PREMARRIAGE AGREEMENT

OF
Keddrin G. Weber
and
Anke J.H.P. Gulden

SEPARATE PROPERTIES

This PREMARRIAGE AGREEMENT was entered into this fourth day of May, 1996, by and between Keddrin Glenn Weber, the undersigned, who presently resides at 14042 Peyton Dr. #229, Dallas TX 75240 (hereinafter called the husband to be), and Anke Johanna Henrica Petronella Gulden, the undersigned who presently resides at 14042 Peyton Dr. #229, Dallas TX 75240 (hereinafter called the wife to be).

PURPOSE OF AGREEMENT

Both parties currently own assets, and anticipate acquiring additional assets, which they wish to continue to control, and are executing this Agreement to establish and determine their respective rights and responsibilities during the marriage, in the event of a divorce or dissolution of the marriage, or the death of one of the parties.

WHEREAS, the husband to be and the wife to be contemplate the solemnization of marriage at some future date under the laws of the State of *Texas*, because of their love for each other, and

WHEREAS, the husband to be and the wife to be each owns, individually, either or both real and/or personal property, the nature and extent of which is fully disclosed to the other in the addendums annexed to this agreement; and

WHEREAS, the husband to be and wife to be mutually desire to enter into this agreement for the purpose of making a clear record of their intents to continue the separate control, management and operations of all such separate properties, including all interest, issues, rents and profits accruing therefrom; and any property or properties hereinafter acquired by the respective parties after the date of marriage with the interest, issues, rents and profits deriving from such seperate property of the respective parties; and

WHEREAS, the husband to be and the wife to be mutually desire that all property herein disclosed in the annexed addendum, and all property

hereinafter acquired with the proceeds of such interest, rents, issues or profits deriving from said party's separate property or properties, shall, for testamentary disposition, be free from any and all claims by any other third party that may arise by virtue of their marriage.

NOW, THEREFORE, in consideration of the mutual promises herein contained and the solemnizing of their proposed marriage, the parties convenant and agree as follows:

- 1. That the property belonging to the husband to be, and subject to the agreement, is as described in the annexed Addendum To Premarriage Agreement, Exhibit A.
- 2. That the property belonging to the wife to be, and subject to this agreement, is as described in the annexed Addendum To Premarriage Agreement, Exhibit B.
- 3. That all interest, rents, issues and profits deriving from any such property, after the date of marriage, will be deposited into the parties' separate accounts in order that a commingling of the separate estates will not occur.
- 4. That in the event a commingling of the separate estates should inadvertently occur, such commingling shall not be construed as other than temporary convenience despository, unless there is a manifest intent by both parties that such commingling is, in fact, intentional and under a mutual agreement between the parties.
- 5. That the parties, by mutual consent, may make any disposition of their jointly held property or properties by sale, gift or bequest during their lifetimes as they so see fit, provided, however, that such sale, gift or bequest is in the best interest of the parties' financial means and goals, and not occasioned by duress, fraud, intimidation, misrepresentation, or threats, but by their loving consideration, devotion and mutual respect for each other's security, ambitions, desires, needs and goals as a family unit.
- 6. That in the event a disclaimer of interest is required, as mentioned under paragraph 5 above, the spouse so required to execute the disclaimer of interest shall execute a disclaimer of interest or any other instrument appropriate and necessary to carry into effect the provisions of this agreement, in favor of the other spouse.
- 7. That either party (spouse) may make any disposition of his or her property by sale, gift or bequest during his or her lifetime as each sees fit.
- 8. That in the event of a legal separation or a divorce, all such property

herein described, and all such property acquired with the interest, rents, issues and profits of said described property, shall not be considered, or otherwise taken into account by way of claims for support, spousal maintenance, attorney fees, alimony, costs or the division of property.

