POSTMARITAL

PARTITION & EXCHANGE AGREEMENT

BETWEEN

{{Spouse\_1\_Fullname}}

and

{{Spouse\_2\_Fullname}}

DRAFT VERSION \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Postmarital Partition and Exchange Agreement**

**Between**

**{{Spouse\_1\_Fullname}} and {{Spouse\_2\_Fullname}}**

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POSTMARITAL

PARTITION & EXCHANGE AGREEMENT

BETWEEN

{{Spouse\_1\_Fullname}}

and

{{Spouse\_2\_Fullname}}

This Postmarital Partition & Exchange Agreement (“Postmarital Agreement”) is made by {{Spouse\_1\_Fullname}}, {{Spouse\_1\_Designation}}, and {{Spouse\_2\_Fullname}}, {{Spouse\_2\_Designation}} (sometimes collectively referred to in this Postmarital Agreement as the “parties” or as “we”). {{Spouse\_1\_Fullname}} is presently a resident of {{Spouse\_1\_County}} County, Texas, and {{Spouse\_2\_Fullname}} is presently a resident of {{Spouse\_2\_County}} County, Texas.

# Stipulations

## Constitutional and Statutory Basis

The parties are entering into this agreement in accordance with article XVI, section 15, of the Texas Constitution, as amended, and relevant sections of the Texas Family Code, as amended. Section 3.001 of the Texas Family Code defines a spouse’s separate property as the property owned or claimed by the spouse before marriage; the property acquired by the spouse during marriage by gift, devise, or descent; and the recovery for personal injuries sustained by the spouse during marriage, except any recovery for loss of earning capacity during marriage. Section 3.002 of the Texas Family Code defines community property as the property, other than separate property, acquired by either spouse during marriage. Texas law provides that income from separate property during the marriage is community property. A partition and exchange agreement makes what would otherwise be community property instead be separate property.

## Voluntariness

The parties acknowledge and agree that they are making and entering into this agreement voluntarily and without the intention to defraud or prejudice preexisting creditors.

## Property Being Exchanged

The parties own as community property certain real and/or personal property as described in Exhibits A and B, which are attached to this agreement. The parties intend by this agreement to partition or exchange those properties between themselves.

## Community Property will Become Separate Property

Each party desires to partition or exchange that community property in order for each party, following the execution of this agreement, to hold and possess {{Spouse\_2\_Possessive\_Pronoun}} or {{Spouse\_1\_Possessive\_Pronoun}} share as {{Spouse\_2\_Possessive\_Pronoun}} or {{Spouse\_1\_Possessive\_Pronoun}} sole and separate property.

## Further Intentions of the Parties

The parties intend to clarify their respective property rights to eliminate any uncertainty about those rights.

The parties intend by this agreement that no future community property will be created during the remainder of their marriage.

## Consideration

In consideration of the mutual promises, agreements, partitions, exchanges, releases, and waivers contained in this agreement and in consideration of the parties’ desire to establish certain rights and obligations by this agreement, and with the intent to be fully bound by the terms of this agreement, the parties covenant, agree, and contract as set forth herein above and below in this Postmarital Agreement.

# Definitions

## Divorce

The term “Divorce” in this Postmarital Agreement refers to any legal proceeding to end or alter the parties’ marital status, including a proceeding for dissolution of marriage, annulment, divorce, legal separation, separate maintenance, or suit affecting the parent-child relationship.

## “Income.”

As used in this Postmarital Agreement, “Income” shall be broadly construed to mean all income of any kind, including profits, distributions, interest, rents, royalties, stock splits, dividends, annuities, income from life insurance and endowment contracts, pensions, capital gains, partnership distributions, proceeds, draws, trust income, trust distributions from any source, passive income, permutations, growth, increases in value or kind, income from an ownership interest in any property or entity, or any other increases or benefits of any kind, whether such income is direct or indirect. Income also includes “Personal Service Earnings” as defined more particularly below. Income shall further include all income as defined by the Internal Revenue Code.

## “Personal Service Earnings”

As used in this Postmarital Agreement, “Personal Service Earnings” shall be broadly construed to mean all money, property, and benefits received by a party as a result of his/her personal services, labor, employment, occupation, time, toil, talent, and effort, and shall include, by way of example but not limitation: wages, salary, bonuses, profit participations, fees, commissions, fringe benefits, retirement benefits, retirement contributions, disability benefits, expense allowances, expense reimbursements, payment of expenses, commissions, stock options, stock awards, performance incentives, advances, licensing, endorsements, promotional considerations, and all other earned income or deferred compensation of any kind. Personal Service Earnings shall further include all compensation as defined by the Internal Revenue Code.

## “Property”

As used in this Postmarital Agreement, “Property” shall be broadly construed to mean, an interest, present or future, legal or equitable, tangible or intangible, vested or contingent, in real or personal property, including income and earnings.

# Purpose & Intent

The parties desire that conflicts regarding financial matters be minimized in their marriage, and this Postmarital Agreement is intended to prevent such conflicts by clarifying their respective property rights. The parties desire to make reasonable and sufficient provisions for each other, all of which are set forth herein, in release of and in full satisfaction of all rights and obligations which each might otherwise have in the property and liabilities of the other or community property, by reason of their marriage. The parties’ desire to partition, exchange, fix and determine by this Postmarital Agreement the rights and claims that will accrue to each party in the estate and property of the other by reason of their marriage, and to accept the provisions of this Postmarital Agreement in lieu of and in full discharge, settlement, and satisfaction of all such rights and claims.

The parties intend to partition and exchange all property that currently exists, or to be acquired in the future, and have no community property and for all of property, income, earnings, and debts to be separate property, unless one party expressly and voluntarily transfers property to the other spouse.

The parties each desire to be absolutely and forever precluded and estopped from seeking or receiving any benefit from or imposing any obligation on the other party except as expressly provided for in this Agreement.

# No Community Estate

{%p if no\_community\_estate %}

## Non-Existence of Community Property

The parties agree that, following the partition or exchange of property as set forth in this agreement, no community estate will arise or be created during the remainder of their marriage. Therefore, the parties agree that all Income and any income and property derived from the reinvestment of Income, will be the separate property of the respective party.

## No Commingling Intended

The parties will not commingle their respective separate property, or their separate Incomes, including their respective separate Personal Service Earnings. The occurrence of commingling or otherwise failing to segregate the separate property, separate Income (of any kind) of either party shall not change the character of that property, nor shall it constitute a transmutation of that separate property or income into community, quasi-community, joint marital, or other similar type of property.

{%p else %}

Omitted

{%p endif %}

# Statement of Facts

## Property of Parties

The parties own as community property all that certain estate, real, personal, and mixed, described in Exhibits A and B attached to this agreement.

## Disclosure; Waiver of Disclosure

Each party signed a *Waiver of Disclosure of Financial Information* before signing this Postmarital Agreement. The *Waiver* provided, and each party now confirms, that before signing this agreement, each party was provided a fair and reasonable disclosure of the property, community property, and financial obligations of the other party; each party voluntarily and expressly waived in writing any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided; and each party had or reasonably could have had adequate knowledge of the property, community property and financial obligations of the other party. Although some information regarding property and financial obligations may be attached to this Postmarital Agreement, this Postmarital Agreement does not contain all of the financial disclosures that each party has provided to the other. Neither party desires a complete accounting of the property, community property and financial obligations of the other party, and each party has exhausted any investigation of the other party’s or the community estate’s assets or liabilities that party desired to undertake. The parties intend that any inaccuracy or failure in the disclosures shall not affect the validity or enforceability of this Postmarital Agreement.

# Partition of Property

## Property & Liabilities Partitioned to {{Spouse\_1\_Fullname}}

1. **Exhibit A Property**: The parties agree that {{Spouse\_1\_Designation}} will own, possess, and enjoy as {{Spouse\_1\_Possessive\_Pronoun}} sole and separate estate, free from any claim of {{Spouse\_2\_Designation}}, the property listed in *Exhibit A*, which is attached to this agreement and incorporated in it for all purposes. {{Spouse\_2\_Fullname}} partitions and exchanges to {{Spouse\_1\_Fullname}} all {{Spouse\_2\_Possessive\_Pronoun}} community-property interest in and to all the property listed in *Exhibit A*, together with any insurance policies covering the property and any escrow accounts that relate to it. {{Spouse\_2\_Fullname}} grants, releases, and confirms to {{Spouse\_1\_Fullname}} and to {{Spouse\_1\_Possessive\_Pronoun}} heirs and assigns all right, title, and interest in and claims to the property listed in *Exhibit A*, to have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging forever.
2. **Other Separate Property to {{Spouse\_1\_Fullname}} – Existing and To Be Acquired**: The parties further agree that {{Spouse\_1\_Designation}} will own, possess, and enjoy as {{Spouse\_1\_Possessive\_Pronoun}} sole and separate estate, free from any claim of {{Spouse\_2\_Designation}}, the *“{{Spouse\_1\_Fullname}}’s Separate Property”* set forth herein below and {{Spouse\_2\_Designation}} partitions and exchanges to {{Spouse\_1\_Designation}} all {{Spouse\_2\_Possessive\_Pronoun}} community-property interest in and to all of the *“{{Spouse\_1\_Fullname}}’s Separate Property”* described herein below together with any insurance policies covering the property and any escrow accounts that relate to it. {{Spouse\_2\_Fullname}} grants, releases, and confirms to {{Spouse\_1\_Designation}} and to {{Spouse\_1\_Possessive\_Pronoun}} heirs and assigns all right, title, and interest in and claims to the *“{{Spouse\_1\_Fullname}}’s Separate Property”* listed herein below with all and singular the hereditaments and appurtenances thereto belonging forever. The following property shall be *“{{Spouse\_1\_Fullname}}’s Separate Property”* whether now existing, or which may be acquired in the future during the marriage and includes, but is not necessarily limited to:
   1. the property listed on *Exhibit A*;
   2. any property owned by {{Spouse\_1\_Designation}} on or before the date of marriage;
   3. any property that may come to {{Spouse\_1\_Possessive\_Pronoun}} by gift, devise, or descent during the parties’ marriage;
   4. any current or future business owned or acquired by {{Spouse\_1\_Designation}} in {{Spouse\_1\_Possessive\_Pronoun}} name, including but not limited to any interest in any partnership, corporation, limited liability company, real estate investment trust, joint venture, or any other entity, whether before, during, or after the marriage;
   5. all Income, Personal Service Earnings, and rights related to any contract negotiated or signed by {{Spouse\_1\_Designation}} before, during, or after the marriage;
   6. all insurance proceeds benefiting {{Spouse\_1\_Designation}};
   7. all real property titled in {{Spouse\_1\_Designation}}’s name;
   8. the entirety of {{Spouse\_1\_Designation}}’s interest in all corpus and income retained by or distributed from any trust in which {{Spouse\_1\_Designation}} has or will have any legal, equitable, or beneficial interest; and
   9. all property hereafter acquired by {{Spouse\_1\_Possessive\_Pronoun}}, including but not limited to:
      1. property owned or titled in {{Spouse\_1\_Designation}}’s name (subject to the other terms of this Agreement to the extent there is Jointly-Owned Property),
      2. property traceable to separate property owned by {{Spouse\_1\_Designation}} before the marriage,
      3. property acquired by {{Spouse\_1\_Designation}} during marriage with separate funds,
      4. property received in exchange for {{Spouse\_1\_Designation}}’s separate property,
      5. property purchased with proceeds from the sale of {{Spouse\_1\_Designation}}’s separate property,
      6. any and all Income of {{Spouse\_1\_Designation}} or from {{Spouse\_1\_Possessive\_Pronoun}} separate property, and
      7. property acquired solely on {{Spouse\_1\_Possessive\_Pronoun}} credit.

