


STATE OF ALABAMA)
SHELBY COUNTY)


20131121000457910 1/8 \$35.00
Shelby Cnty Judge of Probate, AL
11/21/2013 04:21:05 PM FILED/CERT

**POST-NUPTIAL AGREEMENT BY AND BETWEEN
LARRY HOUSE AND CINDY HOUSE**

This Post-Nuptial Agreement (the "Agreement") is made on this 28th day of October, 2013 ("Effective Date"), by and between **Larry House**, a resident of Shelby County, Alabama and **Cindy House**, a resident of Shelby County, Alabama.

WHEREAS, Husband and Wife were married on the 22nd day of December, 2001, at Birmingham, Alabama, and they have openly and fully discussed with each other their respective financial situations; and

WHEREAS, as a result of discussions, the parties have reached the conclusion that it would be to their respective best interests to enter into a written Post-Nuptial Agreement whereby the rights and claims of each of the parties shall be clearly and distinctly set forth, both as to those rights which will accrue, or have accrued, to both of them during their lifetimes as a result of the marriage and as to those rights which will accrue to the survivor upon the death of either of them; and

WHEREAS, the parties are aware that unfortunate disputes and misunderstandings can be avoided by determining at this time their respective rights in the event that their marriage should terminate by death or divorce of the parties; and

NOW, THEREFORE, in consideration of the premises, in consideration of the mutual covenants and agreements of each of the parties hereto, and for other good and valuable consideration, including their mutual desire to have this Agreement govern their respective rights as husband and wife, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree between themselves as follows:

1. **OWNERSHIP, CONTROL AND DISPOSITION OF ASSETS.** Husband and Wife covenant and agree that each party, respectively, regardless of this marriage between them, shall have and separately retain all rights in his or her own property and assets, including all earnings and income (hereafter called his or her own respective "separate estate") as now constituted and as hereafter constituted at any time and from time to time, whether real, personal or mixed, whether tangible or intangible, and regardless of whether now owned or hereafter acquired by any means; and each of the parties hereto shall have the absolute and unrestricted right during his or her lifetime to make any disposition whatsoever of his or her respective separate estate, or any asset thereof, whether with or without any consideration from anyone for any such disposition, free from any claim or right that could otherwise be asserted under the law by the other of the parties hereto by reason of their marriage.

(a) The Wife shall have all right, title and interest to the 2010 GMC Denali Pickup truck, two (2) horses "Tiburon" and "Regalo", and a Sima horse trailer. Parties agree that



they will cooperate to take the vehicles out of ownership by the Oak Island, LLC so that they can be vested in wife. Husband agrees to execute any and all necessary documents to accomplish the above.

(b) The John Deere tractor is the separate property of wife.

(c) Any other tools and equipment shall be divided amicably between the parties.

Nevertheless, neither party shall be obligated by the terms of this Agreement to incur or in any way subject himself or herself to any liabilities which may have been or shall at any time in the future be created by the other.

In the event that either party, prior to the execution of this Agreement, has made gifts to the other of jewelry, household furniture or furnishings, or other tangible personal property of any kind, or if either party, subsequent to the execution of this Agreement, shall from time to time in the future make gifts to the other of such property, then the parties hereby acknowledge and confirm that all such gifted property will belong solely to the recipient thereof.

2. MEDICAL INSURANCE.

Beginning with the October 31, 2013 premium, the Wife shall pay the premium payments for Blue Cross Blue Shield Policy # [REDACTED] through June, 2014. Husband shall reimburse wife one third (1/3) of each monthly premium payment after presentation of the monthly statement, and no later than the 5th of the month in the following month.

