

POSTNUPTIAL AGREEMENT

On this _____ day of _____, in the year _____, _____, _____, ("Spouse 1"), and _____, ("Spouse 2"), in consideration of the premises, covenants, promises and waivers contained in this Postnuptial Agreement (the "Agreement") mutually agree as follows:

1. Spouse 1 and Spouse 2 are a married couple under the laws of the State of _____ and are entering into this Agreement to establish the ownership and division of property between them, including any future property that may be acquired by either or both of them, in the event of separation, divorce, death, or any other circumstance resulting in the termination of their marriage.

2. Spouse 1 and Spouse 2 agree to define and determine their respective rights and obligations with respect to his or her own property, in the property of the other, and in any property acquired during their marriage in the event of a dissolution of their marriage regardless of whether their property rights are to be governed by the laws of the State of _____ or any other domestic or foreign jurisdiction.

3. Spouse 1 and Spouse 2 agree to relinquish any and all rights that either of them may have in the other's Separate Property as specifically set forth and defined in this Agreement, whether acquired prior or subsequent to their marriage.

4. Spouse 1 and Spouse 2 have made a full and complete disclosure to each other of all of their financial assets and liabilities, as more fully set forth in the accompanying Financial Statements, and attached to this Agreement as Exhibit A.

5. Spouse 1 and Spouse 2 agree that any and all of the following property definitions marked with an "X" will be Separate Property:

_____ Any property acquired by a party through an inheritance before or after the execution of this Agreement.

_____ Any award or settlement received as a result of a lawsuit or other court proceeding after the execution of this Agreement.

_____ Proceeds from an insurance policy received after the execution of this Agreement.

_____ Any gambling or lottery winnings received by either party after the execution of this Agreement.

_____ Other: _____ [Example: list specific investments, bank account, properties, etc.]

6. All property that is not defined as Separate Property will be considered "Shared Property" of Spouse 1 and Spouse 2.