Further, all increments, appreciation, mutations, and reinvestments of the above-described property shall be and forever remain the separate property of {{Spouse\_1\_Designation}}.

1. **Separate Liabilities of {{Spouse\_1\_Fullname}}**: The parties further agree that {{Spouse\_1\_Designation}} will shall be responsible for and obligated to pay or satisfy the following liabilities which shall be the sole and separate liabilities of {{Spouse\_1\_Designation}} and only {{Spouse\_1\_Designation}}’s separate property shall be subject to {{Spouse\_1\_Possessive\_Pronoun}} separate liabilities and {{Spouse\_1\_Designation}}’s separate estate shall indemnify and hold {{Spouse\_2\_Designation}}’s separate estate harmless from:
2. any liabilities described on *Exhibit A*,
3. tax liabilities arising from {{Spouse\_1\_Designation}}’s separate property, separate Personal Service Earnings, or separate Income,
4. any liabilities owed by {{Spouse\_1\_Designation}} on the date of this agreement,
5. any further liability incurred by {{Spouse\_1\_Designation}} for the purpose of:
   1. acquiring, operating, or maintaining {{Spouse\_1\_Possessive\_Pronoun}} separate property,
   2. making payments on {{Spouse\_1\_Possessive\_Pronoun}} separate property,
   3. paying expenses on {{Spouse\_1\_Possessive\_Pronoun}} separate property,
   4. making improvements or repairs on {{Spouse\_1\_Possessive\_Pronoun}} separate property, or
   5. for any other purpose.

The provisions herein regarding {{Spouse\_1\_Designation}}’s separate liabilities do not, and are not intended to, defraud or limits the rights of any third-party creditors on any liabilities that exist on or prior to the date of this Postmarital Agreement.

## Property & Liabilities Partitioned to {{Spouse\_2\_Fullname}}

1. **Exhibit B Property**: The parties agree that {{Spouse\_2\_Designation}} will own, possess, and enjoy as {{Spouse\_2\_Possessive\_Pronoun}} sole and separate estate, free from any claim of {{Spouse\_1\_Designation}}, the property listed in *Exhibit B*, which is attached to this agreement and incorporated in it for all purposes. {{Spouse\_1\_Fullname}} partitions and exchanges to {{Spouse\_2\_Fullname}} all {{Spouse\_1\_Possessive\_Pronoun}} community-property interest in and to all the property listed in *Exhibit B*, together with any insurance policies covering the property and any escrow accounts that relate to it. {{Spouse\_1\_Fullname}} grants, releases, and confirms to {{Spouse\_2\_Fullname}} and to {{Spouse\_2\_Possessive\_Pronoun}} heirs and assigns all right, title, and interest in and claims to the property listed in *Exhibit B*, to have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging forever.
2. **Other Separate Property to {{Spouse\_2\_Fullname}} – Existing and To Be Acquired**: The parties further agree that {{Spouse\_2\_Designation}} will own, possess, and enjoy as {{Spouse\_2\_Possessive\_Pronoun}} sole and separate estate, free from any claim of {{Spouse\_1\_Designation}}, the *“{{Spouse\_2\_Fullname}}’s Separate Property”* set forth herein below and {{Spouse\_1\_Designation}} partitions and exchanges to {{Spouse\_2\_Designation}} all {{Spouse\_1\_Possessive\_Pronoun}} community-property interest in and to all of the *“{{Spouse\_2\_Fullname}}’s Separate Property”* described herein below together with any insurance policies covering the property and any escrow accounts that relate to it. {{Spouse\_1\_Fullname}} grants, releases, and confirms to {{Spouse\_2\_Designation}} and to {{Spouse\_2\_Possessive\_Pronoun}} heirs and assigns all right, title, and interest in and claims to the *“{{Spouse\_2\_Fullname}}’s Separate Property”* listed herein below with all and singular the hereditaments and appurtenances thereto belonging forever. The following property shall be *“{{Spouse\_2\_Fullname}}’s Separate Property”* whether now existing, or which may be acquired in the future during the marriage and includes, but is not necessarily limited to:
   1. the property listed on *Exhibit B*;
   2. any property owned by {{Spouse\_2\_Designation}} on or before the date of marriage;
   3. any property that may come to him by gift, devise, or descent during the parties’ marriage;
   4. any current or future business owned or acquired by {{Spouse\_2\_Designation}} in {{Spouse\_2\_Possessive\_Pronoun}} name, including but not limited to any interest in any partnership, corporation, limited liability company, real estate investment trust, joint venture, or any other entity, whether before, during, or after the marriage;
   5. all Income, Personal Service Earnings, and rights related to any contract negotiated or signed by {{Spouse\_2\_Designation}} before, during, or after the marriage;
   6. all insurance proceeds benefiting {{Spouse\_2\_Designation}};
   7. all real property titled in {{Spouse\_2\_Designation}}’s name;
   8. the entirety of {{Spouse\_2\_Designation}}’s interest in all corpus and income retained by or distributed from any trust in which {{Spouse\_2\_Designation}} has or will have any legal, equitable, or beneficial interest; and
   9. all property hereafter acquired by him, including but not limited to:
      1. property owned or titled in {{Spouse\_2\_Designation}}’s name (subject to the other terms of this Agreement to the extent there is Jointly-Owned Property),
      2. property traceable to separate property owned by {{Spouse\_2\_Designation}} before the marriage,
      3. property acquired by {{Spouse\_2\_Designation}} during marriage with separate funds,
      4. property received in exchange for {{Spouse\_2\_Designation}}’s separate property,
      5. property purchased with proceeds from the sale of {{Spouse\_2\_Designation}}’s separate property,
      6. any and all Income of {{Spouse\_2\_Designation}} or from {{Spouse\_2\_Possessive\_Pronoun}} separate property, and
      7. property acquired solely on {{Spouse\_2\_Possessive\_Pronoun}} credit.

Further, all increments, appreciation, mutations, and reinvestments of the above-described property shall be and forever remain the separate property of {{Spouse\_2\_Designation}} .

1. **Separate Liabilities of {{Spouse\_2\_Fullname}}**: The parties further agree that {{Spouse\_2\_Designation}} will shall be responsible for and obligated to pay or satisfy the following liabilities which shall be the sole and separate liabilities of {{Spouse\_2\_Designation}} and only {{Spouse\_2\_Designation}}’s separate property shall be subject to {{Spouse\_2\_Possessive\_Pronoun}} separate liabilities and {{Spouse\_2\_Possessive\_Pronoun}} separate estate shall indemnify and hold {{Spouse\_1\_Designation}}’s separate estate harmless from:
2. any liabilities described on *Exhibit B*,
3. tax liabilities arising from {{Spouse\_2\_Designation}}’s separate property, separate Personal Service Earnings, or separate Income,
4. any liabilities owed by {{Spouse\_2\_Designation}} on the date of this Agreement,
5. any further liability incurred by {{Spouse\_2\_Designation}} for the purpose of
   1. acquiring, operating, or maintaining separate property,
   2. making payments on {{Spouse\_2\_Possessive\_Pronoun}} separate property,
   3. paying expenses on {{Spouse\_2\_Possessive\_Pronoun}} separate property,
   4. making improvements or repairs on {{Spouse\_2\_Possessive\_Pronoun}} separate property, or
   5. for any other purpose.

The provisions herein regarding {{Spouse\_2\_Fullname}}’s separate liabilities do not, and are not intended to, defraud or limits the rights of any third-party creditors on any liabilities that exist on or prior to the date of this Postmarital Agreement.

## Enhanced Values of Separate Property

# Furthermore, the separate property of each party shall include any enhanced value resulting from the time, toil, talent, or effort of either party as well as from any property or monies furnished from any source for the enhancement of separate property. Neither party shall have any right of reimbursement for such enhancement, and each party hereby relinquishes and waives any claim of reimbursement against the other party’s separate property or separate estate.

## Title to Separate Property

# All property held or titled in the name of a party, now or in the future, shall be the separate property of the party in whose name the property is held or titled.

## Damages to Separate Property

# Any payments, claims, reimbursements, awards, losses, or damages relating to the separate property of a party shall be and remain the separate property of the party owning the separate property damaged. Such damages shall include, but not be limited to, money damages, condemnation awards, insurance proceeds, and reimbursements for costs and expenses.

