day of February, 2004; and Gabriella "Katie" Cooper, born on the 23rd day of July, 2006;

WHEREAS, each of the parties is more than eighteen years of age, and they desire to confirm their separation and to make agreements in connection

therewith, including the settlement and adjustment of their property rights and other rights, responsibilities, and obligations growing out of their marital relationship; and

WHEREAS, each party has read this Agreement, fully understands the terms, conditions and provisions hereof and deems such terms to be fair, just, and equitable.

NOW, THEREFORE, in consideration of the premises, the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, each party stipulates, agrees, and covenants with the other as follows:

1. **CONDITIONS OF SEPARATION.** The parties agree to separate as soon as reasonably practicable after the execution of this Agreement. It shall be lawful for, and the said Husband and Wife shall at all times after their physical separation, live separate and apart, each free from the marital control and authority of the other, direct or indirect, as fully as if he or she were sole and unmarried. Each of the parties shall have the right to reside at such place or places as he or she shall select and to associate with person or persons as he or she shall desire. Neither party hereto shall hereafter disturb, annoy, or in any way interfere with the other, directly or indirectly, or intrude without invitation upon the presence of the other, or malign or defame the character of the other party.

2. **COVENANT OF NON-INTERFERENCE.** Each party agrees that neither of them will, in any manner, molest or interfere with the personal rights,

liberties, or privileges of the other, and that each shall henceforth live his or her own personal life as he or she chooses, unrestricted in any manner.

3. **SUBSEQUENT PROPERTY TRANSACTIONS.** Except as otherwise provided herein, either party may at any time hereafter acquire, possess, encumber, transfer, convey, or otherwise deal with any and all classes of property, real or personal, tangible or intangible, or mixed, whether now owned or possessed or hereafter acquired by either of them, without the joinder or consent of the other party and with the same force and effect as if they were unmarried.

4. **RELEASE OF PROPERTY AND ESTATE RIGHTS.** Except as otherwise provided herein, each party hereby waives, releases and renounces, and hereby conveys, quitclaims and assigns over to the other party and his or her heirs, executors and administrators, any and all rights, title, interest, and control he or she may now have or shall hereafter acquire under the present or future laws of any jurisdiction, in, to or over the person, property or estate of the other, arising by reason of their marital relationship or otherwise including, but not limited to, dower, curtesy, statutory allowance, widow's allowance, homestead rights, right to take in event of intestacy, right to any share as the surviving spouse, any right of election, right to take against the last will and testament of the other or to dissent therefrom, right to act as administrator or executor of the estate of either, and any and all other vested or contingent rights, title or interest of any kind in and to any said property or estate of any kind of the other. Nothing in this Agreement, however, shall be construed as waiving the

right of either party to take real or personal property by right of survivorship or to receive a devise, request, or appointment (including an appointment as a personal representative) under any Will executed by the other after the date of the execution of this Agreement, or to accept the proceeds of any life insurance policies upon the death of the other as stated in the policy or to receive social security benefits by reason of their marriage.

5. **PRESENT DEBTS.** Except as otherwise provided herein, Husband shall be solely responsible for and to promptly pay when due any debt currently outstanding in either party's name at the time this Agreement is executed and to hold Wife harmless therefrom.

6. **FUTURE DEBTS.** Except as otherwise provided herein, neither party shall hereafter charge or cause or permit to be charged to or against the other any purchase which either of them may hereafter make, and shall not hereafter create any engagements or obligations in the name of or against the other and shall never hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name; and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself and will hereafter hold the other free and harmless and indemnify the other from any and all subsequent debts, obligations, or liabilities which each may incur or sustain.

7. **MARITAL AND DIVISIBLE PROPERTY WAIVER.** In accordance with North Carolina General Statute Section 50-20(d) and related statutes and case law, the parties hereby acknowledge that the provisions herein for the

distribution of marital and divisible property are equitable, fair, reasonable and satisfactory to the Husband and the Wife and are made in full and complete satisfaction of any and all claims which each party may have against the other party or the property of the other party under present and future laws relating to the distribution of marital and divisible property. Each party accepts the provisions herein made for them in lieu of and in full and final settlement and satisfaction of any and all claims or rights that either party may now or hereafter have against the other party for the distribution of property.

