

This agreement is entered into on \_\_\_\_\_, 2026 by and between

Russell Eric McDonald and Rosemary Hatch

as follows:

1. PURPOSE. The parties to this agreement wish to live together in an unmarried state. The parties intend to provide in this agreement for their property and other rights that may arise because of their living together. Both parties currently own assets, and anticipate acquiring additional assets, that they wish to continue to control, and they are entering into this agreement to determine their respective rights and duties while living together.

2. DISCLOSURE. The parties have revealed to each other financial information regarding their current income.

3. LEGAL ADVICE. -By signing this agreement, each party acknowledges that he or she understands the facts of this agreement, and is aware of his or her legal rights and obligations under this agreement, or arising because of their living together in an unmarried state.

4. CONSIDERATION. The parties acknowledge that each of them would not continue living together in an unmarried state except for the execution of this agreement in its present form.

5. EFFECTIVE DATE. This Agreement shall become effective and binding as of \_\_\_\_\_, 2026, and shall continue until they no longer live together or until the death of either party.

6. DEFINITIONS. As used in this agreement, the following terms shall have the following meanings:

(a) "Joint Property" means property held and owned by the parties together. Such ownership shall be as tenants by the entirety in jurisdictions where such a tenancy is permitted. If such jurisdiction does not recognize or permit a tenancy by the entirety, then ownership shall be as joint tenants with rights of survivorship. The intention of the parties is to hold joint property as tenants by the entirety whenever possible.

(b) "Joint Tenancy" means tenancy by the entirety in jurisdictions where such a tenancy is permitted, and joint tenancy with rights of survivorship if tenancy by the entirety is not recognized or permitted. The intention of the parties is to hold joint property as tenants by the entirety whenever possible.

7. SEPARATE PROPERTY. Rosemary Hatch is the owner of certain property, which is listed in Exhibit A, attached hereto and made a part hereof, which she intends to keep as her nonmarital, separate, sole, and individual property. All income, rents, profits, interest, dividends, stock splits, gains, 401K and IRA plans and appreciation in value relating to any such separate property shall also be deemed separate property.

Russell Eric McDonald is the owner of certain property, which is listed in Exhibit B, attached hereto and made a part hereof, which he intends to keep as his nonmarital, separate, sole, and individual property. All income, rents, profits, interest, dividends, stock splits, gains, and appreciation in value relating to any such separate property shall also be deemed separate property.

8. JOINT PROPERTY. The parties intend that certain property shall, from the effective date of this agreement, be joint property with full rights of survivorship. This property is listed and described in Exhibit C, attached hereto and made a part hereof. **At this time there is no joint property.**



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9. **PROPERTY ACQUIRED WHILE LIVING TOGETHER.** The parties recognize that either or both of them may acquire property during the time they are living together. The parties agree that the ownership of such property shall be determined by the source of the funds used to acquire it. If joint funds are used, it shall be jointly owned property with full rights of survivorship. If separate funds are used, it shall be separately owned property with no right of survivorship, unless it is added to Exhibit C by the purchaser.

10. **BANK ACCOUNTS.** Any funds deposited in either party's separate bank accounts shall be deemed that party's separate property. Any funds deposited in a bank account held by the parties jointly shall be deemed joint property.

11. **PAYMENT OF EXPENSES.** The parties agree that their expenses shall be paid as follows: Russell McDonald - Rent, utilities, and vehicle upkeep on vehicles owned by Mr. McDonald, lawn maintenance on any jointly owned or rented property, and insurance on his personal car. Also paid by Mr. McDonald his personal expenses any medical, dental, prescriptions, and legal expenses that may occur after this form is signed and dated. Any loans signed by Mr. McDonald will be his responsibility to pay.

No loans will be incurred without the knowledge of the other party. Each party is responsible for furnishing their own personal care items, clothing, and hair and nail expenses. Smoking supplies are the responsibility of Mr. McDonald.

Rosemary Hatch will be responsible for contributing to the household budget by purchasing food, cleaners, paper goods, and drinks at an agreed upon amount that is based on income and may be subject to change with income.

12. **DISPOSITION OF PROPERTY.** Each party retains the management and control of the property belonging to that party and may encumber, sell, or dispose of the property without the consent of the other party.

13. **PROPERTY DIVISION UPON SEPARATION.** In the event of separation of the parties, they agree that the terms and provisions of this agreement shall govern all their rights as to property, property settlement, rights of community property, and equitable distribution against the other. Each party releases and waives any claims for special equity in the other party's separate property or in jointly owned property.