3. DEATH OF EITHER PARTY. Upon the death of either party, Husband and Wife agree as follows:

(a) It is declared and expressed to be the explicit intention of each of the parties to this Agreement, and they hereby covenant and agree, that Husband, by virtue of the marriage, shall not have or acquire at the death of Wife, if she predeceases him, any right, title or claim in or to any property or estate belonging to Wife, whether real, personal or mixed, including benefits under qualified or non-qualified retirement plans, life insurance and/or Individual Retirement Accounts. Accordingly, Wife shall have the right, free of any right, power or claim of Husband, whether legal or equitable, to make any disposition of her own separate estate, or any asset thereof, whether by will, codicil, revocable or irrevocable inter-vivos trust, beneficiary designation, or otherwise. In furtherance thereof, Husband does irrevocably renounce, relinquish, waive, and release all legal rights that he may have, as the surviving spouse upon the death of Wife, to elect to take against her will, or if it shall be determined Wife dies intestate, then and in such event the identity and the various respective shares of the person or

W
[Signature]

persons legally entitled to take and share in the distribution of Wife's estate shall be determined according to the laws of the appropriate jurisdiction as if there had been no marriage between the parties hereto. In addition, Husband waives, relinquishes, quitclaims and releases all rights and claims that he may acquire as surviving husband to family allowance, homestead allowance, exempt property, distribute or elective share, intestate succession, rights under the Retirement Equity Act of 1984 or any other laws applicable to Retirement Assets and/or other type and the like, or other statutory or equitable rights, in and to all the property, whether real, personal, or mixed, which Wife either now owns or which she may hereafter acquire; and

(b) It is further declared and expressed to be the explicit intention of each of the parties to this Agreement, and they hereby covenant and agree, that Wife, by virtue of the marriage, shall not have or acquire at the death of Husband, if he predeceases her, any right, title or claim in or to any property or estate belonging to Husband, whether real, personal, or mixed, including benefits under qualified or non-qualified retirement plans, life insurance and/or Individual Retirement Accounts. Accordingly, Husband shall have the right, free of any right, power or claim of Wife, whether legal or equitable, to make any disposition of his own separate estate, or any asset thereof, whether by will, codicil, revocable or irrevocable inter-vivos trust, beneficiary designation, or otherwise. In furtherance thereof, Wife does irrevocably renounce, relinquish, waive, and release all legal rights that she may have, as the surviving spouse upon the death of Husband, to elect to take against his will, or if it shall be determined Husband dies intestate, then and in such event the identity and the various respective shares of the person or persons legally entitled to take and share in the distribution of Husband's estate shall be determined according to the laws of the appropriate jurisdiction as if there had been no marriage between the parties hereto. In addition, Wife waives, relinquishes, quitclaims and releases all rights and claims that she may acquire as surviving wife to family allowance, homestead allowance, exempt property, distribute or elective share, intestate succession, rights under the Retirement Equity Act of 1984 or any other laws applicable to Retirement Assets and/or other type and the like, or other statutory or equitable rights, in and to all the property, whether real, personal, or mixed, which Husband either now owns or which he may hereafter acquire; and

4. **DISSOLUTION OF THE MARRIAGE BY DIVORCE.** In the event of the divorce of the parties for any reason whatsoever during the term of the marriage, regardless of which of the parties hereto may initiate such divorce proceedings, and subject to the provisions set out herein this Agreement, neither Husband nor Wife shall be obligated to pay to the other any alimony (whether lump-sum or periodic), spousal support or any payment in the nature of alimony and/or spousal support, to make any property settlement or equitable distribution of assets or income and/or proceeds from said assets to the other, or to make any other payment or distribution of assets or income and/or proceeds from said assets of any kind in connection with the divorce. Furthermore, in the event of the divorce of the parties, (i) each shall continue to own all of his or her individually owned assets including but not limited to stocks, bonds, investment securities of all kinds, partnership interests, business interests including but not limited to corporations, limited liability company(ies), general and/or limited partnerships, and/or



interest therein or any other type investment vehicle, cash, bank account balances, real property and interests therein, as well as his or her own separate automobiles or other motor vehicles, household furniture and furnishings, pictures, paintings, antiques, appliances, jewelry, clothing, china, silverware, and other items of personal use.

Each party indemnities and holds the other harmless for any and all their respective obligations(s) on the Marital Debt(s), Joint Debt(s), and Individual Debt(s) including, a reasonable attorney's fee and other reasonable cost associated with the enforcement of such indemnification.