8. **FREE TRADER.** It is mutually agreed that in any sale, transfer or conveyance by either of the parties hereto of any real or personal property now owned (not including the parties' home on 104 Wallsburg Court in Cary, North Carolina) or hereafter acquired by such party, it shall not be necessary in order for the grantee or transferee to have good title that the other party hereto sign and execute the deed, deed of trust, mortgage or other instrument of transfer for the sale or conveyance of said properties; each of the parties hereto hereby releasing to the other all right, title and interest that he or she may have or hereafter acquire by the other; and, with regard to any such real or personal property, each shall be in the same position and status as if the said party were single and unmarried and as if the marriage between the parties had never taken place. However, each of the parties hereto will, at any time or times hereafter, execute and deliver any all such further instrument as the other party shall reasonably require for the purpose of giving full effect to the covenants, provisions and agreements of this paragraph.

9. **ALIMONY.** Husband shall pay alimony to Wife as follows:

A. Monthly Amount. On or before the 1st day of each month commencing May 1, 2008, Husband shall pay alimony of \$_____ each month to Wife for her personal support and maintenance until the 30th day of April, 2016. Said alimony terms are non-modifiable and shall terminate upon the first to occur of the following:

- i. Husband's death;
- ii. Wife's death;
- iii. Wife's remarriage; or
- iv. Agreement of the parties.

After the occurrence of one of the aforementioned events, Husband's alimony obligation shall terminate.

B. Tax Consideration. It is understood and agreed that the alimony payable under this Agreement shall be included in Wife's gross income as provided by § 71 of the Internal Revenue Code, and it shall be tax deductible by Husband pursuant to § 215 of the Internal Revenue Code.

10. **TRANSFERS OF PROPERTY INCIDENT TO DIVORCE.** The parties hereto agree (i) that the transfer of property hereunder is related to the divorce; (ii) that the transfer of property hereunder is a transfer incident to divorce and is related to the cessation of the marriage; (iii) that the intent and purpose of this Agreement is for the transfer of property hereunder to be tax free pursuant to

§1041 and §2516 of the Internal Revenue Code and the applicable provisions of North Carolina law and for no gain or loss to be recognized by either party as a result of such transfer; and (iv) that they will file a formal election if necessary or otherwise take such actions as may be required by applicable provisions of the state or federal income tax law and regulations to give full force and effect to their aforesaid intent and purpose.

11. PROPERTY SETTLEMENT. In full settlement of all property rights and questions between the parties, in satisfaction of North Carolina General Statutes § 50-20 et seq. and pursuant to § 50-20(d) and to §§ 1041 and 2516 of the Internal Revenue Code as non-taxable transfers, the parties agree as follows:

A. 104 Wallsburg Court. The parties own as tenants by the entirety the real property and house located at 104 Wallsburg Court, Cary, North Carolina. Immediately subsequent to the execution of this Agreement, the parties shall list the house for sale with local real estate agent Tom Garrett of Prudential.

The parties shall complete the upfit/repairs to the property as recommended by Mr. Garrett. The cost and expense of the upfit/repairs shall be paid by Husband at the time payment is due, and he shall indemnify and hold Wife harmless from the same. The parties shall also arrange for the removal and disposal (or donation) of all clutter from the property as recommended by Mr. Garrett. The cost and expense of removing and disposing of all clutter shall

be paid by Husband at the time payment is due, and he shall indemnify and hold Wife harmless from the same.

The property shall be listed for sale at \$370,000 or at the price recommended by Mr. Garrett. Any and all reductions in the listing price shall be as recommended by Mr. Garrett, and the parties shall follow his recommendations as to listing price and seller incentives. The parties shall accept any written, non-contingent offer to purchase the home within ___% of its then listed sales price. Pending sale, the property's mortgage, taxes, insurance and utilities shall be paid by Husband.

Upon the closing of the sale of the property, the proceeds shall be disbursed sequentially as follows:

- (1) Payment of the entire mortgage and any other loan secured by the property as of the date of execution of this Agreement;
- (2) Payment of all real estate commissions, taxes and other costs or expenses normally associated with selling real property;
- (3) Payment of the entire loan secured by the BMW X5;
- (4) Payment of the entire 401(k) loan;
- (5) Payment of the entire balance held on the American Express credit card;

(6) Payment of the entire balance held on the LL Bean credit card;

(7) Payment of the entire balance held on the Circuit City credit card; then

(8) All remaining proceeds to Wife.