## Sale or Exchange of Separate Property

All property that either party may acquire (i) from the sale of a party’s separate property (including, without limitation, the selling of separate property in exchange for note receivables or the selling of separate property for the purpose of acquiring substitute assets) or (ii) through an exchange of a party’s separate property (including, without limitation, all stock splits, stock dividends, mergers, or reorganizations, or the trading of one real estate holding in whole or in part for another real estate holding) shall also be the separate property of that party, and each party agrees never to make a claim against any sale proceeds or exchanged asset of the other party.

## Omitted Assets or Liabilities

# While the parties have made a good faith effort to list their separate property assets and liabilities on *Exhibit A* and *Exhibit B*, the omission of any item does not preclude a party from later claiming its separate property characterization.

To the extent that any community property exists as of the date of this agreement and such community property or liabilities are not listed on either Exhibit A or Exhibit B, then all community property or liabilities not listed in any Exhibit attached to this agreement shall be owned by the parties as equal cotenants with right of survivorship. Each party hereby grants, conveys, and assigns to the other party an undivided one-half separate property interest in any such unlisted community property owned in the name of the granting party.

## Asset Descriptions

The parties have tried to use the correct legal description for each asset listed in any schedule attached to this agreement. If any asset is incorrectly described, the description used is adequate for the purposes of this agreement and accompanying schedules, and the parties agree to execute any additional paperwork required to confirm ownership in the name of the party in whose schedule the asset appears.

## Income from Separate Property to Constitute Separate Property

1. All Income received during marriage from the separate property owned by either party upon marriage or acquired by either party during marriage shall be the separate property of the owner. Any community property interest in such Income is hereby forever released, relinquished, and renounced by each party in consideration of the reciprocal agreement and release, relinquishment, and renunciation by the other party.

2. In addition to the parties’ agreements set forth immediately above, the parties also agree as follows regarding Income from each party’s separate property on and after the date of this Postmarital Agreement:

a) Partition: Each party hereby partitions that party’s rights or future rights in any Income received during the parties’ marriage from the separate property owned by either of them, or which might be acquired, as follows:

(1) All Income generated by or derived from any separate property owned by {{Spouse\_1\_Designation}} or acquired by {{Spouse\_1\_Designation}} in the future is hereby partitioned and set aside to {{Spouse\_1\_Designation}} as {{Spouse\_1\_Possessive\_Pronoun}} sole and separate property.

(2) All Income generated by or derived from any separate property owned by {{Spouse\_2\_Designation}} or acquired by {{Spouse\_2\_Designation}} in the future is hereby partitioned and set aside to {{Spouse\_2\_Designation}} as {{Spouse\_2\_Possessive\_Pronoun}} sole and separate property.

b) Exchange:

(1) In exchange for {{Spouse\_2\_Designation}}’s waiver, relinquishment and agreement below, {{Spouse\_1\_Designation}} hereby waives and relinquishes any right she now has or will have in the future to claim that any Income derived from or generated by {{Spouse\_2\_Designation}}’s separate property, existing or to be acquired, is community property and hereby agrees that any such Income is and shall be the separate property of {{Spouse\_2\_Designation}}.

(2) In exchange for {{Spouse\_1\_Designation}}’s waiver, relinquishment, and agreement above, {{Spouse\_2\_Designation}} hereby waives and relinquishes any right he now has or will have in the future to claim that any Income derived from or generated by {{Spouse\_1\_Designation}}’s separate property, existing or to be acquired, is community property and hereby agrees that any such Income is and shall be the separate property of {{Spouse\_1\_Designation}}.

c) Income of {{Spouse\_1\_Fullname}} to Constitute Separate Property

All Income of {{Spouse\_1\_Fullname}} shall be {{Spouse\_1\_Possessive\_Pronoun}} separate property.

d) Income and Earnings of {{Spouse\_2\_Fullname}} to Constitute Separate Property

All Income of {{Spouse\_2\_Fullname}} shall be {{Spouse\_2\_Possessive\_Pronoun}} separate property.

e) Partition/Exchange of Income (including Personal Service Earnings) of the Parties

In addition to the parties’ agreements set forth above, the parties also agree as follows:

a) Partition: Each party hereby partitions any right, whether existing now or arising in the future, in or to the Income of the other party as follows:

(1) All Income of {{Spouse\_1\_Designation}} is hereby partitioned and set aside to {{Spouse\_1\_Designation}} as {{Spouse\_1\_Possessive\_Pronoun}} sole and separate property.

(2) All Income of {{Spouse\_2\_Designation}} is hereby partitioned and set aside to {{Spouse\_2\_Designation}} as {{Spouse\_2\_Possessive\_Pronoun}} sole and separate property.

b) Exchange:

(1) In exchange for {{Spouse\_2\_Designation}}’s agreement, waiver, and relinquishment below, {{Spouse\_1\_Designation}} agrees that any Income of {{Spouse\_2\_Designation}} shall be the separate property of {{Spouse\_2\_Designation}}. Further, {{Spouse\_1\_Designation}} hereby waives and relinquishes any right she now has or may have in the future to claim that any Income of {{Spouse\_2\_Designation}} is community property.

(2) In exchange for {{Spouse\_1\_Designation}}’s agreement, waiver, and relinquishment above, {{Spouse\_2\_Designation}} hereby agrees that any Income of {{Spouse\_1\_Designation}} shall be the separate property of {{Spouse\_1\_Designation}}. Further, {{Spouse\_2\_Designation}} hereby waives and relinquishes any right he now has or may have in the future to claim that any Income of {{Spouse\_1\_Designation}} is community property.

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# 3. Waiver of Claims: Each party agrees that the property being partitioned and exchanged between the parties as their respective separate property will be free from all claims that the other party may have before the date of this agreement, as well as all claims that may arise following the execution of this agreement. Any money used for the benefit of the other party will be presumed to be a gift to the other party, as contrasted with a payment for which reimbursement or repayment is later expected, unless the parties agree otherwise in writing. This waiver applies during the lifetime of both parties, as well as on the death of either party or both parties. This waiver extends to any rights, whether choate or inchoate, that may arise under the laws of Texas or any other jurisdiction. Each party further agrees that, by signing this agreement and accepting any benefit whatsoever under it, and each party is estopped from making any claim of any kind at any time to any separate property or the separate estate of the other party, except as may expressly be provided for in this agreement.

# Ownership, Operation, or Conducting of Business Activities

## Liability for Debts

{{Spouse\_1\_Fullname}} and {{Spouse\_1\_Possessive\_Pronoun}} separate property, as defined by Texas law and this Postmarital Agreement, shall not be liable for any existing, future, or contingent debt, liability, or judgment which results from {{Spouse\_2\_Designation}}’s ownership or operation of any of {{Spouse\_2\_Possessive\_Pronoun}} separate property, as defined by Texas law or this Postmarital Agreement, or any act or omission of {{Spouse\_2\_Designation}} occurring in the course of {{Spouse\_2\_Possessive\_Pronoun}} employment or {{Spouse\_2\_Possessive\_Pronoun}} operation, sale, or ownership of any separate property business or investment concern of {{Spouse\_2\_Designation}} .

{{Spouse\_2\_Fullname}} and {{Spouse\_2\_Possessive\_Pronoun}} separate property, as defined by Texas law and this Postmarital Agreement, shall not be liable for any existing, future, or contingent debt, liability, or judgment which results from {{Spouse\_1\_Designation}}’s ownership or operation of any of {{Spouse\_1\_Possessive\_Pronoun}} separate property, as defined by Texas law or this Postmarital Agreement, or any act or omission of {{Spouse\_1\_Designation}} occurring in the course of {{Spouse\_1\_Possessive\_Pronoun}} employment or {{Spouse\_1\_Possessive\_Pronoun}} operation, sale, or ownership of any separate property business or investment concern of {{Spouse\_1\_Designation}} .

## Execution of Documents

From time to time it may be necessary for a spouse to execute a document related to the other spouse’s business, including but not limited to an election for S corporation status. By signing any documents related to the other party’s business entity, the separate property character of the ownership interest in the business is not affected, nor does it expose the non-owner spouse to the liabilities owed by the business entity or any income tax liabilities associated with the business entity.

## No Right to Legal Action Against Other Spouse’s Separate Property

{{Spouse\_1\_Fullname}} expressly disclaims any right to take any legal action against the separate property of {{Spouse\_2\_Designation}}. {{Spouse\_1\_Fullname}} will not seek any relief that will affect {{Spouse\_2\_Designation}}’s ability to manage or dispose of {{Spouse\_2\_Possessive\_Pronoun}} separate property. Specifically, {{Spouse\_1\_Designation}} agrees that she is not entitled to, and shall not seek, any temporary restraining order, injunctive relief, receivership, or other legal relief that would in any way restrict, inhibit, or affect the ability of any of {{Spouse\_2\_Designation}}’s separate property business entities from operating their business affairs as each entity deems appropriate, including each such entity’s right to sell, purchase, or alienate property, to transfer or pledge property, to incur or pay debt, to exercise stock options or warrants, to issue stock, to raise capital, to liquidate any assets, to enter into or change any contractual relationships, to make expenditures or incur indebtedness, or to merge or in any way alter its business organization or form.

{{Spouse\_2\_Fullname}} expressly disclaims any right to take any legal action against the separate property of {{Spouse\_1\_Designation}}. {{Spouse\_2\_Fullname}} will not seek any relief that will affect {{Spouse\_1\_Designation}}’s ability to manage or dispose of {{Spouse\_1\_Possessive\_Pronoun}} separate property. Specifically, {{Spouse\_2\_Designation}} agrees that he is not entitled to, and shall not seek, any temporary restraining order, injunctive relief, receivership, or other legal relief that would in any way restrict, inhibit, or affect the ability of any of {{Spouse\_1\_Designation}}’s separate property business entities from operating their business affairs as each entity deems appropriate, including each such entity’s right to sell, purchase, or alienate property, to transfer or pledge property, to incur or pay debt, to exercise stock options or warrants, to issue stock, to raise capital, to liquidate any assets, to enter into or change any contractual relationships, to make expenditures or incur indebtedness, or to merge or in any way alter its business organization or form.

