

First Draft – March 1, 2018

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT takes effect on the _____ day of April, 2018, between **HENRY H. SMITH** (referred to as "Henry") and **WANDA W. SMITH** (referred to as "Wanda").

RECITALS:

Basic information. Henry and Wanda were married in Fargo, North Dakota on September 15, 2001. Two children were born of their marriage. Their names are Carter Smith (born November 7, 2007) and Caroline Smith (born May 12, 2011).

Separation. The parties have commenced a marital separation. They continue to reside separately in the Arlington house for economic reasons. [They separated on July 28, 2017 when Wendy moved to an apartment in Arlington.]

Negotiated agreement. Henry and Wanda have negotiated this agreement by their own discussions and with the assistance of their separate legal counsel. Henry is represented by Leonard Lawyer and Wendy by Amanda Attorney.

Mediated agreement. Henry and Wanda have negotiated this agreement by their own discussions and with the assistance of an impartial mediator. The mediator does not represent either of them. They have been informed in writing at the start of the mediation process that (a) the mediator does not provide legal advice or represent either of them; (b) any agreement will affect their legal rights; (c) each of them may consult with separate legal counsel at any time; and (d) each party is encouraged to have any draft agreement reviewed by his or her attorney prior to signing, or waives that right.]

Collaborative practice agreement. This agreement has been negotiated under the rules of collaborative practice. Henry was represented subject to these rules by Leonard Lawyer and Wendy by Amanda Attorney.]

Disclosures. The parties have each made a sufficient disclosure to the other of the full nature and extent of his or her income, bank accounts, other assets, debts and liabilities. Each party has been advised of his or her right to obtain further financial disclosures from each other, and each party has waived that right.

Purpose of agreement. The parties intend in this agreement to provide for the parenting and support of their minor children, Carter and Caroline. This agreement is also a final and comprehensive settlement of all other legal matters existing between them by reason of their marriage and separation.

IN CONSIDERATION of the mutual promises made by each party in this agreement, Henry and Wanda agree with each other as follows:

1. **SEPARATE LIVES.** Henry and Wanda shall continue to lead their separate lives and to live separate and apart from each other. Each party is free from interference or control of the other in his or her personal life. They shall each be independent from the other in social as well as professional relationships. Although their personal lives may take them on different paths, they intend to cooperate in their arrangements for parenting the minor children, Carter and Caroline, and to remain on civil terms.

Henry _____

Wanda _____

2. PARENTING ARRANGEMENTS.

a. **Parental decisions.** Henry and Wanda believe that it is important for both parents to be actively involved in the life of their minor children, Carter and Caroline. They agree to keep each other fully informed as to important events and situations in their children’s lives and to share on an equal basis all important parental decisions. A parental decision is important if it relates to their children’s growth and development in each household. Each parent remains responsible for day-to-day parental supervision of Carter and Caroline during their time with each of that parent.

b. **Parenting plan.** Carter and Caroline shall have their primary residence with Wanda. Henry shall have parenting time with the children on a regular schedule. This includes every other weekend from Friday afternoon until Sunday evening [Monday morning]. It also includes Tuesday evening and overnight on the intervening week. The parties shall share time with the children for regular holidays and other special events on a basis of approximate equality, by either dividing the holiday or special event or by alternating it from year to year. Each parent shall have two weeks of separate vacation time with the children each year, on a schedule to be worked out in advance.

[b. **Parenting plan.** Henry and Wanda agree upon a parenting plan for Carter and Caroline based upon equal time with each parent. For the purposes of school records only, the primary residence of the children shall be with _____. The regular schedule is set forth in the table below on a two-week schedule. The day at the top of the column includes the overnight that follows. The parties intend to be flexible with one another as appropriate to promote the best interests of their children.

<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Henry	Wanda	Wanda	Wanda	Henry	Henry	Wanda
Wanda	Henry	Henry	Henry	Wanda	Wanda	Henry

[c. **Holidays, other special days and vacations.** The parties agree to share equally or alternate all major holidays and other special days, as well as school breaks such as the Christmas and spring break, as follows:

(i) **Summer.** The parents shall have at least two weeks of uninterrupted vacation with Carter and Caroline each summer. They shall notify one another of their intended two-week periods no later than April 15th of each year.

