Carl met Alice in late 2002. Carl was finishing business school and Alice was in her last year of law school. Courtship was rapid. They married in December 2003. Neither had any debts; they likewise had few assets. Nevertheless, Carl and Alice signed a prenuptial agreement in late summer 2003, which stated in part as follows:

> <u>Article Three – Separate Property</u>
>
> A. Carl has owned, since 2000, 10,000 shares of Popcorn.com, presently worth approximately 10 cents per share for a total value of $1000.
>
> B. Alice has owned, since 2001, 100 shares of SS Keskee, presently having a per-share value of $14 and a total value of $1,400.
>
> C. Carl and Alice have fully discussed these assets. Each will retain sole ownership and control of their respective asset, including any appreciation throughout the marriage. In the event of a divorce, Carl will retain the Popcorn.com stock and any appreciation thereon. Alice will retain the SS Keskee stock and any appreciation thereon. Neither stock nor any appreciation thereon will be included in the marital estate, but will remain separate property.
>
> <u>Article Four – Marital Property</u>
>
> This prenuptial agreement applies only to the property listed in Article Three, not property acquired during the marriage, which will be distributed according to Michigan divorce law.

After 9 years, Carl filed for divorce. Alice filed a motion to have the prenuptial agreement declared void and unenforceable, which Carl opposed. The motion papers revealed the following uncontested facts: the parties' income throughout the marriage had been very similar; the parties had, since the marriage, fully paid for the marital residence, now worth $350,000; the parties had acquired other assets, including two new cars; Alice and Carl are near the top of their rewarding careers with job solidity and satisfaction high; they are both in good health; and, Carl told Alice before she signed the prenuptial agreement that the Popcorn.com stock "could go nowhere, or to the moon" and Alice said she "didn't care about any 'dot.com' junk."

Of specific significance, Alice's SS Keskee stock had tripled in value to $4,800 and Carl's stock value in Popcorn.com rose to $100,000.

Alice makes four arguments for non-enforceability. First, that the prenuptial agreement cannot be enforced because its terms contemplated divorce. Second, that she had no legal counsel when she signed the prenuptial agreement and, accordingly, it is invalid. Third, that the agreement was unconscionable when executed. Finally, that enforcement would be unfair, as circumstances have drastically changed since execution of the agreement given Popcorn.com's dramatic increase in value.

Evaluate Alice's arguments including their likelihood of success. Explain your answer.

*******THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK III*******