# Management of Properties

## Management of Properties

Each party has the full, free, and unrestricted right to manage the separate property over which each such party has control under section 3.101 of the Texas Family Code or succeeding provisions of similar import and nature, including without limitation the right to convey or encumber the property; to dispose of it by sale, gift, or otherwise; and to deal with it without taking into consideration any rights or interests of the other party. If the joinder of either party (the “joining party”) should be required by law in connection with the execution of any document by the other party with respect to the separate property of the other party, on request and from time to time, the joining party must execute all such documents necessary to effect the desires of the other party, including gift tax returns, but without any personal liability of the joining party. Neither party has the authority to encumber or dispose of the other party’s separate property without the other party’s express written consent. Notwithstanding any of the provisions set forth in this section, the parties agree that any gift in excess of the annual gift tax exclusion that would be applied to either party’s unified lifetime credit must be consented to in writing by the parties before the making of the gift.

# Future Property Owned by the Parties

## Jointly-Owned Property

During marriage, the parties may from time to time, by mutual agreement, have the opportunity to acquire jointly-owned property, but the parties do not intend to own any community property. If the parties jointly acquire assets during their marriage, they will each own an undivided interest in the jointly-acquired assets, as their respective sole and separate property, in an amount equal to the percentage of their initial respective contributions toward the purchase price of the asset(s), unless otherwise agreed by both parties in writing. If the parties jointly acquire assets, and to the extent legal title to any or all of the assets can be perfected in their joint names, such as title to an automobile, boat, or real property, they will obtain title in their joint names.

Even though title to an asset acquired by the parties is held in their joint names, the percentage of ownership of such an asset will be controlled by the provisions of this section, and the taking of title in their joint names will not be interpreted to mean that each party has an undivided fifty percent (50%) ownership interest in jointly acquired assets unless required by the provisions contained within this section.

Jointly-acquired property shall not be deemed to be community property but instead shall be each party’s separate property in proportion to that party’s contribution to the initial purchase price; provided, however, that if records do not show the amount of each party’s contribution toward the initial purchase price of a jointly acquired asset, each party will own an undivided fifty percent (50%) ownership interest in that asset as separate property.

If legal title cannot be obtained in the parties’ joint names with respect to a jointly acquired asset, the parties agree to execute a written memorandum signed by each party stipulating that the asset was jointly acquired by the parties at the time of the acquisition of the property. Any such memorandum shall be deemed conclusive and binding.

If the parties acquire a jointly owned asset, should they choose for the separate property ownership to be different than the ownership that would otherwise be determined by application of this section, they may, at the time of the acquisition of the joint asset or anytime thereafter, execute a written memorandum signed by both parties setting forth the proportion of each party’s separate property ownership in the joint asset. Any such memorandum shall be deemed conclusive and binding.

## Joint Credit Purchases

If property is acquired by both parties’ credit, is taken in both of parties’ names, and if each party signs the document creating the liability, each party shall be responsible for paying any purchase-money indebtedness with each party’s respective separate funds, in proportion to each party’s respective initial contributions to the purchase price or as specified in a written memorandum signed by each party.

## Joint Checking or Savings Accounts for Household Expenses

It is anticipated that during the marriage the parties may create one or more checking or savings accounts in joint names into which they may put a portion of either or both parties’ Income and from which either party will have the right to withdraw for ordinary and customary living expenses. If either party files for Divorce, all contributions to such accounts shall terminate as of the date any petition for Divorce is filed. Any funds remaining in such accounts shall be owned 50% by {{Spouse\_1\_Designation}} and 50% by {{Spouse\_2\_Designation}} as the respective separate property of each.

## Personal Property

Notwithstanding anything in the Postmarital Agreement to the contrary, the parties agree that all personal clothing, jewelry, sporting goods, and items of adornment will be the separate property of the person who ordinarily uses or enjoys such property without regard to the source of the funds used to acquire such property.

## No Joint Ventures or Loans Except in Writing.

If the parties ever enter into any partnership or other type of joint venture, it will only be by a formal agreement evidenced in writing and signed by both parties. The lack of such a writing shall be conclusive evidence that there was no partnership or joint venture. Further, any loan between the parties must be evidenced in writing and signed by both parties. The lack of such a writing shall be conclusive evidence that there was no loan.

# Waiver of Retirement Benefits

As used in this Postmarital Agreement, “Retirement Benefits” shall be broadly defined to include all pensions, deferred compensation, annuities, disability benefits, health savings accounts, 401(k) plans, other qualified plans, individual retirement accounts (IRAs), and any other retirement accounts or plans.

{{Spouse\_2\_Fullname}} agrees that {{Spouse\_1\_Fullname}}’s Retirement Benefits, including all contributions and enhancements during marriage, shall be {{Spouse\_1\_Fullname}}’s sole and separate property, and {{Spouse\_2\_Fullname}} waives all interest in {{Spouse\_1\_Designation}}’s Retirement Benefits. {{Spouse\_1\_Fullname}} agrees that {{Spouse\_2\_Fullname}}’s Retirement Benefits, including all contributions and enhancements during marriage, shall be {{Spouse\_2\_Fullname}}’s sole and separate property, and {{Spouse\_1\_Fullname}} waives all interest in {{Spouse\_2\_Designation}}’s Retirement Benefits.

Each spouse further waives all rights to participate in any decisions concerning the designation of beneficiaries, election of benefits, or any other decision to be made relating to the other spouse’s Retirement Benefits. Each spouse specifically agrees to accept and shall consent in writing to the other spouse’s decisions in connection with any Retirement Benefit, even if the decision does not provide for any benefit to the spouse. Each spouse shall execute any document necessary to effectuate this agreement and waiver.

This provision shall not override any voluntary designation expressly made by a spouse.

NOTE: A plan governed by the Employment Retirement Security Act of 1974, codified at 29 U.S.C. §§ 1001-1461, (“ERISA”) will distribute benefits payable upon death to the beneficiaries listed on the most recent beneficiary designation on file with the plan irrespective of the terms or provisions of this agreement or the deceased party’s Will.

# Liabilities and Future Credit Obligations

## Existing Liabilities

All liabilities and obligations (contingent and absolute) of either of party shall be enforceable against and discharged from the separate property of the party who incurred the particular liability or obligation and shall not be enforceable against or dischargeable from the property of the other.

## Future Credit Obligations

Except for a joint credit purchase, as set forth in above, or as may be otherwise specifically set forth herein otherwise, any property purchased on credit will be the separate property of the party in whose name the title is taken. If there is no evidence of title, the party to whom the credit was extended shall own the property as separate property and be solely responsible for paying any associated indebtedness with that party’s separate funds. Each party agrees to save, hold harmless, indemnify, and make whole the other party and the other party’s separate property from all separate liabilities and obligations incurred by the party, other than a joint credit purchase.

## Credit Cards of {{Spouse\_1\_Fullname}}

Except specifically set forth in this Postmarital Agreement otherwise, {{Spouse\_1\_Designation}} shall be solely responsible for all business and personal credit card charges incurred by {{Spouse\_1\_Designation}}.

## Credit Cards of {{Spouse\_2\_Fullname}}

Except specifically set forth in this Postmarital Agreement otherwise, {{Spouse\_2\_Designation}} shall be solely responsible for all business and personal credit card charges incurred by {{Spouse\_2\_Designation}}.

## Tort Liabilities

If a spouse is sued for a tort cause of action, the spouse who is not alleged to have committed the wrongdoing is not financially liable, nor is the non-liable spouse’s separate property liable, to the third party. The spouse who is alleged to have committed the tort shall be solely responsible for the payment of all attorney’s fees, costs, or judgment out of the liable party’s separate property.

## Indemnification

In the event a creditor shall judicially establish joint liability for an obligation or debt incurred by one of the parties to benefit that party’s separate estate, the party incurring such separate liability agrees to reimburse the other party in the amount paid by the party not incurring the debt.

# Federal Income Tax Returns

Notwithstanding the parties’ intent to keep their respective property completely separate, the parties acknowledge that the Internal Revenue Code and associated regulations, as amended, and similar codes and regulations of other states or foreign nations may provide savings for married couples filing joint returns. The parties agree that filing a joint tax return will in no way waive or modify any provision of this Postmarital Agreement.

The parties will execute separate income tax returns during their marriage, unless they mutually agree to file a joint tax return for any year. The tax liability arising from separate-property transactions will be the sole liability of the owner and will be fully discharged out of the separate property of that party. Each party agrees to hold the other harmless from such liability and all tax liens that might arise through the filing of a joint return, the failure to file proper returns, or the failure to pay required taxes relating to the separate property of that party.

If the parties file a joint tax return, they will instruct their tax preparer to provide each party with a detailed allocation of the total tax liability attributable to each party’s separate estate and the parties’ community estate (if any). Each party will be fully responsible for that party’s share of any federal, state, or foreign taxes attributable to that party’s separate property, separate Income, and separate Personal Service Earnings. Each party will pay his/her proportionate part of the joint aggregate income tax liability of both parties based on the ratio of:

The net separate-property taxable income of each party

*(computed as if he or she were a single person)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The aggregate net separate-property taxable income of both parties

*(with appropriate allowances for credits and other items, e.g., recapture items, that are not reflected in the net taxable income)*

# No Reimbursement Claims

## No Reimbursement Claims

{{Spouse\_1\_Fullname}} waives the right to assert any claim for reimbursement that {{Spouse\_1\_he\_she\_pronoun}} might presently or in the future have on behalf of or against the community estate. {{Spouse\_1\_Fullname}} further waives the right to assert any claim for reimbursement that {{Spouse\_1\_he\_she\_pronoun}} might presently or in the future have against the separate estate of {{Spouse\_2\_Fullname}}.