(ii) **Children’s birthdays.** The parents shall each have time with each child on his or her birthday, and they agree to consider the possibility of joint birthday events.

(iii) **Parents’ birthdays.** Carter and Caroline shall be with Henry on his birthday and Father’s Day weekend, and with Wanda on her birthday and Mother’s Day weekend.

(iv) **Spring break.** Carter and Caroline shall be with Henry for spring break in even years and with Wanda for spring break in odd years. Spring break is the period from pickup after school the last day of school prior to spring break until the

return to school the day spring break ends.

(v) **Thanksgiving break.** Carter and Caroline shall be with Henry for Thanksgiving break in odd years and with Wanda in even years. Thanksgiving break is the period from after school the last day of school prior to the Thanksgiving break until the return to school the day Thanksgiving break ends.

(vi) **Winter break.** Carter and Caroline shall be with Henry for Part One of winter break in even years and Part Two of winter break in odd years and with Wanda for Part One of winter break in odd years and Part Two in even years. Part One is the period from after school on the last day of school prior to winter break until noon on December 26th, and Part Two is from noon on December 26th until the return to school on the day winter break ends.]

c. **Maintaining a working schedule.** The parties agree to confer on a regular basis at the request of either of them to mark up a calendar for a coming period, such as the next month or quarter. The purpose is to integrate holidays and other special days with the regular schedule, to make any changes appropriate to out of town travel or visits from extended family or friends. At the request of either of them, they shall put the calendar or working schedule into a memorandum with at least two copies (one for each party to retain), to be signed by each of them and dated.

d. **Health.** Henry and Wanda each have authority to consent to emergency medical treatment for Carter and Caroline when they are with that parent, but the parent with the child at the time shall make every reasonable effort to notify the other parent on an urgent basis.

e. **Terminology.** Henry and Wanda agree that there is no ambiguity in their parenting plan, which calls for a sharing of important parental decisions, primary residence with Wanda, and a sharing of parental time with Carter and Caroline as set forth above. This agreement does not use the outmoded and misleading terms “custody” and “visitation”. If these terms need to be used for some future legal purpose that requires them, the parents shall be deemed to have joint legal custody. Wanda shall have primary physical custody of Carter and Caroline and Henry shall have visitation with them as provided in the schedule.

f. **Future changes.** Each party is aware that their parenting plan remains open to modification if there is a material change in circumstances. When this occurs, the parties agree to resolve any changes by agreement if reasonably possible. This shall not preclude either party from petitioning a court in an appropriate situation.

g. **Relocation of either parent.** Each parent agrees to inform the other in writing at least _____ days in advance of any proposed change of residence. The parent who is relocating shall also inform the other parent of his or her new residential address and of any other changes in contact information as soon as it is known.

3. **CHILD SUPPORT.**

a. **Basic provision.** Henry agrees to pay Wanda for the support of their minor children, Carter and Caroline, the sum of \$1,000 per month. These payments shall commence on April 1, 2018 and are due in two installments of \$500 each on the 1st day and 16th days of each month. Child support shall continue for each child so long as he or

she is entitled to child support under applicable state law. The support figure was [not] determined by reference to state child support guidelines. [A copy of the child support guidelines is attached as an annex to this agreement.]

[b. **Mutual waiver of child support; division of specific expenses.** After the parties reviewed the applicable state child support guidelines, they concluded that it is not appropriate at this time for either parent to pay formal child support to the other. Each parent shall provide for the Carter and Caroline's food, lodging, entertainment and travel when they are with that parent. Work-related day care expenses for a child shall be divided equally [proportionally] between the parents and paid by each directly to the provider by the 1st day of each month. Consent shall not be unreasonably withheld for the division of school and agreed extra-curricular activities. The costs of clothing and shoes for Carter and Caroline and for their school lunches shall be shared equitably between the parties.]

b. **Future modifications.** Henry and Wanda understand these provisions as to child support may be modified in the future for a material change in circumstances. If either parent believes that such a change may have occurred, he or she shall have the right to request relevant financial information from the other party, with appropriate verification. In return, the requesting party shall furnish the other party with similar verified information. Any resulting modification in the child support arrangements shall take effect as of the date when the change in circumstances occurred. This shall not preclude either party from petitioning the court in an appropriate situation.