Pending sale, all credit card debt, the BMW X5 loan and the 401(k) loan shall be serviced by Husband. After the credit cards set forth above are paid off, they shall be immediately cancelled and closed.

B. Vehicles. The parties hereby agree to the following disposition of their motor vehicles:

(1) Husband. Wife hereby transfers, assigns, and relinquishes unto Husband any and all of her right, title and interest in the BMW 325. At the time of the execution of this Agreement, there is no lien on this vehicle. After the execution of this Agreement, said vehicle shall belong solely to Husband, free and clear from any claim or right of Wife. Wife shall execute any and all documents of title necessary to transfer her interest in the BMW 325 to Husband. Husband shall be solely responsible for maintaining appropriate insurance on this vehicle.

(2) Wife. Husband hereby transfers, assigns, and relinquishes unto the Wife any and all of his right, title and interest in the BMW X5. At the time of the execution of this Agreement, there is a lien on this vehicle which shall be extinguished using the proceeds from the sale of the marital residence as set forth herein. After the execution of this Agreement, said vehicle shall belong solely to the Wife, free and clear from any claim or right of the Husband. Husband shall execute any and all documents of title necessary to transfer his interest in the BMW X5 to Wife. Wife shall be solely responsible for maintaining appropriate insurance on this vehicle.

(3) Transfer of Title. Each party shall execute and deliver to the other party such instruments or documents as may be necessary or appropriate to effectuate the transfer of title to the aforesaid vehicles, and each party hereby irrevocably appoints the other party as his or her attorney-in-fact for the purpose of executing such documents and transferring title to the vehicles described above. The party receiving title to a vehicle pursuant to this

section shall be solely responsible for paying any title transfer fees.

(4) **Negligent Operation.** Each party agrees to indemnify and hold the other harmless from all liability arising by reason of their separate operation of any of the aforesaid vehicles. The parties shall obtain liability insurance in their separate names for their respective vehicles and shall pay the premiums on said policies as they become due.

C. CIBC RRSP Accounts. At the time of the execution of this Agreement, the parties maintain three (3) CIBC RRSP accounts. As soon as reasonably practicable, the parties shall withdraw and equally divide all sums from these accounts. The parties shall then close the accounts.

D. 401(k). After extinguishing the loan on this account using the proceeds from the sale of the marital residence as set forth herein, the parties shall transfer the total value of Husband's 401(k) as of the date of distribution to Wife through the use of a qualified domestic relations order to be prepared by Wife's counsel. The parties warrant that this is the only retirement account owned by either of them.

E. Life Insurance. Husband presently maintains insurance on his life through _____. The policy has a

face value of \$_____ and a cash surrender value of \$_____. For so long as both parties are still living, Husband shall continue to take all necessary steps and pay any and all applicable premiums to keep this life insurance in effect on his life. For so long as Wife is living, Husband shall designate Wife as sole primary beneficiary.

F. Household Furnishings & Personal Property.

Household furnishings, appliances and other personal property located in the marital residence shall be divided by the parties as set forth on Exhibit A attached hereto. Each party hereby transfers, assigns, and relinquishes unto the other any and all right, title or interest he or she may have in the furnishings and personal property being transferred to the other party pursuant to Exhibit A.

Each party hereby acknowledges sole ownership in the other party of all of his or her wearing apparel, personal ornaments and other personal effects, as well as all property owned by either party prior to their marriage, all property inherited by either party during the marriage and all property given or loaned to either party (or to the family) by his or her relatives. Husband and Wife shall mutually agree upon a date and time to divide and distribute these items from the marital residence.

G. Stock Options and Employee Stock Purchase Plan. At the time of the execution of this Agreement, Husband has

the following stock options: _____; additionally, Husband has an interest in an Employee Stock Purchase Plan. The parties agree that Husband shall retain said options and plan, and Wife hereby transfers, assigns, and relinquishes unto him any and all right, title or interest she has in the stock options or stock purchase plan.

12. **CHILD SUPPORT.** Wife and Husband agree to the following child support provisions:

A. Monthly Amount. Commencing May 1, 2008, Husband shall pay Wife \$2,100 on the 1st of each month as child support until the youngest living minor child of the parties obtains the age of 18.

B. Health and Dental Insurance. Husband shall maintain health and dental insurance on the minor children for so long as he has a child support obligation as set forth in subparagraph A above.