{{Spouse\_2\_Fullname}} waives the right to assert any claim for reimbursement that {{Spouse\_2\_he\_she\_pronoun}} might presently or in the future have on behalf of or against the community estate. {{Spouse\_2\_Fullname}} further waives the right to assert any claim for reimbursement that {{Spouse\_2\_he\_she\_pronoun}} might presently or in the future have against the separate estate of {{Spouse\_1\_Fullname}}.

## Payments Benefiting Another Estate

Any payment or contribution by one party to satisfy a debt of or otherwise benefit the community estate (if any) or the separate estate of either party shall not give rise to a claim for reimbursement unless the parties otherwise agree in advance in a writing signed by both parties. Each party waives and releases all statutory and common law claims of reimbursement. Any payments or contributions made to or for the benefit of the community estate (if any) or another party’s separate estate shall not give rise to a right of reimbursement and shall be a gift to such other estate.

## Time, Toil, and Effort

Any claim by a spouse for reimbursement arising from any spouse’s time, toil, talent, effort, or labor is waived and released.

# Rules for Gifts of Separate Property Between Parties

## Gifts Between Parties

Any gift of separate property from a spouse to the other spouse must be specifically identified in writing as a gift and signed by the party making the gift. The absence of such a writing is conclusive evidence that there was no gift and no intent to make a gift. However, a writing is not required for (1) gifts valued at less than $1,000.00 at the time of the gift or (2) any gift of personal clothing, jewelry, sporting goods, and items of adornment.

## Events Not Evidence of Conversion to Community Property

The following events, whether occurring singularly or in any combination, shall under no circumstances be used as evidence of any intention by either party of an agreement between the parties to change or convert a separate property interest into community property or into the separate property of the other party:

(1) The filing of joint tax returns;

(2) The taking of title to property, whether real or personal, in joint tenancy or in any other joint or common form, other than as provided above;

(3) The designation of one party by the other as an executor of the designating party’s estate or as a trustee or as any form of a fiduciary;

(4) The commingling by one party of that party’s separate funds or property with the separate funds or property of the other party, except as provided above;

(5) The furnishing of time, toil, or effort of a party to enhance the separate property of any party;

(6) The pledging or lending of the joint or separate credit of one or both parties for the benefit of the other party’s separate estate;

(7) Any oral statement by either party;

(8) Any written statement by either party other than an express written agreement changing separately owned property into jointly-owned or community property or a written statement designating a particular piece of property as a gift to the other;

(9) The payment from the funds of either party for any obligations including, but not limited to, the payment of federal income taxes or of mortgage, interest, real property taxes, repairs, insurance, or improvements on a separately or jointly held residence;

(10) The joint occupation of a separately owned residence, even though designated as a homestead;

(11) Electing to “split gifts” pursuant to Internal Revenue Code Section 2573(a)(2), or any other similar provision on a Gift Tax Return Form 709, or other form filed by either party;

(12) A spouse’s signing a deed of trust or other similar document relating to the other spouse’s separate property.

# Death

## Right to Make Will

Each party shall have the right to make such provisions, terms, and conditions in that party’s will, trust(s), or other estate planning documents as that party shall choose to do without interference or claim by the other.

## Waiver

Other than as specifically provided by this Postmarital Agreement, each party hereby waives and releases any and all rights and claims of every kind, nature, and description that the party may acquire as the other party’s surviving spouse and in the other party’s estate upon the death of the other party, including:

(1) any and all rights of election to take against the other party’s Will under the laws of any state or country, including any claims of dower, inchoate or otherwise;

(2) any rights to the other party’s pro rata interest in any joint accounts, if any;

(3) any rights to receive any amount in any qualified benefit plan, profit sharing plan, or individual retirement account (except and to the extent as may be provided in a valid beneficiary designation form executed by the other party);

(4) any homestead rights, including constitutional homestead rights, in the separate property of the deceased;

(5) any statutory allowance, family allowance, or exempt property;

(6) any right to serve as the executor or administrator of the deceased spouse’s estate, unless specifically designated in the decedent’s Will; or

(7) any other support rights under the laws of any state or country.

This Postmarital Agreement shall evidence each party’s right to convey any and all of their respective present and future property free from any claim by the other party. This waiver shall not waive any rights a party has to receive any benefits to which a surviving spouse is entitled under a valid Will or trust executed by the other party.

## Voluntary Conveyances

If one spouse voluntarily conveys to the other spouse an interest in separate property, whether by will, survivorship agreement, instrument of conveyance, or by document of title signed by the transferring party, then the provisions of such document shall control over the provisions of this Postmarital Agreement to the extent of any conflict between the two.

## Life insurance

Each party shall have the right, at any time, to terminate or change the beneficiary of any life insurance policy. If, pursuant to a divorce, injunctions are entered prohibiting the changing of beneficiaries of life insurance policies, each party shall execute an agreed order consenting to a requested change or termination of a life insurance policy.

## Necessaries

Each spouse’s separate property will first be used to pay for that spouse’s own necessaries before the other spouse’s separate property will be subject to a liability for necessaries. For example, if either spouse requires professional care, such as assisted living, nursing care, medical treatment, etc., that spouse’s separate property will be used to pay for such care before the other spouse may be obligated to pay for the care out of the other spouse’s separate property. This term is not an attempt to eliminate any duty of support for necessaries, but rather to clarify the sequence in which funds should be used.

# Divorce

## Award of Separate Property Upon Divorce

Each party shall receive and be awarded that party’s respective separate property upon the filing of a Divorce. Further, each party shall also be obligated to pay that party’s separate property debts and obligations and shall indemnify the other party from such debts and obligations.

In the unlikely event that there should ever be a community estate of the parties, the community estate shall be divided 50% to each spouse, and each party expressly waives any claim to an equitable, “just and right,” or disproportionate division of property upon Divorce.

## No Attorney’s Fees, No Spousal Support

In the event of a Divorce, neither party shall request, and each party waives the right to seek any of the following:

(1) any disproportionate division of property,

(2) any reimbursement claim,

(3) any interest in the other spouse’s separate property,

(4) temporary spousal support,

(5) payment of interim expenses of one spouse by the other spouse both during the pendency of a suit and during the pendency of an appeal,

(6) post-Divorce spousal maintenance or alimony,

(7) any appraisal or valuation of a spouse’s assets, including a spouse’s separate property or property owned by a third party,

(8) interim attorney’s fees, expert fees, or costs, or

(9) attorney’s fees, expert fees, or costs on final trial or appeal.

If any of the above payments are ordered by a court, each party agrees to and shall reimburse the paying party for the full amount of any such payment within three days of receiving the payment.

{% if include\_divorce\_settlement\_payment %}

## Divorce Settlement Payment

[\*\*\*INCLUDED FOR DISCUSSION PURPOSES\*\*\*] The parties desire, under certain circumstances, to provide some limited transitional support for {{Spouse\_1\_Designation}} and to promote cooperation with the terms of this agreement. To that end, the following terms and conditions for a Divorce Settlement Payment apply:

A. Threshold Requirements for Divorce Settlement Payment: The Divorce Settlement Payment, as described herein below, shall only be applicable and payable if all of the following requirements are met:

(1) As of the date that either party files for divorce, or the date the first party filed for divorce if both filed for divorce separately, {{Spouse\_1\_Designation}}’s average annual separate property income for the two preceding tax years (based solely on the two prior years’ tax returns) is LESS THAN $500,000.00; *and*

(2) As of the date that either party files for divorce, or the date the first party filed for divorce if both filed for divorce separately, {{Spouse\_2\_Designation}}’s average annual separate property income for the two preceding tax years (based solely on the two prior years’ tax returns) is MORE THAN $500,000.00. (hereinafter sometimes collectively referred to as the “Threshold Divorce Settlement Payment Requirements”).

If BOTH of the above requirements are not met, then there shall be no Divorce Settlement Payment and the remaining terms relating to a Divorce Settlement Payment herein below are inapplicable.

B. Total Amount of Divorce Settlement Payment: If the Threshold Divorce Settlement Payment Requirements herein above are met, then the total amount of the Divorce Settlement Payment shall be based on the length of the marriage as follows:

|  |  |
| --- | --- |
| Length of Marriage | Total Divorce Settlement Payment |
| Under 3 years | $0.00 |
| 3 – 5 years | $100,000.00 |
| 8 – 10 years | $500,000.00 |
| 10 – 12 years | $800,000.00 |
| 12 – 15 years | $1,000,000.00 |
| More than 15 years | $1,200,000.00 |

For the purposes of calculating the length of marriage for the Total Amount of the Divorce Settlement Payment, the length of marriage shall be defined as the amount of time between the date of marriage and the date one of the parties files for divorce.

B. Payment Schedule for Divorce Settlement: {{Spouse\_2\_Designation}} shall pay to {{Spouse\_1\_Designation}} the Total Divorce Settlement Payment amount, based on the length of the marriage, in annual installments over ten (10) years of $100,000.00 per year as follows:

* 1. {{Spouse\_2\_Designation}} ] shall pay the first annual installment of $100,000.00 to {{Spouse\_1\_Designation}} on or before the tenth (10th) day after the date the Final Decree of Divorce is entered by the Court;
  2. {{Spouse\_2\_Designation}} shall pay any subsequent annual installments of $100,000.00 each and every year thereafter on or before the anniversary of the date the Final Decree of Divorce was entered with the Court until the total amount has been paid in full.

The total amount of all such payments shall be capped and in no event shall the Settlement Payment in total, not exceed $1,200,000.00.

