

[SAMPLE WITH TEXT OMITTED FOR DEMO PURPOSES]

MARITAL SETTLEMENT AGREEMENT

This Agreement, dated as of April 25, 2011 (the "Effective Date"), is made between Robert E. Cobb ("Husband") and Margaret C. Cobb ("Wife"), sometimes referred to jointly as the "Parties" or separately as "Party."

SECTION 1: GENERAL INFORMATION

1.1 Factual Information. The following information is set forth by the Parties:

The full legal name of Husband is Robert E. Cobb. His mailing address is 123 Grove St., San Diego, CA 92119. His fax number, for notice purposes, is 619-555-9090. He was born on April 2, 1948. He is a citizen of the United States and a resident, for tax purposes, of California.

The full legal name of Wife is Margaret C. Cobb. She has also been known as Marge Cobb. Her mailing address is 123 Oak Lane, Santa Rosa, CA 90987. Her fax number, for notice purposes, is 707-555-7766. She was born on March 30, 1951. She is a citizen of the United States and a resident, for tax purposes, of California.

The Parties were married on February 2, 1981. The date of the Parties' separation is contested; Husband contends that the date of separation was October 19, 2006, and Wife contends that the date of separation was August 2, 2006. The date of separation to be used for the purpose of calculations in this Agreement is _____. The Parties signed a Premarital Agreement dated December 23, 1980.

The minor children of the Parties are: Sandi Cobb (F), born March 22, 1988; and Marta Cobb (F), born July 20, 1990. The children's country of habitual residence is the United States. The basis for the Court's exercise of jurisdiction over the children is that California was the home state of the children on the date of the commencement of the proceeding. The Parties have one adult child, Harry Cobb (M), born May 3, 1982. Husband has one child not of the Parties' marriage, Matthew Cobb (M), born October 9, 1969. Wife has one child not of the Parties' marriage, April Jones (F), born November 30, 1974.

1.2 Agreement to Separate.

[TEXT OMITTED FOR DEMO PURPOSES]

1.3 Proceedings. There is a proceeding for dissolution of marriage between the Parties on file in the Superior Court of the State of California, County of Sonoma, Case Number FL 45897. The Petition was filed by Husband on March 2, 2011. The court acquired jurisdiction over Wife on March 2, 2011. Party claimants to the proceeding are:

[TEXT OMITTED FOR DEMO PURPOSES]

SECTION 2: PROPERTY SETTLEMENT

2.1 Division of Property

2.1.1 Property Specified. Upon the execution of this Agreement, community property of the Parties shall be divided as follows:

PROPERTY OF HUSBAND FROM COMMUNITY OR MIXED PROPERTY. Husband shall receive as his separate property all of the items set forth in EXHIBIT A.

PROPERTY OF WIFE FROM COMMUNITY OR MIXED PROPERTY. Wife shall receive as her separate property all of the items set forth in EXHIBIT B.

HUSBAND'S SEPARATE PROPERTY. Husband is possessed of separate property listed in EXHIBIT C and Wife disclaims any interest in this property.

WIFE'S SEPARATE PROPERTY. Wife is possessed of separate property listed in EXHIBIT D and Husband disclaims any interest in this property.

2.1.2 Settlement.

[TEXT OMITTED FOR DEMO PURPOSES]

2.2 Equalizing Payment.

[TEXT OMITTED FOR DEMO PURPOSES]

2.3 Family Trust. Certain assets of the Parties are presently held in a revocable trust identified as Cobb Family Trust (the "Trust"). As soon as possible, the Parties shall act to transfer the assets of the Trust to effectuate the provisions of this Agreement, and then shall terminate the Trust. Each asset in the Trust shall immediately be subject to the characterization, division, and transfer to the Party provided for in this Agreement, notwithstanding the existence of any conflicting provisions of the Trust distributing any asset to either Party. The Parties revoke any such Trust provision effective immediately.

2.4 Stock Options.

[TEXT OMITTED FOR DEMO PURPOSES]

2.5 Stock Subject to Repurchase.

[TEXT OMITTED FOR DEMO PURPOSES]

2.6 Furniture and Furnishings. Each Party will retain his or her own clothing and personal effects without consideration of value. The Parties will make a division of all other items of furniture, furnishings, and personal property to the extent they can agree. Thereafter, items will be allocated in the following manner. The Parties shall flip a coin to determine which Party will make the first choice of items. The other Party will have the second and third choice of items. The Party who made the first choice will have the fourth choice, and all choices after that will alternate between the Parties until all items are selected. Selections shall be without regard to value.

2.7 Vacation and Sick Pay. Husband and Wife each retains a community property interest in vacation and/or sick pay with his or her own employer of agreed-upon values of \$2,500 and \$1,250 respectively. These interests have been considered in the division of community property of the Parties.