5. **MARITAL DEBTS-** The Husband shall negotiate any possible reduction of all martial debts within 30 days of the date of this agreement, and inform the wife thereof. Each of the parties shall be liable for one half of the said balance, and provide Wife with copies of each statement. Once the balances are known they will work together to arrive at a method for repayment. Wife shall not be liable for any interest or penalties which shall accrue after October 28, 2013. Wife's obligation toward balances and repayment will commence February 2014 as payments to OAK ISLAND FARM, LLC will increase to \$30,000.00 per month.

Marital Debts to be split in half as follows:

American Express Account	\$42,065.00
Oak Island Visa Account	\$29,000.00
Alabama Power	\$8,000.00
Boat Loan (\$430 per month NOT delinquent)	\$10,000.00
Accountant	\$15,000.00
IRS	\$1,857.00

6. **HUSBAND'S INDIVIDUAL DEBTS-** Husband shall be individually liable therefor and shall indemnify and hold Wife harmless therefor.

Solicito	\$7,000.00
Javier	\$5,000.00
Medaris	\$6,000.00
Swimming Pool Services	\$7,000.00
Jonathan's Spring 2014 Tuition	\$7,500.00

Patrick's Spring 2014 Tuition (Payable to Cindy by December 1, 2013

\$13,500.00

7. WIFE'S INDIVIDUAL DEBTS- Wife shall be responsible for her own debts, if any, and indemnify husband and hold him harmless therefor.

8. OAK ISLAND FARM, LLC (50/50 Co Owner/ Member Managed LLC: Larry and Cindy House)

1.) In the event of a default by the payors of the mortgage on the Oak Island Farm, LLC Property, Robby and Yoland Tolbert, both parties agree to cooperate to the fullest to utilize the property to its highest and best use, wether by sale thereof or operating a business or businesses, or renegotiating the mortgage.

2.) It is further agreed that neither party shall incur any liens, loans, or encumbrances of any kind whatsoever against the said property.

3.) Each party hereto shall be entitled to owe- half of each monthly mortgage payment received by Oak Island Farm, LLC, as each party is a 50% Co- Owner/Member of the LLC. Therefore as a member manager, each party is entitled to equal rights to management of the LLC.

9. SHOAL CREEK RESIDENCE

1.) The Wife shall be the owner of an undivided 38% interest in Husband's Shoal Creek residence, which is more specifically described as follows:

Lots 173B through 179B, according to Survey Montagel, as recorded in Map Book 23, Page 6, in Probate Office of Shelby County, Alabama.

Commence at the Southeast corner of Section 34; thence run along the South line of said section in a Western direction a distance of 2, 202.08 feet to a point on the Easterly Right-of- Way of County Road No. 41, otherwise known as Dunavant Valley Road; thence turn a deflection angle of 105 degrees 33 minutes 12 seconds right and run in a Northeasterly direction along said Easterly Right- of - Way a distance of 686.39 feet to a found crimped iron, said point being the Point of Beginning of the Parcel herein described; thence continue on the last described course in a Northeasterly direction along said Easterly Right- of- Way a distance of 686.63 feet to a found crimped iron; thence turn an interior angle of 105 degrees 04 minutes 52 seconds and run to the right in an Easterly direction a distance of 530.83 feet to a found crimped iron; thence turn an interior angle of 180 degrees 52 minutes 29 seconds and run to the left in an Easterly direction a distance of 656.11 feet to a found 3- inch capped pipe; thence turn an interior angle of 179 degrees 56 minutes 00 seconds and run to the right in an Easterly direction a

distance of 637.40 feet to a point on the East line of said Section 34; thence turn an interior angle of 90 degrees 05 minutes 23 second and run to the right in a Southerly direction along said East Section Line a distance of 725.24 feet to an iron rod; thence turn an interior angle of 87 degrees 52 minutes 28 seconds and run to the right in a Westerly direction a distance of 2,014.8 feet to the Point Beginning. Situated in Shelby County, Alabama.

2.) It is further agreed that neither party shall incur any liens, loans, or encumbrances of any kind whatsoever against the said property.