4. **SPOUSAL SUPPORT.**

a. **Basic provision.** Henry agrees to pay to Wanda for her support and maintenance the sum of \$2,000 per month. These payments shall commence on April 1, 2018 and are due in two installments of \$1,000 each on the 1st and 16th days of each month. These payments shall continue until the death of either party or Wendy's remarriage, and are subject to any other limiting provisions in applicable state law. Spousal support shall also terminate with the payment due on May 16, 2025.

b. **Future modification of spousal support.** These provisions on spousal support may also be modified in the future for a material change in circumstances. If this occurs, it shall the implementing provisions in paragraph 3(b) above shall also apply. "Material change in circumstances" includes (but is by no means limited to) the effects of any changes in federal or state income tax laws, regardless of whether they impact on the reasons for such modification and/or on the terms of any resulting modification.

[4. **MUTUAL WAIVER OF SPOUSAL SUPPORT.** Each party permanently waives any present or future right of spousal support that he or she may have against the other. The parties each understand that when a right of spousal support is waived in this form, no court has the jurisdiction to award spousal support without their express future written agreement to do so, regardless of the circumstances.]

5. **COLLEGE EXPENSES.** Henry and Wanda intend to assist Carter and Caroline with their future college expenses based upon their financial circumstances at the time, but this shall be deemed to be a statement of intention and not a fixed enforceable agreement. They agree to preserve the college accounts for Carter and

Caroline and to administer them jointly. They also each agree to continue to add funds to these accounts for each child until he or she commences college, as follows: _____

[Henry and Wanda each agree to assist both children with their future college expenses. These expenses shall be based upon a four-year undergraduate program at in-state tuition rates for a state-supported institution in _____, plus reasonable room and board, regular fees and required books. Henry shall be responsible for ____% of these expenses and Wanda shall be responsible for ____%. The parents may require each child to present them in advance with a college plan that also covers scholarships, grants-in-aid, and their own earnings. Any college accounts shall also be taken into account. Each child may be required to maintain at least passing grades and to have completed a four-year degree by age 2_.]

6. **ARLINGTON HOUSE.**

a. **Agreement to transfer.** Henry and Wanda are the joint owners of a single family home located at 1264 Camelot Court, Arlington, Virginia 22101 (the "Arlington house"). Wanda agrees to sign over to Henry her interest in the Arlington house in return for Henry's payment to her of the sum of \$110,000. This exchange shall take place during the month of June, 2019 at the settlement on Henry's refinancing of the mortgage on the property into his sole name. If Henry fails to arrange the refinancing, Wanda shall have the right to require the listing of the property and its sale to a third party. In such case, the net proceeds of the sale shall be divided equally between the parties after Henry receives payment "off the top" for the payments on principal he has made during the intervening period. Henry shall have the exclusive use and possession of the Arlington house as of the effective date of this agreement.

b. **Expenses.** Commencing as of the effective date of this agreement, Henry shall be solely responsible for all of the expenses of the Arlington house, including the monthly mortgage payments and all the utility bills. Henry shall hold Wanda harmless for all of these expenses as set forth below in paragraph 13(c).

[6. **ARLINGTON HOUSE.**

a. **Agreement to sell.** Henry and Wanda are the joint owners of a single family home located at 1264 Camelot Court, Arlington, Virginia 22101 (the "Arlington house"). They agree to keep the Ashburn house in joint ownership until it is sold. The Ashburn house shall be listed for sale with a real estate agent at any time by the mutual decision of the parties or at Henry's option, and at Wanda's sole option (1) if Henry no longer resides there, (2) if Henry remarries or a third parties moves in, or (3) at any time after March 15, 2019. Once the property is listed, each party shall cooperate with the listing agent in maintaining and showing the property and in giving good faith consideration to any bona fide offer of purchase. If a party fails to implement these provisions for sale, either party shall have the right to require binding arbitration of any dispute regarding the maintenance or sale of the property.

b. **Division of net proceeds.** At the closing on the sale, the net proceeds shall be divided as follows: (1) Henry shall be reimbursed "off the top" for the amount by which he has paid down the mortgage principal on the mortgage in the intervening period between the effective date of this agreement and the closing on the sale, (2) each party shall be reimbursed for the amounts he or she has paid for necessary repairs under

paragraph 6(d) below, and (3) the remaining net proceeds shall be divided equally between the parties.

c. **Use and possession; expenses.** Henry shall have the exclusive use and possession of the Arlington house after the effective date of this agreement. He shall be solely responsible for all of the monthly mortgage payments and utility bills, as well as all of the other regular expenses of the house. Henry shall hold Wanda harmless for all of these expenses as set forth below in paragraph 13(c).

d. **Repair and maintenance expenses.** The parties shall share equally all of the expenses for repairs necessary to effectively market the Arlington house. If one party contributes more than the other to the costs of these repairs, he or she shall be reimbursed at the closing as provided above in paragraph 6(b).]

