

POST-MARITAL AGREEMENT


20020528000249310 Pg 1/5 23.00
Shelby Cnty Judge of Probate, AL
05/28/2002 12:34:00 FILED/CERTIFIED

AGREEMENT MADE THIS 21 day of May, 2002, between JOHN PARKER (herein called "Husband") and MARTHA L. PARKER (herein called "Wife") of Alabaster, Shelby County, Alabama.

WITNESSETH:

Whereas, the parties are lawfully married to each other and reside in the city and county set forth above; and

Whereas, the parties believe that it is in the best interest of each other and the perpetuation of their marriage relationship to enter into this Agreement; and

Whereas, the parties desire to define their financial and other rights and responsibilities to each other; and

Whereas, the parties intend that this Agreement shall be binding and effective as of this date;

IT IS HEREBY AGREED AS FOLLOWS:

1. The parties shall continue to live together as Husband and Wife at the husband's residence at 113 Berryhill Drive, Alabaster, Alabama.

2. The financial balance sheet of each party has been attached to this Agreement. The attached balance sheets represent a reasonable approximation of each parties' assets and liabilities at the present time. Each party represents to the other that he or she has fully disclosed to the other his or her financial situation by the representations contained in the attached balance sheet.

3. Each of the parties agree that the following property shall remain the sole and separate property of the other party:

(a) All property, real, personal, or mixed, titled to the other party on the date of the solemnization of their marriage, including property for which a binding

contract of acquisition has been executed on that date, specifically that home titled to the Husband located at 113 Berryhill Drive, Alabaster, Alabama;

(b) All property, real, personal, or mixed, acquired by the other party out of the proceeds or income from property owned by him or her on the date of the solemnization of their marriage, or attributable to appreciation and value of said property, whether the enhancement is due to market conditions or to the services, skills, or efforts of either party, including but not limited to all IRAs, 401K's, pension plans, thrift plans, or other retirement accounts;

(c) All property hereafter acquired by the other party by gift, devise, bequest, or inheritance;

4. Each of the parties agree that all of the earnings and accumulations resulting from the other spouse's personal services, skill, effort, and work, together with all property acquired or income derived therefrom, shall be the sole and separate property of the party to whom the earnings and income are attributable.

5. This Agreement shall continue in effect until:

(a) A child is born of this marriage;

(b) Either party becomes physically or mentally disabled so as to be unable to maintain gainful employment; or

(c) Fifty (50) years from the date of the parties' marriage, whichever occurs first.

(1) In any such event, this Agreement shall terminate as of that date. It is contemplated that the parties will negotiate a new Agreement at that time. If no new Agreement is executed at that time for any reason, the laws of the State of Alabama shall govern the financial relationship and assets of the parties, except as to assets owned or acquired during the effective period of this Agreement, which assets shall be controlled by the provisions of this Agreement.

6. Notwithstanding any other provision of the Agreement, either party may, by appropriate written instrument only, transfer, convey, devise, or bequeath any property to the other, or nominate the other as executor or trustee of his or her estate. Neither party intends by this Agreement to limit or restrict in any way the right to receive any such transfer, conveyance, devise, or bequest from the other, or to act as such executor if so nominated in the will of the deceased party.

7. The consideration for this Agreement is the continued cohabitation of the parties, the mutual promises contained herein, and the payment of Ten (\$10.00) Dollars, and other good and valuable consideration, receipt of which is hereby acknowledged.

8. This Agreement shall be binding upon and inured to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors, and assigns.

9. This Agreement sets forth the entire agreement of the parties and cannot be modified except by a writing signed by both parties.

10. If either party shall fail, neglect, or refuse to perform any of the conditions in this contract according to its terms, then the party by failing, neglecting, or refusing to do so shall forfeit and pay the other party, as liquidated damages, the sum of \$10,000.00. The parties hereto agree that the subject matter of this contract is unique and that the failure of either party to perform would lead to an impossibility of calculating damages accurately.

11. Should any portion of this Agreement be judicially determined to be illegal, the remainder of the Agreement shall remain in full force and effect.