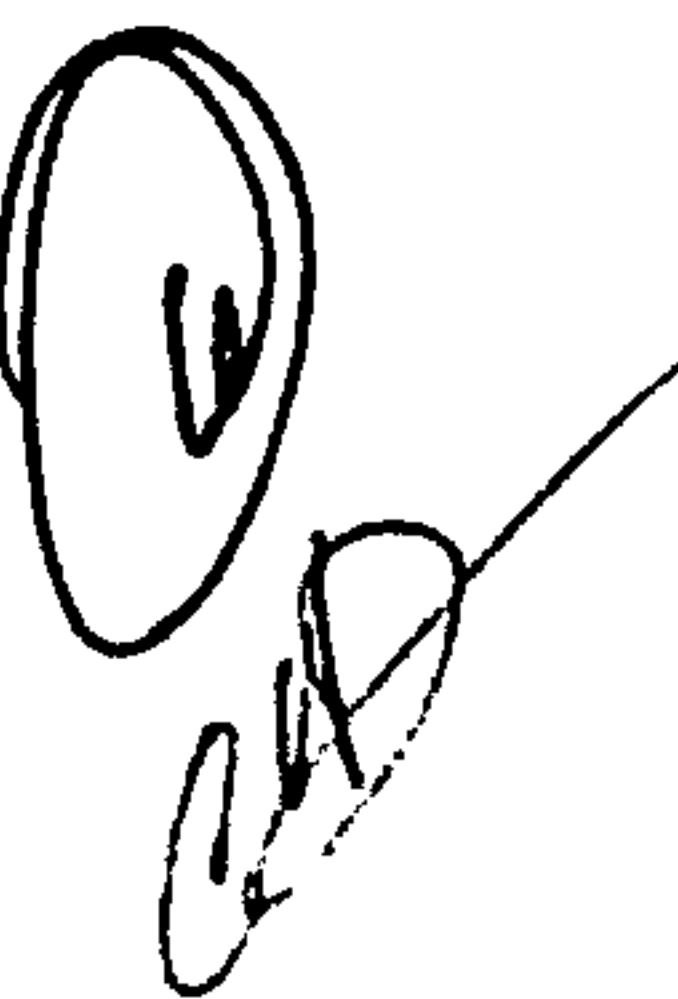
10. **COMPLETENESS OF AGREEMENT.** It is expressly agreed that this Agreement is entered into after a full and frank disclosure and with full knowledge on the part of each party as to the character, extent and probable value of the estate of the other, and of all the rights conferred by law upon each in the estate of the other by virtue of said marriage, but it is the desire and wish of each of the parties hereto that all of their respective rights in the estate of the other shall be completely governed by the terms of this Agreement, which shall be binding upon the parties hereto, their respective heirs, assigns and personal representatives, both at law and in equity.

11. **INTERPRETATION AND IMPLEMENTATION.** This Agreement shall be controlled, construed and given effect by and under the laws of the State of Alabama. It is intended that this Agreement shall continue to be valid and effective without respect to where the parties are domiciled at any time in the future.

12. **CHANGE IN CIRCUMSTANCES.** Each party acknowledges that while the circumstances at the time of the death of either party or the termination of the marriage by divorce or legal proceedings may be different from those circumstances existing at the time that this Agreement is entered into, nonetheless, the parties, even in the event of a change of circumstances, agree to be bound by this Post-Nuptial Agreement.

13.) **BINDING EFFECT.** This Agreement, upon execution thereof by the parties, shall be binding upon, and shall inure to the benefit of the parties hereto, and their heirs, executors, administrators, devisees, legatees, successors and assigns.

WHEREAS, Husband and Wife acknowledge that each of them has had an ample opportunity to make, and has made, inquiry and received satisfactory answers regarding the net worth of the other party; that each has ascertained all facts, conditions and circumstances likely to influence his or her judgement in connection with the execution of this Agreement; that each has entered into this Agreement freely and voluntarily with full and complete knowledge as to the reasons for and their results of this Agreement; and