7. **DIVISION OF PERSONAL PROPERTY.**

a. **Household furnishings.** Henry and Wanda have divided their personal effects and household furnishings. Each party retains his or her personal effects, jewelry and watches, papers, and memorabilia, as well as any items he or she brought into the marriage or received by a family gift or inheritance. Marital household items have been divided equitably. If either party requests a list reflecting their division, they shall prepare such a list and attach it as an annex to this agreement. Each party shall be the sole and separate owner of the items he or she has been assigned in the division. [If the parties are unable to resolve between them the division of these items, either party shall have the right to submit the matter to binding arbitration.]

b. **Vehicles.** The 2006 jointly titled 2016 Jeep Grand Cherokee shall become the sole and separate property of Wanda. The 2007 Chevrolet Camaro titled in Henry's name shall remain his sole and separate property. Henry shall transfer title to the Jeep to Wanda when the lender releases the title after the existing loan has been paid off. The Henry shall make the loan payments on the Jeep 2014 until the loan has been paid off, which will be in July, 2019. Each party shall be solely responsible for all of the expenses of his or her assigned vehicle(s), unless this agreement provides otherwise.

c. **Bank and investment accounts.** Each party shall remain the sole and separate owner of any bank and non-retirement investment account in his or her separate name, except for _____. The parties shall divide the present balances of all their joint bank and liquid investment accounts, except the college account for Carter and Caroline, within 15 days of effective date of this agreement.

[c. **Division of marital accounts.** Henry and Wanda have certain marital bank and non-tax-deferred investment accounts. They have prepared an annex of these accounts to be attached and incorporated into this agreement. The annex indicates whether these are in the name of one party or joint, how they are to be divided, and the timetable for such division.]

8. **RETIREMENT ACCOUNTS.** Henry and Wanda have certain 401(k) and other tax-deferred retirement accounts, and Wanda is aware that Henry's accounts have a present balance that is somewhat higher than hers. Neither party has a defined benefit retirement plan. In view of certain tradeoffs between them, each party waives any right he or she may each have in the other's retirement accounts. The parties understand that Social Security rights are determined by federal law and not by their agreement. They

do not intend in this agreement to vary the entitlement of either of them to Social Security benefits.

[8. **MUTUAL WAIVER OF RETIREMENT RIGHTS**. Henry and Wanda each waive any present or future rights each may have in the other's pension or retirement plans or accounts. This waiver includes both defined benefit and defined contribution plans and accounts, whether vested or non-vested, as well as any right to be designated as a survivor beneficiary. The parties understand that Social Security rights are determined by federal law and not by their agreement. They do not intend in this agreement to vary the entitlement of either of them to Social Security benefits.]

[8. **DIVISION OF RETIREMENT ASSETS**.

a. **Defined contribution accounts**. Henry and Wanda have certain tax-deferred retirement accounts. They have prepared an annex of these accounts to be attached and incorporated into this agreement. The annex indicates in whose name the account is titled how the marital share of these accounts is to be divided, and whether there is to be an equalizing transfer. If a qualified domestic relations order (“QDRO”) is required for a tax-neutral transfer of funds or other tax-deferred assets between them, the parties shall arrange for the drafting of such an order in proper form with the goal of presenting it to the court in their divorce action. This shall also be covered in the annex.

b. **Defined benefit plan**. Henry has a defined benefit retirement plan with _____. He agrees to divide the marital share in this plan equally with Wanda, to take effect as of the date of his retirement. His creditable service commenced on _____ and [will] end as of the date of his retirement. The marital share is calculated by dividing (2) the number of months that Henry was in the plan between the date of the parties’ marriage and the date of their final separation by (2) the total number of months of service Henry is credited with at the time of his retirement. If that date is not yet known, the calculation shall be made at the time of Henry’s actual retirement. A court order is normally required to implement the division so that each party pays income tax on his or her share of the pension. The parties shall arrange for the drafting of such order in proper form with the goal of presenting it to the court in their divorce action.]