14. **EFFECT OF SEPARATION OR DEATH.** Each of the parties waives the right to be supported by the other after their separation or after the death of either party. Both parties agree there will be no alimony paid after separation.

15. **DEBTS.** Neither party shall assume or become responsible for the payment of any preexisting debts or obligations of the other party. Neither party shall do anything that would cause the debt or obligation of one of them to be a claim, demand, lien, or encumbrance against the property of the other party. If a debt or obligation of one party is asserted as a claim or demand against the property of the other, the party who is responsible for the debt or obligation shall indemnify the other from the claim or demand, including the indemnified party's costs, expenses, and attorneys' fees.

16. **FREE AND VOLUNTARY ACT.** The parties acknowledge that executing this agreement is a free and voluntary act, and has not been entered into for any reason other than the desire for the furtherance of their relationship in living together. Each party acknowledges that he or she had adequate time to fully consider the consequences of signing this agreement, and has not been pressured, threatened, coerced, or unduly influenced to sign this agreement.

17. SEVERABILITY. If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

18. FURTHER ASSURANCE. Each party shall execute any instruments or documents at any time requested by the other party that are necessary or proper to effectuate this agreement.

19. BINDING EFFECT. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, successors, and assigns.

20. NO OTHER BENEFICIARY. No person shall have a right or cause of action arising out of or resulting from this agreement, except those who are parties to it and their successors in interest.

21. RELEASE. Except as otherwise provided in this agreement, each party releases all claims or demands to the property or estate of the other, however and whenever acquired, including acquisitions in the future.

22. ENTIRE AGREEMENT. This instrument, including any attached exhibits, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified or terminated except in writing signed by the parties.

23. PARAGRAPH HEADINGS. The headings of the paragraphs contained in this agreement are for convenience only, and are not to be considered a part of this agreement or used in determining its content or context.

24. ATTORNEYS' FEES IN ENFORCEMENT. A party who fails to comply with any provision or obligation contained in this agreement shall pay the other party's attorneys' fees, costs, and other expenses reasonably incurred in enforcing this agreement and resulting from the noncompliance.

25. SIGNATURES AND INITIALS OF PARTIES. The signatures of the parties on this document, and their initials on each page, indicate that each party has read, and agrees with, this entire Cohabitation Agreement, including any and all exhibits attached hereto.

26.  OTHER PROVISIONS. Additional provisions are contained in the Addendum, attached here to, and made a part hereof.

Russell E. McDonald                      Rosemary Hatch  
(Signature of male and female)                      Rosemary Hatch  
RUSSELL E MCDONALD