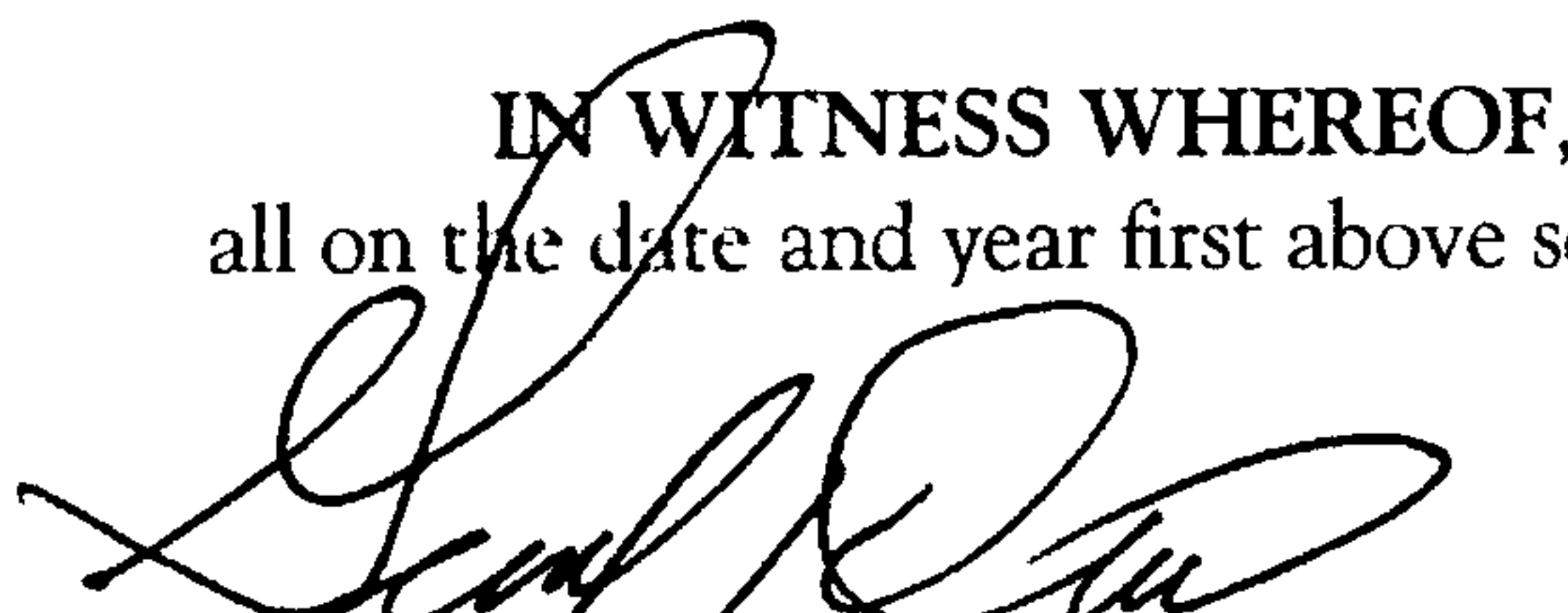
WHEREAS, it is desired by each of the parties, respectively, subject to the contrary provisions, in this Agreement, that their existing marriage will not in any way change the legal rights that each of them had prior to the marriage to make any disposition of their respective separate estates, either during their joint lifetimes or during the separate lifetime of the survivor of them, or at the death of either of them, whether by conveyance, deed, sale, assignment, mortgage, pledge, devise, bequest, descent, or gift, and regardless of whether gratuitous in whole or in part; and


WHEREAS, Judith S. Crittenden, an attorney at law and a member of The Crittenden Firm, PC, Birmingham, Alabama has represented the Wife in connection with the preparation of and execution of this Agreement, has participated in the drafting of this Agreement, and has advised Wife as to the legal effect of this Agreement on her rights and obligations; and