- 9. That no provisions herein contained shall be construed to limit, restrict, change or modify the lawful characters of any property or properties received by either party as a gift or legacy, which shall be the separate property or properties of the recipient party (spouse) to have, hold and enjoy as he or she so sees fit.
- 10. That each party fully understands the scope and extent of this agreement and their rights as a matter of Law regarding the character of property owned both before marriage and after marriage, but, notwithstanding this knowledge, it is their desire that their respective rights regarding all such property or properties both herein described and later acquired shall be determined and fixed by this agreement.
- 11. That this Premarriage Agreement shall inure to the benefit of and shall be binding upon the heirs, executors and administrators of each party.
- 12. That during the lifetimes of the parties, and so long as their marriage has not been terminated by divorce or annulment, the parties reserve the right to amend this agreement by an instrument in writing, executed by each of them and properly acknowledged. Any such amendments shall be valid and binding to the full extent as though the provisions of such agreement had been set forth herein.
- 13. That the agreement shall be interpreted and enforced in accordance with the laws of the State *Texas*, in effect on the date of execution of this agreement.

IN WITNESS WHEREOF, the parties signed and acknowledged this agreement the day and date last above mentioned.

Keddrin Glenn Weber

(husband to be)

Anke Johanna Henrica Petronella Gulden

(wife to be)

ACKNOWLEDGMENT

State of	TEXAS)	
)ss.	
County of	DALLAS)	
Petronella G individuals	<u>fulden</u> and <u>Kedd</u> described in, and	day of, 19 <u>%</u> , before me, the personally appeared Anke Johanna Henrica rin Glenn Weber, to me known to be the I who executed the foregoing Premarriage and that they executed the same as their free acceptance.	
My Commiss	sion	$\mathcal{M} \circ \mathcal{O}$	
Expires: /3	-14-95	Mary P Lavage (notary public)	
	MARY O. GARCI. Notary Public, State of T. My Commission Expire	xas s	
CE OF THE	DECEMBER 14, 1999		

ADDENDUM TO PREMARRIAGE AGREEMENT

EXHIBIT A

The undersigned, claims as his separate property, subject to the provisions of Paragraph 1, of the Premarriage Agreement, as follows: (Identify the character and location of each separate property):

- 1) One Toyota, make Tercel, model 1992, VIN JT2EL46B2NO141150, located in Dallas County, State of Texas.
- 2) One Packard Bell, Legend 100cd, with 14.4 modem, quad-speed CD-Rom, Forte 16 sound card, speakers, one SONY 1.4MB floppy drive, 16 Mg bytes of extended non-parity tin SIMM ram, two Segate hard drives (one 600Mg and one 1 gigabyte), with a Panasonic KX-P4420 and Epson LQ-510 line printer.
- 3) Furniture of special value; 1950's wooden telephone-bench, 1 wingback chair from the mayor's house of Lincoln, NE; 1 rustique antique coffee table,
- 4) Personal Library of bound books totaling over 500 volumes, software, CD-rom publications and media.

Dated this 4 day of May, 1996.

Leddrin Mboy
(HUSBAND TO)

ACKNOWLEDGMENT

State of	TEXAS)				
County of	DALLAS)ss.)				
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My Commission E	xpires:			1		
12-14-99				Mary OSa	nais	(notary publi
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MARY O. GARCIA Notary Public, State of Texas My Commission Expires DECEMBER 14, 1999

# ADDENDUM TO PREMARRIAGE AGREEMENT

#### **EXHIBIT B**

The undersigned, claims as her separate property, subject to the provisions of Paragraph 1, of the Premarriage Agreement, as follows: (Identify the character and location of each separate property):

- 1. Checking account at INGbank, Zundert, the Netherlands, with a balance of approximately NLG 2,700.
- 2. Deferred annuities with Sun Alliance, the Netherlands, with a current value of approximately NLG 6,000.

Dated this _____ day of May , 1996.

( WIFE TO BE)

### ACKNOWLEDGMENT

State of

**TEXAS** 

)ss.

County of

DALLAS

On this ______ day of ______, 19 26, before me, the undersigned Notary Public, personally appeared ______ Keddrin Glenn Weber ___ and Anke Johanna Henrica Petronella Gulden, to me known to be the individuals described in, and who executed the foregoing Premarriage Agreement, and acknowledged that they executed the same as their free act and deed.

My Commission Expires:

12-14-99

(notary public)

MARY O. GARCIA Notary Public, State of Texas My Commission Expires DECEMBER 14, 1999