C. Reduction of Divorce Settlement Payment: In the following circumstances, the Total Divorce Settlement Payment Amount may be reduced:

1. In the event of divorce, if {{Spouse\_2\_Designation}} has made any payments for {{Spouse\_1\_Designation}}’s legal fees, court-ordered support, or any other payments contrary to the terms of this agreement, the amount of such payments shall be deducted from the total Divorce Settlement Payment before it is paid to {{Spouse\_1\_Designation}} . In the unlikely event that any community property is found to exist, the portion of the community property awarded to {{Spouse\_1\_Designation}} shall be deducted from the Divorce Settlement Payment before it is paid to {{Spouse\_1\_Designation}} .
2. Further, {{Spouse\_1\_Designation}} shall automatically forfeit 60% of the Divorce Settlement Payment in the event she:
   * 1. contests the enforceability of this Postmarital Agreement Agreement or any provision herein;
     2. contests or appeals the final decree of divorce;
     3. files any tort claim against {{Spouse\_2\_Designation}} , the trustee of any trust in which {{Spouse\_2\_Designation}} has any interest, or any business entity in which he owns an interest, either directly or indirectly; or
     4. files any motion with a court which results in a contested hearing, other than to enforce the terms of this Postmarital Agreement or, if necessary, for the safety and welfare of a minor child of the marriage.

{%p endif %}

# 22. Dispute Resolution

## Definition of “Dispute”

As used in this Postmarital Agreement, “Dispute” shall be broadly construed to mean any and all actions, disputes, claims, conflicts, or controversies that may arise between the parties, including but not limited to: all issues relating to any Divorce; all issues relating to the property or support of either party; all issues relating to the interpretation, application, validity, and enforcement of this Postmarital Agreement; and, to the maximum extent permitted by law, all issues relating to the parties’ minor children, if they have any.

## Mediation

It is the intent of the parties that all Disputes should be resolved amicably by the parties and without the necessity of court intervention. If any Dispute arises that is not resolved by agreement, the matter will be promptly submitted to mediation. The mediator must be an attorney who is Board Certified in Family Law in Texas for at least 10 years. The parties will agree on a mediator. Should the parties not be able to agree upon a mediator, each party will select one person of the qualifications listed above, and those two selected persons will appoint another board-certified family law attorney as the sole mediator. The compensation of the mediator will be paid equally by each party.

## Arbitration

If mediation fails to resolve a Dispute between the parties, then the parties agree to promptly submit all Disputes to final and binding arbitration in {{Performance\_County}} County, Texas, or a county contiguous to {{Performance\_County}} County, Texas, or another location mutually agreeable to the parties. The arbitrator must be an attorney who is Board Certified in Family Law in Texas for at least 10 years. The parties will agree on an arbitrator. Should the parties not be able to agree upon an arbitrator, each party will select one person of the qualifications listed above, and those two selected persons will appoint a third person as the sole arbitrator. If both parties agree, they may use the mediator to arbitrate Disputes. The compensation of the arbitrator will be paid equally by each party. The arbitrator will decide the procedures for conducting the arbitration(s). Any arbitration award may be confirmed and enforced in a court of competent jurisdiction.

THE PARTIES AGREE THAT THE ARBITRATION(S),

INCLUDING ANY ARBITRATION AWARD(S),

SHALL BE FINAL AND BINDING ON BOTH PARTIES.

## No Jury Trial

Each party waives any right a party now has or may have in the future to request a jury trial on any Dispute. Such waiver is in the best interests of any future children.

# Choice of Law

Texas law shall apply to any Dispute. All Disputes shall be resolved and decided in accordance with the laws of the State of Texas (both substantively and procedurally) as they existed on the date this Postmarital Agreement was signed, regardless of where either party may hereafter live, reside, be domiciled, or die, and without giving effect to conflicts of laws principles unless they require the application of Texas law. To the maximum extent allowed by law, both parties hereby contractually waive any right to remove this case to federal court or have this case determined by a federal court.

# Venue

## Convenient Forum

The parties agree that the State of Texas is a convenient forum and each party consents to the jurisdiction of Texas courts for all Disputes. Specifically, the parties agree that, to the maximum extent permitted by law, each party prefers all litigation relating to Disputes to be decided by a court of the State of Texas. Given the agreement to arbitrate all Disputes, the parties expect that the only role of a court would be to confirm and enforce an arbitration award.

## Venue

All duties, obligations, and payments provided for in this Postmarital Agreement are performable, payable, and enforceable in {{Performance\_County}} County, Texas.

## Undertakings

Each party agrees to sign and shall sign whatever document might be necessary to give legal effect to these venue provisions.

## Severability

The provisions contained herein above relating to Venue are severable from this Postmarital Agreement. If either term is found to be unenforceable, that shall not affect the enforceability of the rest of this Postmarital Agreement.

# Presumption and Tracing

## No Community Property Presumption

The parties hereby agree that, to the maximum extent permitted by law, no community property presumption, such as the one currently found in Tex. Fam. Code § 3.003, shall apply in any Dispute between the parties. Further, the parties agree to substitute a presumption that all property owned by either spouse during their marriage or on Divorce is presumed to be the separate property of that spouse. The parties agree that the degree of proof necessary to establish that property is community property shall be clear and convincing evidence.

## Tracing and Standard of Proof

To the maximum extent permitted by law, the parties agree that each will be entitled to trace separate property by a “preponderance of the evidence” standard. The parties agree that neither party shall be required to prove separate property characterization by any heightened standard of proof, such as clear and convincing evidence.

# Other Provisions

## Entire Agreement

Each party has carefully read this agreement, including all schedules attached to it and other documents to which it refers, and has executed it in reliance on the party’s own judgment. This agreement expresses the entire agreement between the parties concerning the subject it purports to cover.

## Incorporation of Schedules

All schedules and other instruments referred to in this agreement are incorporated into this agreement as completely as if they were copied verbatim in the body of it.

## Partial Invalidity

If any provision of this agreement is for any reason found to be unenforceable, all other provisions nonetheless remain enforceable.

## Enforceability

This agreement may be enforced by suit in law or equity by either of the parties or by their heirs, executors, attorneys, or assigns. Each party agrees that, by signing this agreement and accepting any benefit whatsoever under it, each party is estopped and barred from making any claim of any kind at any time to any separate property or the separate estate of the other party or to any property described in this agreement as being the separate property of the other party. Each party waives all rights to make claims to any separate property of the other party or to any property designated as belonging to the separate estate of the other party, whether the property is acquired before or after this agreement is signed.

## Successors

This agreement binds and inures to the benefit of the parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, and successors in interest.

## Amendment or Modification

This agreement may be waived, abandoned, modified, amended, discharged, or terminated only by a written instrument signed by both parties that specifically identifies the waiver, abandonment, modification, amendment, discharge, or termination.

## Effective Date

This agreement takes effect when it is executed by both parties and will remain in effect even when the parties’ marriage is dissolved by death or otherwise.

## Execution of Documents

Each party agrees to cooperate fully with the other in performing all acts and in executing, acknowledging, and delivering all instruments and documents required to accomplish the intent of this agreement, including but not limited to deeds, assignments, and promissory notes. Each party agrees to execute all documents required to accomplish the intent of this agreement within fourteen days after the documents are presented to the party for execution.

## Attorney’s Fees and Expenses for Enforcement

If either party defaults in performing any obligation under this agreement so that the other party is required to engage the services of an attorney for enforcement or relief, or if either party brings an action or other proceeding to enforce this agreement or to enforce any judgment, decree, or order made by a court in connection with this agreement, the defaulting party must pay all reasonable attorney’s fees, expert’s fees, and other costs of the other party.

## Waiver of Breach or Term

The waiver of any breach of any provision of this agreement does not waive any other breach of that or any other provision. Waiver of any term of this agreement may be accomplished only concerning future performance and only by a written instrument signed by both parties expressly stating the provisions waived.

## Titles and Captions

Article headings, titles, and captions contained in this agreement are merely for reference and do not define, limit, extend, or describe the scope of this agreement or any provision.

## Representation

### {{ Spouse\_1\_Fullname }}

{%p if Spouse\_1\_Is\_Represented %}

The attorney representing {{Spouse\_1\_Fullname}} is {{Spouse\_1\_Attorney\_Fullname}}. {{Spouse\_1\_Fullname}} has not received any legal, financial, or other kind of advice from {{Spouse\_2\_Fullname}} {% if Spouse\_2\_Is\_Represented %}or from {{Spouse\_2\_Possessive\_Pronoun}} attorney, {{Spouse\_2\_Attorney\_Fullname}} {% endif %}in connection with the advisability or nonadvisability of entering into this agreement. {{Spouse\_1\_Fullname}} is relying on {{Spouse\_1\_Possessive\_Pronoun}} own judgment and the advice of {{Spouse\_1\_Possessive\_Pronoun}} attorney in entering into this agreement.

{%p else %}

{{Spouse\_1\_Fullname}} acknowledges that {{Spouse\_1\_he\_she\_pronoun}} has had the opportunity to retain independent counsel for representation in connection with this agreement and that {{Spouse\_1\_he\_she\_pronoun}} has been encouraged by {{Spouse\_2\_Fullname}} and others to obtain an attorney of {{Spouse\_1\_Possessive\_Pronoun}} choice to represent {{Spouse\_1\_Personal\_Pronoun}}, but that {{Spouse\_1\_Personal\_Pronoun}} has specifically declined to do so and is relying on {{Spouse\_1\_Possessive\_Pronoun}} own judgment in entering into this agreement. Notwithstanding the fact that {{Spouse\_1\_Fullname}} has represented {{Spouse\_1\_Personal\_Pronoun}}self in this matter, {{Spouse\_1\_Fullname}} reaffirms the warranties made by {{Spouse\_1\_Personal\_Pronoun}} in this agreement and further represents and warrants that {{Spouse\_1\_Personal\_Pronoun}} has the requisite knowledge, skill, and training to fully understand the consequences of executing this agreement. Finally, {{Spouse\_1\_Fullname}} represents and warrants that {{Spouse\_1\_he\_she\_pronoun}} has not received any legal, financial, or other kind of advice from {{Spouse\_2\_Fullname}} {% if Spouse\_2\_Is\_Represented %}or {{Spouse\_2\_Attorney\_Fullname}} or any other attorney with the law firm of {{Spouse\_2\_Attorney\_Firm}} {% endin connection with the advisability or nonadvisability of entering into this agreement.