C. Unreimbursed Medical, Dental, Vision and Orthodontic Expenses. The minor children's medical, dental, vision and orthodontic expenses not reimbursed or covered by insurance shall be paid by Husband until Husband's child support obligation terminates.

D. Extracurricular Activities. The expense of mutually agreed upon extracurricular activities for the minor children shall be

paid by Husband until Husband's child support obligation terminates.

E. Income Tax Dependency Exemption. Wife shall claim all of the children as dependents.

F. Private School. The minor children shall attend a mutually agreed upon private school from kindergarten through high school. Husband shall be responsible for 100% of the tuition, clothes, extracurricular activities and other school expenses.

13. CHILD CUSTODY. Both Husband and Wife are fit and proper persons to have the care, custody and control of the minor children. Each parent shall have joint legal custody of the minor children so that there shall be joint decision-making by the parents. Physical custody shall be shared by the parents in such a way to assure the minor children of continuing contact with both parents. Husband and Wife agree to the following additional custodial provisions:

A. Primary Residence. The primary residence of the minor children shall be with Wife. Wife shall be entitled to relocate with the minor children to Canada at any time subsequent to the execution of this Agreement.

B. Husband's Visitation. The minor children may visit with Husband as often as the parties mutually agree. Husband shall have at least the following visitation times:

(1) Alternating Weekends. Husband shall enjoy physical custody of the minor children on alternating weekends from 7:00 p.m. on Friday until 5:00 p.m. on Sunday. Husband shall be responsible for arranging all travel necessary to exercise visitation. In the event that Husband cannot travel to exercise visitation, he shall have the option of flying the minor children to him; provided, however, that Wife must accompany the minor children on the flight to and from Husband's location. Husband shall be solely responsible for any and all travel expense incurred, including expenses for airfare, food and lodging for him, the minor children and/or Wife.

(2) Summer Vacation. Husband and Wife may both exercise up to two (2) non-consecutive weeks of visitation with the minor children during the summer. Husband and/or Wife shall provide the other with 30 days written notice of the dates of these weeks.

C. General Custodial Provisions. Husband and Wife shall respect and support the parenting style and authority of the other. The parents shall discuss all major child-rearing issues and remain jointly responsible for all major decisions regarding the

minor children's development, education, health and welfare, including decisions regarding schools, medical, dental and relocation. If the parents disagree, Wife shall have final decision making authority. Day-to-day decisions regarding the minor children's welfare shall be the responsibility of the parent with custody on the particular day on which the issue arises.

Neither party shall do anything to estrange the minor children from the other party or injure the minor children's opinion of the other party.

Neither party shall have overnight guests over the age of 18 of the opposite sex to whom that party is not married or related to by consanguinity or marriage when a minor child of the parties is in that party's custody.

D. Medical Emergencies. Should a medical emergency arise when any or all of the minor children are with either parent, that parent with custody at the time of the emergency shall have full authority to make necessary decisions concerning the emergency. The custodial parent at the time of the emergency shall notify the other parent of the emergency as soon as reasonably practical. Each parent shall provide the other with detailed emergency contact information, including current home, office and cell phone numbers, email addresses and the name and phone number of

another emergency contact person, and each parent shall update the same as necessary.

E. Non-emergency Medical Issues. Each parent shall be entitled to complete, detailed information from any pediatrician, dentist, optometrist, orthodontist, general physician, consultant, specialist or other medical provider attending to the minor children for any reason. Each parent shall have the right to receive copies of any medical records of the minor children upon request. Husband and Wife shall advise each other of any illness, accident or other matter seriously affecting any of the minor children's health and welfare.

F. School Issues. Each parent shall be entitled to complete, detailed information from any teacher or school official at any school giving instruction to the minor children or from the school system administering the educational programs of the minor children, including copies of any and all reports.

14. HEALTH INSURANCE FOR WIFE. For so long as the parties remain married to each other, Husband shall continue to provide Wife with medical and dental insurance available through his employment. Wife shall be solely responsible for all of her medical and dental costs not covered or reimbursed by insurance. In the event that Husband receives any insurance checks that represent reimbursement of Wife's medical costs that she has paid out-of-pocket, Husband shall immediately sign over all such checks to Wife.

15. **CLAIMS FOR ATTORNEY'S FEES.** Each party shall be responsible for his or her own attorney's fees stemming from their separation and forthcoming divorce. This clause may be pleaded in bar to such claims.