9. **HEALTH INSURANCE**.

a. **Provision of coverage**. Henry agrees to maintain group medical, dental and vision coverage on each child through his employment for so long as there is a duty to support for that child. If Wanda is able to obtain better and more cost-effective health and dental coverage for the children in the future, the parties may then agree that they should instead be covered on his group plan. Henry also agrees to maintain such coverage for Wanda until the divorce between the parties. Each party shall otherwise be responsible for all costs of his or her health insurance coverage and health care costs.

b. **Unreimbursed health care costs for Carter and Caroline**. While Carter and Caroline qualify as a dependent for health insurance purposes, the parties shall each be responsible for a proportional share of all his or her unreimbursed medical, hospital, dental, orthodontic and counseling expenses. “Proportional” means based upon each party percentage of their total gross monthly incomes. They shall consult in advance in regard to any major optional health expenses for Carter and

Caroline. The consent of both parties shall be required for such optional expenses, but neither party may unreasonably withhold agreement.

c. **Implementation provisions.** The parties agree to confer as necessary to make any reimbursements between them as consistent with their agreement above in paragraph 9(b). This shall generally be done within 30 days of the payment that requires reimbursement.

10. **LIFE INSURANCE.** Henry shall maintain a policy of insurance on his life in an amount sufficient to cover any remaining payments of spousal support due to Wanda under paragraph 5 above. Except for this provision, neither party is required to maintain the other as beneficiary on any policy of insurance on his or her life. The parties each agree to continue to maintain one or more policies of insurance for the benefit of Carter and Caroline until each child has either graduated from college or reached the age of 23 years, whichever comes first. Each parent shall provide a means for the other parent to use the proceeds of such policy for Carter and Caroline's support and education. The parties shall each provide the other at least once each calendar year of compliance with the above provisions.

11. **COSTS OF [MEDIATION AND] REPRESENTATION.** [The parties shall pay the fees of the mediation in equal shares or from a marital account or credit card.] Each party shall be solely responsible for the fees of his or her separate legal counsel for advice concerning the settlement and any review of this agreement.

12. **OBLIGATIONS.**

a. **Division of marital debts.** Henry and Wanda have certain marital debts to divide. They have prepared an annex of these debts to be attached and incorporated into this agreement. The annex indicates whether these are in the name of one party or joint, which party is to be responsible for each, and the means by which the debt is to be managed (i.e., monthly payments, payment in full, refinancing, etc.).

b. **Past, present and future obligations.** Each party is solely responsible for his or her own debts, charges and accounts, regardless of whether these are past, present or future, except to the extent that this agreement provides otherwise. Neither party shall incur any new debts or liabilities, or make any contract, for which the other could legally be held responsible.

c. **Hold harmless clause.** If a party is required to make any payment for which the other is responsible under any provision of this agreement, the responsible party shall indemnify that party and hold him or her harmless. "Indemnify and hold harmless" is technical legal language that means that if one party doesn't maintain the proper payments on any kind of debt that he or she has agreed to pay, and the other party gets stuck with such a charge, the offending party has to do whatever is necessary to fix the problem. This would include paying the other party back (with interest) for any payments he or she had to make to the creditor, as well as reimbursing the other party for his or her legal fees and costs in the matter.

[d. **Bankruptcy.** If either party files bankruptcy and includes in the discharge a joint debt for which that party is responsible under this agreement, it becomes possible that the other party may then be charged with that debt. If this occurs, the other party shall have the right to petition that such debt, together with any penalties, interest and

associated legal expenses, be converted into a spousal support obligation from the bankrupt party. This shall take place despite any other provisions of this agreement.]

13. **INCOME TAX MATTERS.** Henry and Wanda intend to file joint federal and state tax returns for tax year 2018. The party who claims head of household tax filing status for a given tax year based upon Carter and Caroline's residence agrees to transfer the tax exemption for one of them to the other party for that year by means of IRS Form 8332. [Since there are two children, for any tax year in which the parties may legitimately each claim head of household filing status based upon one child, each of them retains the exemption for that child.]

