

POSTNUPTIAL AGREEMENT

On this date **FIELD(P)**, **IFNOTBLANK(OtherP)** also known as **FIELD(OtherP)**, **ENDIF** of **FIELD(AddressP)**, and **FIELD(S)**, **IFNOTBLANK(OtherP)** also known as **FIELD(OtherS)**, **ENDIF** of **FIELD(AddressS)**, in Dallas County, Texas, have entered into an agreement with respect to their marriage for the following reasons and with reference to the following facts:

ARTICLE I. PURPOSES

Intent to Define Property Rights

1.01. **FIELD(P)** and **FIELD(S)** (the “Parties”) intend by this agreement to delineate their respective ownership interests in property they acquired during the marriage. The parties further desire to set forth the methods by which their respective community and separate property interests are to be determined.

ARTICLE II. RECITALS

Disclosure of Property

2.01. The Parties have made a full and complete disclosure of the nature, extent, and probable value of all real and personal property and other assets, tangible and intangible, that they own. A list of the property, including any encumbrances, and other assets is attached to and for all purposes made a part of this agreement.

The estimated gross value of the property and assets owned by the Parties is approximately **\$3,500,000**, not including household goods, automobiles, and miscellaneous items not to exceed **\$500,000**. The total indebtedness of the Parties is approximately **\$55,000**. The Parties to this agreement understand that the figures and amounts given above are approximately correct and not necessarily exact, but are intended to be reasonably accurate.

ARTICLE III. AGREEMENTS

Partition of Community Property

3.01. The Parties own certain real and personal property as community property. This community property is described with particularity in Exhibit A to this agreement, which is attached to and for all purposes made a part of this agreement. The Parties desire to

partition this community property in order that each spouse will henceforth own his or her share as his or her separate property, without prejudice to pre-existing creditors. The Parties hereby agree that the community property listed in Exhibit A hereto is partitioned as stated in such Exhibit, and that the spouse to whom the property is allocated in such Exhibit shall henceforth hold and possess, as his or her separate property, the property allocated therein.

Income from Separate Property

3.02. As permitted by Article 16, Section 15 of the Texas Constitution, the parties agree that all of the income or property from all of each Party's separate property will be the separate property of the owner-spouse. This provision applies both to the separate property the parties owned prior to marriage, and to separate property that has been and may be acquired during the marriage.

Property Management

3.03. **FIELD(P)** will have sole and exclusive management, control, and disposition of **VARIABLE(vHisHer)** separate property. **FIELD(S)** will have sole and exclusive management, control, and disposition of **VARIABLE(vSHisHer)** separate property. Each party reserves the right to make gifts of his or her separate property and reserves the right to sell, mortgage, or otherwise deal with his or her separate property without consulting the other spouse.

Record Keeping

3.04. The Parties agree to keep accurate records of their respective separate estates.

Agreement to Join in Execution of Other Instruments

3.05. Both parties to this agreement covenant and agree that they will willingly, at the request of the other party, or at the request of his or her successors or assigns, execute, deliver, and properly acknowledge whatever additional instruments may be required to carry out the intention of this agreement, and will execute, deliver, and properly acknowledge any deeds or other documents necessary to effectuate this agreement.

Binding upon Heirs and Successors

3.06. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

Texas Law Controlling

3.07. This Agreement shall be governed by the laws of the State of Texas.

Entire Agreement

3.08. This Agreement constitutes the entire agreement between the parties hereto with respect to the property and no party shall be liable or bound to the other in any manner by any warranty, representation, or agreement except as specifically set forth herein.

Amendment

3.09. This Agreement and any of the terms hereof may be amended only by an instrument in writing signed by all of the parties hereto.

Severability

3.10. If a court of competent jurisdiction determines that any restriction in a clause or provision of this Agreement is void or illegal or unenforceable, the other clauses and provisions shall remain in full force and effect and the clause or provision determined to be void or illegal or unenforceable shall be so limited that it shall remain in effect to the extent permissible by law.

Confirmation of Prenuptial Agreement

3.11. This agreement is intended to confirm and ratify all provisions of that certain Prenuptial Agreement entered into between the parties on [DATE OF PRENUPTIAL]. The parties married on [DATE OF MARRIAGE]. All provisions of that Prenuptial Agreement are hereby ratified, confirmed, and approved, and in the event of any conflict between its provisions and those of this instrument, the Prenuptial Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of and effective the MRGCMND(VARIABLE(vDay)^{VARIABLE(vOrdinal)} day of VARIABLE(vMonth), VARIABLE(vYear)).

FIELD(P)

FIELD(S)

STATE OF TEXAS §
 §
COUNTY OF MRGCMND(TOUPPER(FIELD(County))) §

ACKNOWLEDGED before me, the undersigned authority, by FIELD(P) on this the MRGCMND(VARIABLE(vDay)^{VARIABLE(vOrdinal)} day of VARIABLE(vMonth), VARIABLE(vYear)).

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF MRGCMND(TOUPPER(FIELD(County))) §

ACKNOWLEDGED before me, the undersigned authority, by FIELD(S) on this the the VARIABLE(vDay)^{VARIABLE(vOrdinal)} day of VARIABLE(vMonth), vYear.

Notary Public, State of TexasEMBEDMACRO(MergeFileType (Form!))

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**EXHIBIT A
TO POSTNUPTIAL AGREEMENT
PARTITIONED PROPERTY**

1. Separate Property of FIELD(P):
 - a. 401(k) Savings Plan *[account information?]*
 - b. JPM Stock Program *[account information?]*
 - c. JPMC Pension *[account information?]*
 - d. *[Year]* Mercedes Benz SL500 automobile
 - e. Beneficiary interest in the [NAME] Trust, UTD 2/28/2014, [NAME], Trustee
 - f. Trustee fees from the the [NAME] Trust, UTD 2/28/2014, [NAME], Trustee
 - g. JPMC Checking Account *[redacted number]*
 - h. BAC Checking Account *[redacted number]*
 - i. AXA Equitable Life Insurance Policy *[redacted number]*
 - j. ***INFORMATION ABOUT NEWLY PURCHASED HOUSE***

2. Separate Property of FIELD(s):
 - a. *[Year]* Honda Civic
 - b. People's Units *[further description?]*
 - c. ***ANY OTHER PROPERTY?***