16. **RELEASE AS ENDORSER OR GUARANTOR.** Each party hereby agrees to fully disclose and to obtain the release of the other party from any and all guarantees or endorsements made by the guaranteeing/endorsing party in order to allow the other party to obtain loans or financing relating to his or her personal or business interests. In the event that the non-guaranteeing/endorsing party is unsuccessful in obtaining complete releases for the guaranteeing/endorsing party, the non-guaranteeing/endorsing party agrees to indemnify and hold the guaranteeing/endorsing party harmless against all claims, suits, actions or other proceedings made against the guaranteeing/endorsing party on account of the non-guaranteeing/endorsing party's personal or business indebtedness. The non-guaranteeing/endorsing party further agrees to pay all expenses, costs and fees incurred by the guaranteeing/endorsing party in defending against such claims.

17. **DISCLOSURE OF PROPERTY INTERESTS.** Husband and Wife each hereby represent to the other party that they have made a full disclosure to the other party of all property and interests in property owned by either of them, whether real or personal, tangible or intangible, marital, separate, divisible, or acquired after their separation. Each party affirmatively represents to the other that he or she does not have an interest in any other property of any nature which has not been disclosed to the other. Husband and Wife further

acknowledge and affirm that they each are aware that the other party has relied upon the disclosure of assets as set forth herein in entering into this Agreement. The failure to disclose any asset(s) acquired during the marriage shall result in the party failing to disclose the asset(s) receiving 20% of the non-disclosed asset(s) and the other party receiving the remainder of the non-disclosed asset(s). Furthermore, the party failing to disclose any asset(s) shall be responsible for the other party's attorney's fees resulting from the non-disclosure.

18. **MUTUAL RELEASE OF OTHER CLAIMS.** Any conduct on the part of either party occurring prior to the execution of this Agreement or in connection with the negotiation and execution of this Agreement which may have constituted a basis for any legal claim by either party against the other is hereby waived and released and will not be used by either party against the other in any other proceeding between the parties.

Except as provided for herein, each party hereto for herself or himself or his or her successors, assigns, heirs, executors, administrators and personal representatives, hereby fully releases, remises, acquits and forever discharges the other party to this Agreement and agents and attorneys, from any and all claims, demands, actions, causes of action, damages, obligations, losses and expenses of whatsoever kind or nature arising out of any acts, omissions, transactions, transfers, happenings, violations, promises, contracts, fraud, agreements, facts or situations which occurred or existed at any time before the execution of this Agreement, whether or not now known or suspected or claimed, whether in law, arbitration, administration, equity or otherwise, and whether

accrued or hereafter maturing, including, but not limited to, any and all claims which were asserted by either party in any civil matter.

Each party hereto represents and agrees that he or she has had the opportunity to seek and has sought from lawyers any such advice as he or she deems appropriate with respect to signing this document or the meaning of it. Each party has undertaken such independent investigation and evaluation as he or she deems appropriate and is entering this Agreement in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from the other party or that party's lawyers. This is an agreement of settlement and compromise, made in recognition that the parties may have different or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts and law, so that no misunderstanding or misinformation and no claim of fraudulent inducement shall be a ground for rescission hereof except as otherwise expressly provided herein.

19. **PARTIAL INVALIDITY.** If any provision in this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

20. **AGREEMENT SUBJECT TO NORTH CAROLINA LAW.** This Agreement has been drafted in accordance with the laws of the State of North Carolina and accordingly, any interpretation or enforcement of this Agreement shall be governed by the laws of this state.

21. ACKNOWLEDGEMENT OF AND REPRESENTATION BY

COUNSEL. Husband hereby acknowledges that this Agreement has been fully considered by him; that he has ascertained and weighed all the facts, conditions and circumstances likely to influence his judgment herein and believes that he has had sufficient time to reflect upon and consider the same; that he has given due consideration to the matters and provisions contained herein; and that he is not operating under any undue influence, duress, coercion or mental incapacity. Husband further acknowledges that he has had ample opportunity to obtain advice from independent counsel of his choosing; and that he has neither received nor relied upon any advice from Wife's attorney.

Wife hereby acknowledges that this Agreement has been fully considered by her; that she has ascertained and weighed all the facts, conditions and circumstances likely to influence her judgment herein and believes that she has had sufficient time to reflect upon and consider the same; that she has carefully read this Agreement and has had an opportunity to discuss and reflect the legal effects with her counsel, Alice C. Stubbs of the law firm of Tharrington Smith LLP, Raleigh, North Carolina; that she has given due consideration to the matters and provisions contained herein; that she is not operating under any undue influence, duress, coercion or mental incapacity.