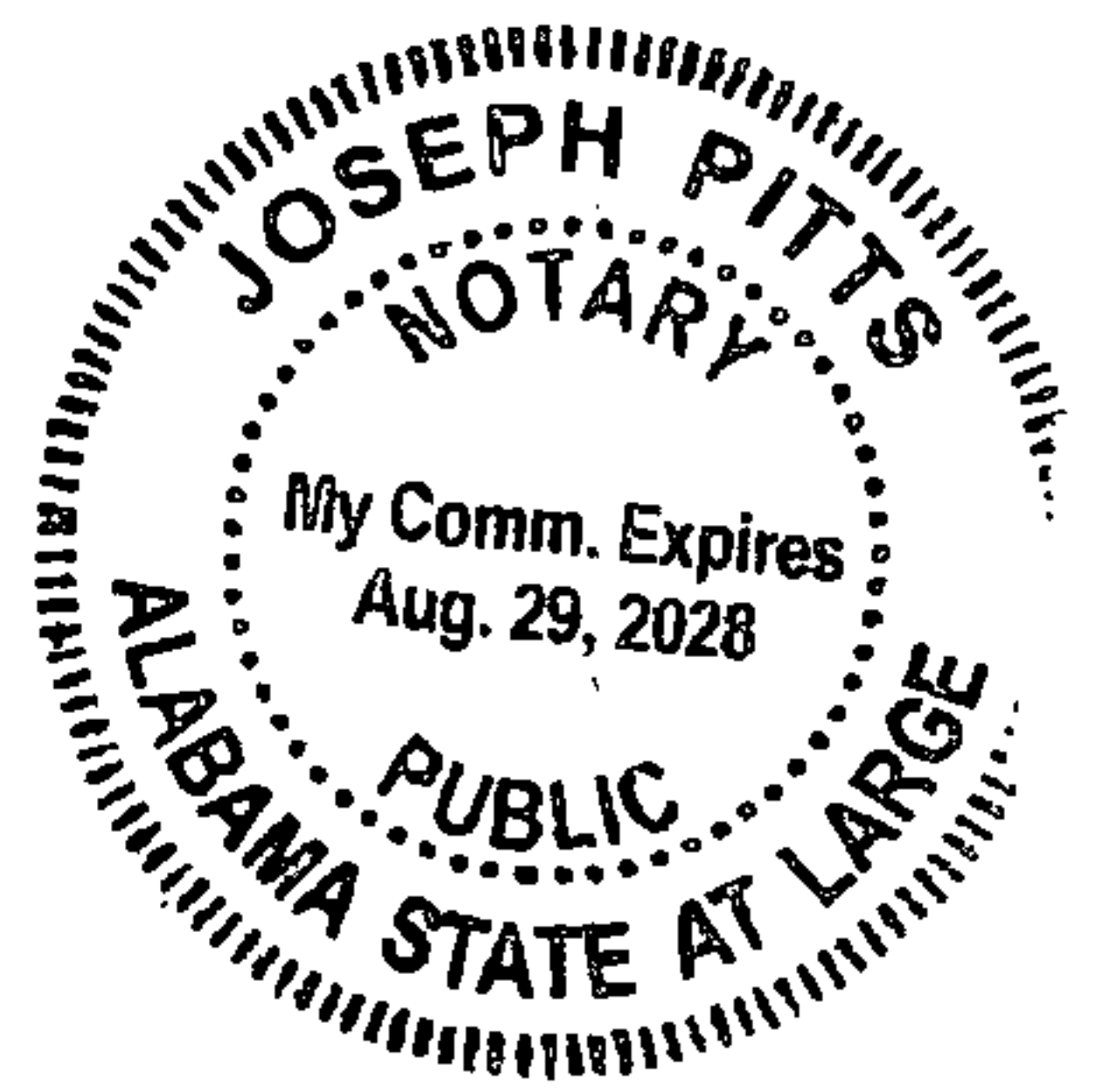
STATE OF ) Alabama    COUNTY OF ) Shelby

The foregoing Agreement, consisting of \_\_\_\_\_ pages was acknowledged before me this 27<sup>th</sup> day of March, 2026, by Russell E McDonald Rosemary Hatch, who are personally known to me or

who have produced Alabama DL as identification.  
Alabama DL

Signature Joseph Pitts Joseph Pitts  
(Printed Name of Acknowledger)

NOTARY PUBLIC  
Commission Number: Aug 29 2028 My Commission Expires:





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**Schedule A Rosemary Hatch**

Any items listed below will be dispersed to designated beneficiaries according to Rosemary Hatch's will or to beneficiaries listed on the specific policy, accounts, or titles. Mr. McDonald will have no claim to any of the assets listed below that were purchased or acquired by Rosemary Hatch before the date of this instrument or purchased or acquired with funds from Rosemary Hatch after the date of this instrument:

Real Estate, vehicles, personal property, cash, savings accounts, stocks, gains or dividends in stock, bond, or money market accounts, 401K and IRA accounts and any other asset that was purchased or acquired prior to the date of this instrument or with personal funds after the date of this instrument.

**Schedule B Russell E McDonald**

Any items listed below will be dispersed to designated beneficiaries according to Russell McDonald's will or to beneficiaries listed on the specific policy, accounts, or titles. Mrs. Hatch will have no claim to any of the assets listed below that were purchased or acquired by Russell McDonald before the date of this instrument or purchased or acquired with funds from Russell McDonald after the date of this instrument:

Real Estate, vehicles, personal property, cash, savings accounts, stocks, 401K and IRA accounts and any other asset that was purchased or acquired prior to the date of this instrument or with personal funds from Mr. McDonald after the date of this instrument.

**Schedule C Joint Property**

Any vehicles, personal property, real estate, household goods, cash or savings acquired after the date of this instrument that was purchased with joint funds will be divided evenly by both parties or according to the percentage invested by each if the relationship ends either by separation or death. Upon the death of either party, Tiffany Bollinger or Angela Davidson will receive their parent's investment percentage of any assets acquired during the relationship of the parties.

**Schedule D Avidan Credit Union Account**

Upon the termination of the relationship either by separation or death of either party, the funds should be distributed to each party (Russell and Rose) according to who furnished the funds that is in the account at the time of termination of the relationship.

Prepared by

Rosemary Hatch

1240 13<sup>th</sup> ST NW

Alabaster AL 35007