{%p endif %}

### {{ Spouse\_2\_Fullname }}

# {%p if Spouse\_2\_Is\_Represented %}

The attorney representing {{Spouse\_2\_Fullname}} is {{Spouse\_2\_Attorney\_Fullname}}. {{Spouse\_2\_Fullname}} has not received any legal, financial, or other kind of advice from {{Spouse\_1\_Fullname}} {% if Spouse\_1\_Is\_Represented %}or from {{Spouse\_1\_Possessive\_Pronoun}} attorney, {{Spouse\_1\_Attorney\_Fullname}} {% endif %}in connection with the advisability or nonadvisability of entering into this agreement. {{Spouse\_2\_Fullname}} is relying on {{Spouse\_2\_Possessive\_Pronoun}} own judgment and the advice of {{Spouse\_2\_Possessive\_Pronoun}} attorney in entering into this agreement.

# {%p else %}

# {{Spouse\_2\_Fullname}} acknowledges that {{Spouse\_2\_he\_she\_pronoun}} has had the opportunity to retain independent counsel for representation in connection with this agreement and that {{Spouse\_2\_he\_she\_pronoun}} has been encouraged by {{Spouse\_1\_Fullname}} and others to obtain an attorney of {{Spouse\_2\_Possessive\_Pronoun}} choice to represent {{Spouse\_2\_Personal\_Pronoun}}, but that {{Spouse\_2\_Personal\_Pronoun}} has specifically declined to do so and is relying on {{Spouse\_2\_Possessive\_Pronoun}} own judgment in entering into this agreement. Notwithstanding the fact that {{Spouse\_2\_Fullname}} has represented {{Spouse\_2\_Personal\_Pronoun}}self in this matter, {{Spouse\_2\_Fullname}} reaffirms the warranties made by {{Spouse\_2\_Personal\_Pronoun}} in this agreement and further represents and warrants that {{Spouse\_2\_Personal\_Pronoun}} has the requisite knowledge, skill, and training to fully understand the consequences of executing this agreement. Finally, {{Spouse\_2\_Fullname}} represents and warrants that {{Spouse\_2\_he\_she\_pronoun}} has not received any legal, financial, or other kind of advice from {{Spouse\_1\_Fullname}} {% if Spouse\_1\_Is\_Represented %}or {{Spouse\_1\_Attorney\_Fullname}} or any other attorney with the law firm of {{Spouse\_1\_Attorney\_Firm}} {% endif %} in connection with the advisability or nonadvisability of entering into this agreement.

# {%p endif %}

## Full Understanding

Each party acknowledges having carefully read and understand this entire Postmarital Agreement and all referenced or attached documents. Each party understands that their respective marital rights and property may be adversely affected by this Postmarital Agreement. Each party is fully informed of the terms and effects of this Agreement as well as the rights and obligations each has given up by signing this Agreement.

## Nondisqualification

In the event of a Divorce or of any other Dispute arising out of this Postmarital Agreement, each party waives any claim of disqualification against any attorney who participated in the negotiating and drafting of this Postmarital Agreement.

## No Drafting Presumptions

The fact that the first (or any subsequent draft) of this Postmarital Agreement was prepared by counsel for one of the parties shall create no presumptions and shall not cause any ambiguities to be construed against that party.

## Multiple Originals

This agreement is executed in multiple originals. This agreement is signed after execution of the Waiver of Disclosure of Financial Information.

# General Mutual Releases

## Release

# It is the mutual desire of the parties that this Postmarital Agreement resolve all possible issues or claims between them as of the date it is signed. Accordingly, except as herein provided to the contrary, each party mutually releases and forever discharges the other and the other’s separate property from any liabilities, claims, debts, obligations, demands, or causes of action, known or unknown, for any obligation or for damages of any kind, including but not limited to consequential damages, whether sounding in contract, status, tort, or otherwise, together with interest, attorney’s fees, punitive or exemplary damages, contribution, indemnity or any other relief of any kind, whether mentioned specifically herein or not, which either of them could have against the other party for any reason up to the date of the execution of this Postmarital Agreement.

## Disavowal of Claims

# Both parties acknowledge and agree neither party has an existing claim against the other for any of the following:

(1) Breach of fiduciary relationship;

(2) Claim for mismanagement of any partnership property;

(3) Fraud;

(4) Quantum meruit;

(5) Unjust enrichment; or

(6) Tort claims for infliction of emotional distress, defamation, assault or negligence.

# Superiority and Completeness of Agreement

## Completeness of Agreement

# This Postmarital Agreement supersedes all other agreements, whether oral, written, or implied between the parties relating to the rights and liabilities arising out of this agreement or their marriage. This Postmarital Agreement contains the entire agreement of the parties and is an integrated agreement. There are no other agreements or promises between the parties except for those specifically set forth herein. All prior and contemporaneous conversations, negotiations, understandings, and alleged representations are superseded by the signing of this agreement. No parol evidence may be admitted to contradict or vary the express terms of this agreement.

## ORAL AGREEMENT INEFFECTIVE

# THIS POSTMARITAL AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES. THIS POSTMARITAL AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORARANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.

# THE PARTIES STIPULATE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

# Disclaimers

EACH PARTY WARRANTS HAVING CAREFULLY READ THIS POSTMARITAL AGREEMENT (INCLUDING THIS DISCLAIMER OF RELIANCE WHICH APPEARS IN APPROPRIATELY CONSPICUOUS LANGUAGE), UNDERSTANDS ITS CONTENTS, AND SIGNS THIS AGREEMENT AS {{Spouse\_2\_Possessive\_Pronoun}} OR {{Spouse\_1\_Possessive\_Pronoun}} OWN FREE ACT.

EACH PARTY EXPRESSLY WARRANTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT EXPRESSED HEREIN HAS BEEN MADE BY THE OTHER PARTY IN EXECUTING THIS POSTMARITAL AGREEMENT, AND THAT NEITHER PARTY IS RELYING UPON ANY STATEMENT OR REPRESENTATION OF ANY PARTY OR ANY AGENT OF THE PARTIES. EACH PARTY EXPRESSLY DISCLAIMS SUCH RELIANCE. EACH PARTY AGREES THAT THIS IS AN ARM’S-LENGTH TRANSACTION, NO FIDUCIARY RELATIONSHIP OR DUTY EXISTS, AND THAT EACH PARTY IS RELYING SOLELY ON THEIR OWN JUDGMENT.

EACH PARTY ALSO WARRANTS THAT HAVING THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL IN THIS MATTER. EACH PARTY AGREES THAT {{Spouse\_1\_Fullname}}’s OR {{Spouse\_2\_Fullname}}’s LEGAL COUNSEL, IF ANY, HAS READ AND EXPLAINED THE ENTIRE CONTENTS OF THIS POSTMARITAL AGREEMENT IN FULL, AS WELL AS THE LEGAL CONSEQUENCES OF THIS POSTMARITAL AGREEMENT.

EACH PARTY COVENANTS HAVING READ THE ENTIRE CONTENTS OF THIS POSTMARITAL AGREEMENT IN FULL, IS KNOWLEDGEABLE ABOUT THE ISSUES ADDRESSED, AND FULLY UNDERSTANDS THE LEGAL CONSEQUENCES OF THIS POSTMARITAL AGREEMENT. EACH PARTY AGREES THAT THIS PARAGRAPH IS A CLEAR, UNEQUIVOCAL, AND EFFECTIVE DISCLAIMER OF RELIANCE UNDER TEXAS LAW.

EACH PARTY AGREES THIS POSTMARITAL AGREEMENT IS NOT UNCONSCIONABLE OR GROSSLY UNFAIR AS OF THE DATE OF SIGNING THIS POSTMARITAL AGREEMENT.

EACH PARTY REPRESENTS RECEIVING ALL INFORMATION NECESSARY TO ENTER THIS POSTMARITAL AGREEMENT.

EACH PARTY AGREES THAT SUCH PARTY IS ENTERING THIS AGREEMENT ON SUCH PARTY’S OWN FREE WILL AND NOT BASED UPON ANY INFORMATION PROVIDED OUTSIDE OF THIS AGREEMENT.

EACH PARTY HEREBY DISCLAIMS ANY RELIANCE ON THE OTHER PARTY TO THIS POSTMARITAL AGREEMENT. THIS DISCLAIMER OPERATES TO NEGATE ANY CLAIM OF FRAUD, NEGLIGENT MISREPRESENTATION, OR FRAUDULENT INDUCEMENT.

# Statement of Informed Consent; Representations & Warranties

{{Spouse\_1\_Fullname}} and {{Spouse\_2\_Fullname}} hereby specifically and expressly acknowledge and declare as follows:

1. Each is fully and completely informed as to the facts relating to the subject matter of this Postmarital Agreement and as to the rights and liabilities of both parties;
2. EACH ENTERS INTO THIS AGREEMENT VOLUNTARILY;
3. Each has given careful consideration and mature thought to the making of this Postmarital Agreement;
4. Each has carefully read each provision of this Postmarital Agreement and all exhibits or schedules attached to or referred to in this agreement;
5. Each fully and completely understands each provision of this Postmarital Agreement, both as to the subject matter and legal effect;
6. Each agrees that this Postmarital Agreement is not unconscionable;
7. Each was provided a fair and reasonable disclosure of the property or financial obligations of the other party;
8. Each had, or reasonably could have had an adequate knowledge of the property or financial obligations of the other party; and
9. Each voluntarily and expressly waives any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided.

# \*\*\*WARNINGS\*\*\*

EACH PARTY TO THIS POSTMARITAL AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT, EACH SUCH PARTY IS PERMANENTLY SURRENDERING RIGHTS AND CLAIMS THAT WITHOUT THIS AGREEMENT WOULD OTHERWISE HAVE BEEN AVAILBLE UNDER TEXAS LAW AND UNDER THE LAW OF OTHER JURISDICTIONS.

[The remainder of this page is intentionally blank. Signatures on following page.]