Wife has been fully advised of all rights and obligations arising from her marital relationship and has asked questions of legal counsel and has received answers to her questions which are fully satisfactory to her. She has accepted,

and is fully satisfied with, the legal services, counsel and advice rendered to her by her attorneys.

The parties understand that the agreements and obligations that they assume herein are assumed with the express understanding and agreement that they are in full satisfaction of all rights which each of them now has or might hereafter acquire in the property and estate of the other and in full satisfaction of all obligations which each of them now has or hereafter might acquire toward the other. Wife acknowledges that both the legal and practical effects of this Agreement have been explained to her by her legal counsel.

Each party understands and agrees that the attorneys involved in this Agreement are not accountants nor are they tax specialists. The parties understand and acknowledge that they should seek the advice of an accountant or an attorney who specializes in tax issues to be fully advised of any tax consequences that result from this Agreement.

22. RESERVATION OF RIGHTS. The failure of either party to take advantage of any default or violation of the covenants and conditions of this Agreement on the part of the other shall not constitute a waiver thereof or relinquishment of the right to require strict performance by the other party. Nor shall any custom or practice which may develop between the parties in the course of performance of this Agreement be construed to waive or lessen the right of either party to insist upon compliance with the provisions hereof by the other.

23. **VOLUNTARY EXECUTION.** Each party acknowledges that this Agreement is entered into of his or her own free will and volition and that no coercion, force, pressure or undue influence has been used in the execution of this Agreement, either by the other party hereto or by any other person or persons. No party has relied upon any representation or promise in making this Agreement except those expressly set for herein.

24. **BINDING EFFECT.** Every provision of this Agreement shall be binding upon each of the parties and their respective heirs, executors, administrators and assigns. Each provision of this Agreement shall survive the death of either party and be binding upon each party's estate and their respective heirs, executors, administrators, and assigns. Each party shall have a claim against the estate of the other party with respect to any executory provision hereof and for damages or loss arising by reason of any breach of this Agreement by the other party during his or her lifetime.

25. **RECONCILIATION.** In the event Husband and Wife end their separation by reconciliation and resume marital cohabitation, the executory provisions of this Agreement shall be thereby canceled and rescinded, but all provisions hereof which have been executed shall continue in full force and effect unless and until they are canceled or rescinded in a written agreement duly executed by both Husband and Wife. The parties acknowledge, however, that the provisions contained above with regard to the division of both real and personal property shall be deemed fully executed at the time this Agreement is signed by both parties and shall not be affected by a reconciliation of the parties.

The property transferred and assigned pursuant to the property settlement provisions of this Agreement shall remain the separate property of the parties as stated herein. Neither party, by the execution of this Agreement, shall be deemed to have waived any rights that he or she may have to alimony or future support which arise following reconciliation.

26. **NON-INTEGRATION.** This is a non-integrated agreement with each section and provision supported by separate consideration. No section or provision relies upon consideration in any other section or provision for its enforceability.

27. **ATTORNEY FEE UPON BREACH.** It is understood and agreed that if a party should breach the terms of this Agreement and the non-breaching party commences an action as a result of such breach, and thereafter the non-breaching party prevails in such a proceeding, the party who is determined and/or adjudicated to be in breach shall pay all the costs incurred by the non-breaching party in such proceedings, such costs to include a reasonable attorney fee. Similarly, if the party who brought the action does not prevail, that party shall pay all the costs incurred by the defending party in such proceedings; such costs to include a reasonable attorney fee.

28. **RECORDATION OF AGREEMENT.** This Agreement shall not be recorded without the prior express written consent of both parties, but a memorandum hereof shall be executed by either party upon request by the other party and may be recorded in any recording office at any time. No such

memorandum of agreement shall contain the details or financial provisions of this Agreement, except as otherwise specifically agreed to by the parties.

29. **INTERPRETATION.** No provision of this Agreement shall be interpreted for or against any party because that party or that party's agent or legal representative drafted the agreement or a particular provision, and the parties hereby unconditionally waive such defense or claim regarding this Agreement. This stipulation may be used in court regarding any claims or defenses based on this Agreement.