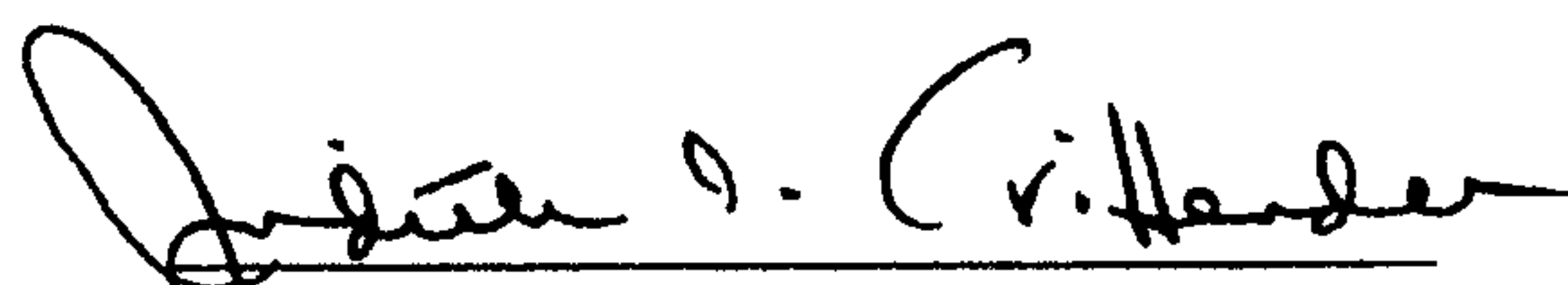
WHEREAS, Gerard Durward, an attorney at law and a member of Durward & Croman, Birmingham, Alabama has represented the Husband in connection with the execution of this Agreement, and has advised Husband as to the legal effect of this Agreement on her rights and obligations; and

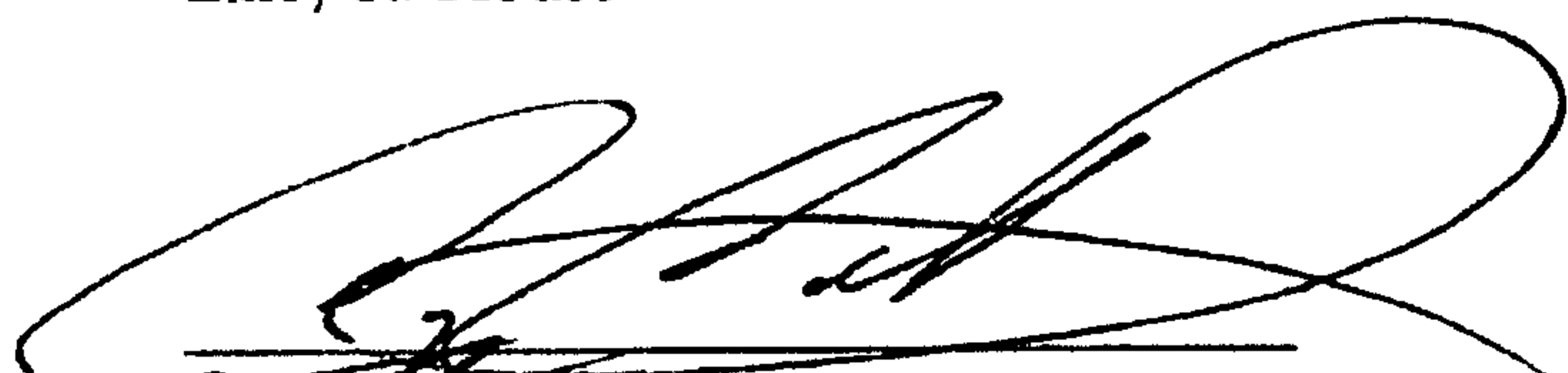
WHEREAS, the parties, having consulted independent counsel and having been advised of their legal rights and obligations, desire to accept the provisions of this Agreement in full discharge and satisfaction of all rights or claims which may accrue to each of them upon the death of the other, or upon their divorce.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals all on the date and year first above set forth.


Gerard Durward, Attorney


Larry R. House


Judith S. Crittenden, Attorney


Cindy C. House

STATE OF ALABAMA)
)
COUNTY OF SHELBY)



I, Elizabeth F. Thomas, a Notary Public in and for said County, in said State, hereby certify that **Larry R. House**, whose name is signed to the foregoing PostNuptial Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of thereof he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of November, 2013.

Elizabeth F. Thomas
NOTARY PUBLIC
My Commission Expires: 3/29/2016

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Arthur A. Hill, a Notary Public in and for said County, in said State, hereby certify that **Cindy C. House**, whose name is signed to the foregoing Post Nuptial Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of thereof he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of Oct, 2013.

Arthur A. Hill
NOTARY PUBLIC
My Commission Expires:

My Commission Expires 6/20/16