14. **NECESSARY INSTRUMENTS.** Each of the parties agrees to furnish any information, to sign and deliver to the other any further documents, and to perform any further acts which may be reason required to give full effect to the intent and provisions of this agreement. This shall be done within 15 days of a written request from the other party, unless the situation makes it appropriate to act more quickly.

15. **FUTURE DISPUTES.** The parties intend to remain on civil terms. They recognize that disagreements may arise between them in the future and they agree to settle these without court action whenever possible. If the parties cannot resolve any controversy as to the interpretation, modification, or alleged breach of this agreement, they agree to try to resolve the controversy through mediation and to share equally the costs of the mediation. This shall not preclude either party from filing an appropriate petition with a court.

[b. **Future litigation.** If either party petitions for modification or enforcement of this agreement, and either the party who filed petition or the defending party is found to have acted in bad faith, that party may be required to pay all of the other's party's reasonable counsel fees and costs in the matter.]

16. **MUTUAL RELEASE.**

a. **Waivers and releases.** The parties release each other from any past or present claims they may have against the other. Each party waives any rights of equitable distribution [community property] and any present or contingent interests they may have in the other's property. To the extent that any express provisions of this agreement are inconsistent with the waivers and releases set forth above in this paragraph, the express provisions control. The parties are each free to make any voluntary future dispositions, such as gifts and bequests, in favor of the other.

[b. **Undisclosed assets.** If either party has failed to disclose a marital asset, or disclosed it in misleading terms, and the result was that an asset of material value was not divided in this agreement, the injured party shall have the right to petition for its division. The marital share of such asset shall then be divided equally between the parties, and the non-disclosing party shall be responsible for the other's reasonable counsel fees and costs in the matter.]

17. **BINDING NATURE OF THIS AGREEMENT.** All of the provisions of this agreement are binding not only upon the parties, but also upon their respective representatives and successors in interest.

18. **NATURE AND SCOPE OF AGREEMENT.** The parties intend this agreement to set forth their present understanding in its entirety. There are no binding written or oral promises between them which they presently wish to make, except as set forth in this agreement. No modification or waiver of any of the express provisions of this agreement is valid unless in a notarized writing, except when their signatures on this agreement were not notarized. Any brief memorandum that implements, rather than modifies, any provision of this agreement, need not be notarized but must be signed and dated in at least two originals.

19. **REVIEW OF THIS AGREEMENT.** Both parties have carefully gone over this agreement prior to signing. Each party has been advised of the importance of having this agreement reviewed by his or her separate legal counsel. Each party represents that he or she understands the meaning of the various provisions of this agreement, and that the text does set forth the agreement in the manner they had intended. They have signed this agreement as their free and voluntary act.

20. **RECONCILIATION.** If the parties resume marital cohabitation with an intention to reconcile, this agreement remains in effect unless and until they expressly agree in writing to set it aside.

21. **LAW GOVERNING.** This agreement shall be interpreted and enforced under the laws of _____.

22. **INCORPORATION IN DIVORCE ORDER.** This agreement shall be submitted to the court in any divorce action which may be brought by either party so that it may be incorporated into the court order or decree that enters their divorce. This agreement shall also remain separately enforceable separately as a valid contract.

IN WITNESS, Henry and Wanda have signed this agreement below and have placed their initials at the bottom of each page. There are at least three fully signed originals of this agreement. Each party retains one of these originals, and the third original is reserved for the court in their divorce action. If the parties are represented by counsel, an additional original shall be made for each attorney.

(Signature page follows:)

**Marital Settlement Agreement
Signature Page (Page 11)**

HENRY H. SMITH

WANDA W. SMITH

STATE OF _____
CITY/COUNTY OF _____

HENRY H. SMITH personally appeared before me this ____ day of April, 2018 to sign this agreement. He stated to me under oath that it was his free and voluntary act and that the statements in the agreement are true to the best of his knowledge and belief.

Notary Public

My commission expires:

STATE OF _____
CITY/COUNTY OF _____

WANDA W. SMITH personally appeared before me this ____ day of April, 2018 to sign this agreement. She stated to me under oath that it was her free and voluntary act and that the statements in the agreement are true to the best of her knowledge and belief.

Notary Public

My commission expires:

Henry _____

Wanda _____