30. **INCORPORATION OF AGREEMENT.** This Agreement shall not, under any circumstances, be incorporated into any subsequent decree, judgment or court order, unless, subsequent to the execution of this Agreement, the parties specifically agree otherwise in a writing bearing the notarized signatures of the parties. This clause may be pleaded in bar to such an incorporation.

31. **ADDITIONAL DOCUMENTS.** Each party agrees that he and she shall at any time and from time to time hereinafter take any and all steps and execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

32. **RIGHT TO CONTRACT.** From and after the date of this Agreement, both Wife and Husband shall have the right to make contracts in his/her individual name and without the consent or joinder of the other, and to all intents and purposes as if said contracting party is not married.

33. SURVIVAL OF AGREEMENT WITH ABSOLUTE DIVORCE. This Agreement is unconditional and shall survive any subsequent divorce obtained by either party, and no such decree shall terminate, modify or otherwise affect the rights and obligations provided for herein. Nothing herein shall be construed to prevent either party from bringing an action for divorce in a proper jurisdiction, but it is specifically agreed that no such decree shall in any manner affect this Agreement.

34. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties. There are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.

35. MODIFICATIONS. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged or terminated in whole or in part, except by a subsequent written instrument executed in accordance with N.C. Gen. Stat. § 52-10.1.

IN WITNESS WHEREOF, the parties hereunto affix their respective hands and seals.

This the ____ day of April, 2008.

(SEAL)

BRADLEY COOPER

This the ____ day of April, 2008.

_____(SEAL)

NANCY COOPER

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and for Wake County, North Carolina, do hereby certify that **BRADLEY COOPER** personally appeared before me in the above named county and state and having produced satisfactory proof of identity executed the foregoing Separation Agreement and Property Settlement for the purposes therein intended.

This the ___ day of April, 2008.

_____(SEAL)
Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and for Wake County, North Carolina, do hereby certify that **NANCY COOPER** personally appeared before me in the above named county and state and having produced satisfactory proof of identity executed the foregoing Separation Agreement and Property Settlement for the purposes therein intended.

This the ___ day of April, 2008.

_____(SEAL)
Notary Public

My Commission Expires:

R0252472.DOC;1

**Nancy Cooper and Bradley Cooper
Separation Agreement and Property
Settlement**

Personal Property Distribution Exhibit A

Brad
Sharon Marks (2) paintings
Niel Patterson (fr) painting
Peter Shostak (ent) painting
Niel Swanson (LR) painting
Gilles Bedard painting
Bruno Cote down painting
Bruno Cote down painting
Romero Britto (BR) painting
Master bed
Bella's dresser
Couches (media room)
Shelves (media room)
56" TV
Speakers
Receiver
DVD Player (media room)
Washer
Dryer
Tools
Coffee maker

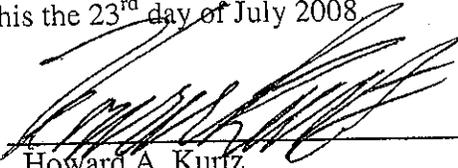
Nancy
Rod Charlesworth (fr) painting
Katerina Mertikas (fm) painting
Les Thomas (Bear) painting
Pierre Bedard painting
Ken Gillespie painting
Bruno Cote up painting
Picnic in the Park (LR) painting
Flat Screen TV (LR)
DVD Player (LR)
Couches (new) (2) (LR)
Coffee Table (LR)
Rugs (Front and LR)
Chairs (new) (2) (LR)
Media shelf (new) (LR)
Computer desk (LR)
Dining room table and chairs
Upstairs secretary's desk
Armoire (MB)
Guest bed
Bella's bed
Bella's armoire
Treadmill

CERTIFICATE OF SERVICE

The undersigned attorneys for the Defendant certify that on this day, the foregoing MOTION was served upon the attorney of record for the Plaintiffs in this action by hand delivery as follows:

Alice C. Stubbs
Attorney for the Plaintiffs
Tharrington Smith LLP
209 Fayetteville Street
PO Box 1151
Raleigh, NC 27602

RESPECTFULLY SUBMITTED this the 23rd day of July 2008



Howard A. Kurtz

North Carolina State Bar Number: 19134
Kurtz & Blum PLLC
16 W. Martin St.; 10th Floor
Raleigh, North Carolina 27601
Telephone Number: (919) 832-7700
Facsimile Number: (919) 832-2740