# Signatures of the Parties

We acknowledge that our relative financial positions in the future cannot be predicted, and this Postmarital Agreement reflects a careful consideration of such uncertainty. We each agree that this Postmarital Agreement is fair now, and we each believe that it will still be fair in the future and should be followed, even if our financial positions significantly change.

|  |  |  |
| --- | --- | --- |
| {{Spouse\_1\_Fullname}}  {{Spouse\_1\_Designation}} |  | {{Spouse\_2\_Fullname}}  {{Spouse\_2\_Designation}} |

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ §

This Postmarital Agreement was acknowledged before me at \_\_\_\_\_\_\_\_\_\_ o’clock \_\_\_.m., by {{Spouse\_1\_Fullname}} on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ §

This Postmarital Agreement was acknowledged before me at \_\_\_\_\_\_\_\_\_\_ o’clock \_\_\_.m., by {{Spouse\_2\_Fullname}} on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of Texas

# ATTORNEY CERTIFICATIONS

{%p if Spouse\_1\_Is\_Represented %}

I am the attorney for {{Spouse\_1\_Fullname}} (my “Client”). I am a member of the State Bar of Texas and am duly licensed and admitted to practice law in the State of Texas. I have been employed by my Client for the purpose of fully explaining to and counseling about {{Spouse\_1\_Possessive\_Pronoun}} rights and obligations under this Agreement. I have also advised my Client about Texas law relating to the rights of married persons in the properties and income of spouses and of spouses’ rights and obligations upon death or dissolution of marriage. After being fully advised by me, {{Spouse\_1\_Fullname}} acknowledged understanding the legal effect of this Agreement and executing it freely and voluntarily. {{Spouse\_1\_Fullname}} executed the foregoing Postmarital Agreement after having received independent counsel from me, apart from {{Spouse\_2\_Fullname}}{%if Spouse\_2\_Is\_Represented %} and {{Spouse\_2\_Possessive\_Pronoun}} counsel. I am in a separate firm and am independent from {{Spouse\_2\_Attorney\_Fullname}}, {{Spouse\_2\_Fullname}}’s attorney{% endif %}.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{{Spouse\_1\_Attorney\_Fullname}}

Attorney for {{Spouse\_1\_Designation}}

{%p endif %}

{% if Spouse\_2\_Is\_Represented %}

I am the attorney for {{Spouse\_2\_Fullname}} (my “Client”). I am a member of the State Bar of Texas and am duly licensed and admitted to practice law in the State of Texas. I have been employed by my Client for the purpose of fully explaining to and counseling about {{Spouse\_2\_Possessive\_Pronoun}} rights and obligations under this Agreement. I have also advised my Client about Texas law relating to the rights of married persons in the properties and income of spouses and of spouses’ rights and obligations upon death or dissolution of marriage. After being fully advised by me, {{Spouse\_2\_Fullname}} acknowledged understanding the legal effect of this Agreement and executing it freely and voluntarily. {{Spouse\_2\_Fullname}} executed the foregoing Postmarital Agreement after having received independent counsel from me, apart from {{Spouse\_1\_Fullname}}{%if Spouse\_1\_Is\_Represented %} and {{Spouse\_1\_Possessive\_Pronoun}} counsel. I am in a separate firm and am independent from {{Spouse\_1Attorney\_Fullname}}, {{Spouse\_1\_Fullname}}’s attorney{% endif %}.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{{Spouse\_2\_Attorney\_Fullname}}

Attorney for {{Spouse\_2\_Designation}}

{%p endif %}

# EXHIBIT A

{{Spouse\_1\_Fullname}}’s Separate Property and Separate Liabilities

Assets:

1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. All sums of cash in the possession of or subject to the control of {{Spouse\_1\_Fullname}} , together with all interest income, mutations, enhancements, and increases therefrom, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in {{Spouse\_1\_Fullname}}’s name or from which {{Spouse\_1\_he\_she\_pronoun}} has a right to withdraw funds or which are subject to {{Spouse\_1\_he\_she\_pronoun}} control, including but not limited to money on account in the following banks, savings institutions, or other financial institutions:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. All closely held business interests in {{Spouse\_1\_Fullname}}’s name and all rights and privileges, past, present, or future, arising out of or in connection with the operation of the businesses:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Any monies in investments and IRAs in {{Spouse\_1\_Fullname}}’s name or from which {{Spouse\_1\_he\_she\_pronoun}} has a right to withdraw funds or which are subject to {{Spouse\_1\_Fullname}}’s control, whether now existing or hereafter acquired, including but not limited to the following:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all contributions, increases, mutations, enhancements, interest income, and the proceeds therefrom, and all other rights related to any Keogh plan, profit-sharing plan, retirement plan, pension plan, annuity, money market investment account, individual retirement account, or like benefit program existing by reason of {{Spouse\_1\_Fullname}}’s past, present, or future employment, or in {{Spouse\_1\_Fullname}}’s sole name, including but not limited to the following:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. All wearing apparel, jewelry, and other personal effects in the possession of or subject to the control of {{Spouse\_1\_Fullname}} or otherwise owned by {{Spouse\_1\_Fullname}} as of the date of this agreement.

7. All personal property, household furnishings, fixtures, artwork, antiques, china, silver, crystal, equipment, guns, and other household items currently in the possession of or subject to the control of {{Spouse\_1\_Fullname}}, as well as all other items otherwise owned by {{Spouse\_1\_he\_she\_pronoun}} as of the date of this agreement.

8. All policies of life insurance, including all cash values and any increases, mutations, enhancements, interest income, and dividend income received therefrom, insuring the life of {{Spouse\_1\_Fullname}}, if any, as of the date of this agreement.

9. Any and all brokerage accounts, stocks, bonds, mutual funds, and securities registered in {{Spouse\_1\_Fullname}}’s name or subject to {{Spouse\_1\_Fullname}}’s sole control, together with all dividends, splits, and other rights and privileges in connection with them including, but not limited to, the following:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. All automobiles and other motor vehicles titled in {{Spouse\_1\_Fullname}} name, whether currently existing or hereafter acquired, including but not limited to the following:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

11. All other property and property rights set aside to {{Spouse\_1\_Fullname}} under the terms of this Postmarital Agreement.

12. Any and all interest in accounts consisting of travel, credit card, or any other loyalty program rewards/points/miles in {{Spouse\_1\_Fullname}}’s name.

Liabilities:

1. All indebtedness due on any separate-property asset listed in this Exhibit A or elsewhere in this Postmarital Agreement, unless specifically provided herein to the contrary.

2. All obligations of {{Spouse\_1\_Fullname}} specifically referred to in this Postmarital Agreement.

3. All ad valorem taxes, personal property taxes, and assessments or other charges due or to become due in connection with any asset owned by {{Spouse\_1\_Fullname}} as separate property.

4. All contingent liability of {{Spouse\_1\_Fullname}} that may occur as a result of {{Spouse\_1\_Fullname}}’s interest in any closely held business under this Postmarital Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{{Spouse\_1\_Fullname}}

{{Spouse\_1\_Designation}}

# EXHIBIT B

{{Spouse\_2\_Fullname}}’s Separate Property and Separate Liabilities

Assets:

1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. All sums of cash in the possession of or subject to the control of {{Spouse\_2\_Fullname}} , together with all interest income, mutations, enhancements, and increases therefrom, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in {{Spouse\_2\_Fullname}}’s name or from which {{Spouse\_2\_he\_she\_pronoun}} has the right to withdraw funds or which are subject to {{Spouse\_2\_Fullname}}’s control, including but not limited to money on account in the following banks, savings institutions, or other financial institutions:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. All closely held business interests in {{Spouse\_2\_Fullname}}’s name and all rights and privileges, past, present, or future, arising out of or in connection with the operation of the businesses:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all contributions, increases, mutations, enhancements, interest income, and the proceeds therefrom, and all other rights related to any Keogh plan, profit-sharing plan, retirement plan, pension plan, annuity, money market investment account, individual retirement account, or like benefit program existing by reason of {{Spouse\_2\_Fullname}}’s past, present, or future employment, or in {{Spouse\_2\_Fullname}}’s sole name, including but not limited to:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. All other deferred compensation benefits in {{Spouse\_2\_Fullname}}’s name.

6. All wearing apparel, jewelry, or other personal effects in the possession of or subject to the control of {{Spouse\_2\_Fullname}} or otherwise owned by him as of the date of this agreement.

7. All personal property, household furnishings, fixtures, artwork, antiques, china, silver, crystal, equipment, guns, and other household items currently in the possession of or subject to the control of {{Spouse\_2\_Fullname}}, as well as all other items otherwise owned by {{Spouse\_2\_Fullname}} as of the date of this agreement.

8. All policies of life insurance, including all cash values and any increases, mutations, enhancements, interest income, and dividend income received therefrom, insuring the life of {{Spouse\_2\_Fullname}}.

9. Any and all brokerage accounts, stocks, bonds, mutual funds, and securities registered in {{Spouse\_2\_Fullname}}’s name or subject to {{Spouse\_2\_Fullname}}’s sole control, together with all dividends, splits, and other rights and privileges in connection with them including, but not limited to, the following:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. All automobiles and other motor vehicles titled in {{Spouse\_2\_Fullname}}’s name, whether currently existing or hereafter acquired, including but not limited to the following:

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

11. Any and all interest in accounts consisting of travel, credit card, or any other loyalty program rewards/points/miles in {{Spouse\_2\_Fullname}}’s name.

12. All other property and property rights set aside to {{Spouse\_2\_Fullname}} under the terms of this Postmarital Agreement.

Liabilities:

1. All indebtedness due on any separate-property asset listed in this Exhibit B or elsewhere in this Postmarital Agreement, unless specifically provided herein to the contrary.

2. All obligations of {{Spouse\_2\_Fullname}} specifically referred to in this Postmarital Agreement.

3. All ad valorem taxes, personal property taxes, and assessments or other charges due or to become due in connection with any asset owned by {{Spouse\_2\_Fullname}} as separate property.

4. All contingent liability of {{Spouse\_2\_Fullname}}’s that may occur as a result of {{Spouse\_2\_Fullname}}’s interest in any closely held business under this Postmarital Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{{Spouse\_2\_Fullname}}

{{Spouse\_2\_Designation}}