12. This contract shall be interpreted and governed by the laws of the State of Alabama.

13. That in the event of any default by a party, the other party may at her or his option cancel and annul this contract and hold the defaulting party liable for any breach or breaches of this contract, existing at the date of any such cancellation or annulment. However, the existence of this right to cancel or annul shall not, in the event of its non-exercise at any time, diminish or change the rights of the forbearing party and shall not constitute a waiver of any rights of the forbearing party under this contract.

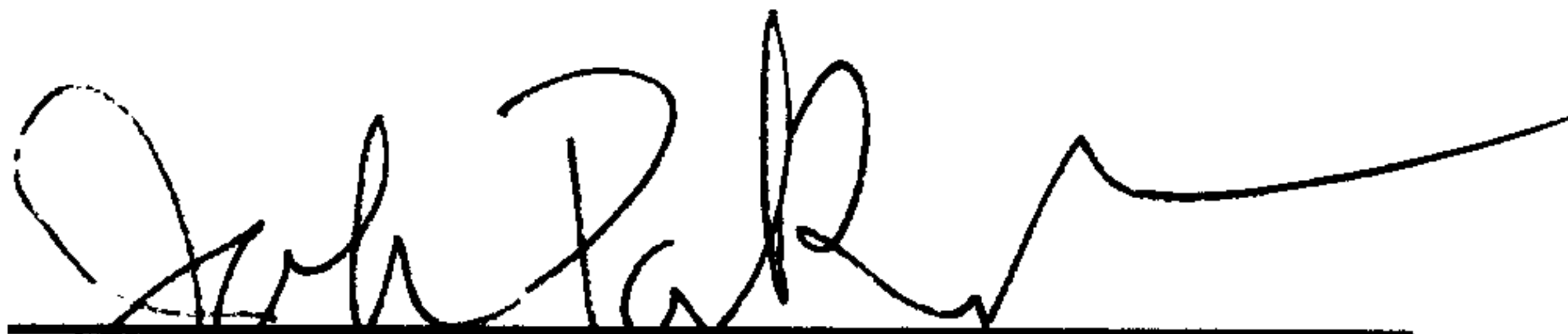
14. Should any party hereto retain counsel for the purpose of enforcing or preventing a breach of any provision hereof, including, but not limited to, by instituting any action or proceeding to enforce a provision hereof, or damages or specific performance by reason of any alleged breach of any provision hereof, or a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs for the services rendered by such prevailing party.

15. No action shall be brought for any breach of this contract more than six (6) years after such breach or its reasonable discovery.

16. This Agreement is being executed in two counterparts, each of which shall constitute for all purposes an original.

WITNESSETH:

Whereof, the parties hereunto set their hands and seals the day and year above written.



JOHN PARKER

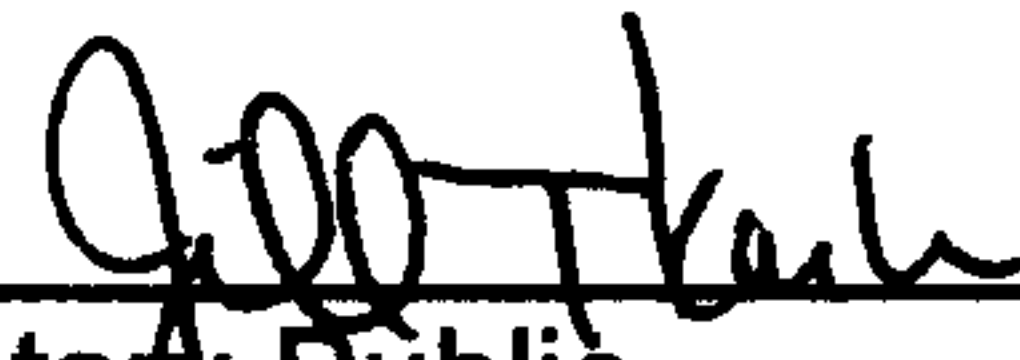


MARTHA L. PARKER

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county in said state, do hereby certify that **John Parker** and **Martha L. Parker**, whose names are signed to the foregoing document, and who are known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing document, they executed the same voluntarily on the day the same bears date.

This 21 day of May, 2002.



Notary Public

SEAL

My Commission Expires: 10-14-04