# POSTNUPTIAL AGREEMENT

**PARTIES**

This POSTNUPTIAL AGREEMENT (“Agreement”), dated January 20, 2030, is made by and between **Gregory M. Smith** (“Husband”) and Cindy L. Smith (“Wife”), both residing at 479 Bird Spring Ln. Houston, TX 77070, herein referred to individually as “Party” and collectively as “Parties.”

WHEREAS, the Parties married on July 4, 2025, in Houston, Texas, have been living together since, and are anticipating to continue to be married and living together;

WHEREAS, each Party acknowledges receipt and understanding of the other Party’s financial information prior to signing this agreement; and

WHEREAS, the Parties wish to provide for their rights and obligations in and to each other’s assets and property, including the property of each Party separately owned before the marriage, that which each will acquire separately during the marriage, and that which both will acquire together during the marriage, in the event the marriage is terminated.

In consideration of the mutual promises and covenants of this agreement, the Parties acknowledges the provisions stated herein and hereby agree to the following terms and conditions:

**TERMS AND CONDITIONS**

**PREMARITAL PROPERTY**

Each Party’s Property listed in this Agreement that is separately acquired prior to the marriage shall be considered the marital property of both Parties.

**PROPERTY ACQUIRED DURING MARRIAGE**

All assets, real property, and personal property acquired and given to either Party individually during marriage and earned and acquired by both Parties through their joint efforts shall be treated as marital property owned by both Parties. In the event of the termination of marriage, all marital property shall be subject to division as determined by the jurisdiction of which law governs this Agreement.

**WAIVER OF RIGHTS**

Each Party waives and releases any claims that the Party may acquire the assets and property of the other Party as a result of the marriage, regardless of whether the assets and property were owned prior to the marriage or acquired thereafter, except as otherwise stated herein.

**PREMARITAL DEBTS**

Each Party’s debts and obligations listed herein that are incurred prior to the marriage that is the sole obligation of either Party shall be considered the marital debt of both Parties.

**DEBTS ACQUIRED DURING MARRIAGE**

All debts and obligations incurred by either Party, individually or jointly, shall be considered as marital debt and shall be the responsibility of both Parties equally, or as otherwise designated in writing by both Parties.

**SEVERABILITY**

In the event that any provision in this Agreement shall be invalid or unenforceable in part or in whole, the validity and enforceability of the remaining provisions shall not be affected.

**GOVERNING LAW**

The terms of this Agreement shall be governed by and construed under the laws of the State of Texas.

**SIGNATURE**

IN WITNESS WHEREOF, this Agreement has been executed by the Parties thereunto duly authorized, as of the date first above written.

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|  |  |  |
| Signature \* |  | Signature \* |
| Gregory M. Smith |  | Cindy L. Smith |
| Name \* |  | Name \* |