2.8 Frequent Flyer Miles. All frequent flyer miles earned on any airline shall be awarded to Husband. The Parties shall cooperate in the assignment of any miles, including the execution of any necessary documents.

2.9 Career Assets and Intellectual Property. Unless specifically assigned to a Party under this Agreement, any career asset of either Party, including education, training, degrees, and intellectual property (such as publications, software, ideas, and other creative works) produced during the marriage, is assigned

to the Party who created or obtained the property. In the event any asset produces monetary or other reward in the future, the reward shall be the sole and separate property of the Party to whom the asset was assigned.

2.10 Interests to Be Held Jointly. The Parties agree to continue joint ownership of their share of the jointly-held property described below. At such time as any portion of these funds are disbursed, each party shall be entitled to one-half of that amount.

1. Santa Rosa Little League Equipment Fund

2.11 Club Membership.

[TEXT OMITTED FOR DEMO PURPOSES]

2.12 Photographs, Videotapes, Music, and Books.

[TEXT OMITTED FOR DEMO PURPOSES]

2.13 Family Pets. The Parties agree that custody of the pets shall be as follows:

The dog Bad Dog shall be with Wife
The cat Spike shall be with Husband

The Party not having custody of a pet shall have the reasonable right to have that pet visit with that Party from time to time upon reasonable notice. The visiting Party shall pick up the pet at the residence of the custodial Party and return the pet to the custodial Party at the time mutually agreed to by the Parties.

2.14 Property to Be Sold. The Parties agree that the property described below shall be sold through an auction house chosen by Wife. The proceeds of the sale, after deducting documented costs of sale, shall be divided equally.

1. Antique writing desk
2. William Blake lithographs

2.15 Additional Special Assets

1. To be added

2.16 Allocation of Debts

2.16.1 Basic Allocation.

[TEXT OMITTED FOR DEMO PURPOSES]

2.16.2 Business Debts. Unless specifically provided otherwise in this Agreement, Husband shall be responsible for paying any and all obligations, whether known or unknown to either Party, arising out of the conduct of the business(es) retained by him known as Cobb Cyclery.

2.16.3 Credit Card Accounts. All existing charge and credit accounts in the name of Husband and Wife, or in the name of either Party, under which the other can make purchases or secure credit, shall immediately be closed or changed to the name of the Party retaining that account without recourse against the other Party. Any outstanding indebtedness on these accounts, not otherwise specifically scheduled to be paid by one Party, shall be paid by the Party incurring the debt, notwithstanding the general allocation of debts provided above.

2.16.4 Claims by Third Parties.

[TEXT OMITTED FOR DEMO PURPOSES]

SECTION 3: RETIREMENT RIGHTS

3.1 Social Security. The Parties retain their respective Social Security benefits, including any derivative rights to which they might be entitled by virtue of their marriage to each other, as their separate property pursuant to federal law.

3.2 Husband's Benefits: Ronson Fund Plan

3.2.1 Entitlement. There is a community interest in Husband's benefits under the following employer plan ("Ronson Fund Plan"):

Employer: Ronson, Inc.
Plan Name: Ronson Employee Retirement Fund

Wife is entitled to, and awarded as her separate property, one-half (1/2) of the community interest in Husband's benefits with the Ronson Fund Plan, which community interest shall be the value of the entire retirement benefit multiplied by:

The fraction whose numerator is the service credited under the Ronson Fund Plan on and after the date of marriage through and including the Separation Date and whose denominator is the service credited under the Ronson Fund Plan up to the date of benefit calculation.

Husband is awarded the balance of the benefits as his separate property. Wife's community interest shall not be computed upon nor include amounts that may be payable on account of Husband's disability, except to the extent that a portion of or all of such benefits would have been payable for Husband's retirement based on longevity.

3.2.2 Early Retirement Benefits Reserved.

[TEXT OMITTED FOR DEMO PURPOSES]

3.2.3 Survivor Rights.

[TEXT OMITTED FOR DEMO PURPOSES]

3.2.4 Payment Terms.

[TEXT OMITTED FOR DEMO PURPOSES]

3.2.5 Qualified Domestic Relations Order.

[TEXT OMITTED FOR DEMO PURPOSES]

3.3 Wife's STRS Benefits

3.3.1 Entitlement. Husband is entitled to, and awarded as his separate property, one-half (1/2) of the community interest in Wife's benefits with the State Teachers' Retirement System ("STRS" or the "System"), which community interest shall be the value of the entire retirement benefit multiplied by:

The fraction whose numerator is the service credited under the System on and after the date of marriage through and including the Separation Date and whose denominator is the service credited under the System up to the date of benefit calculation.

The denominator used in the determination of the fraction shall exclude service credited for unused sick leave. Service that would be credited for unused sick leave if Wife were to retire shall be included in the determination of the total STRS Unmodified benefit.

Wife is awarded the balance of the benefits as her separate property. Husband's interest shall be calculated based upon the value of the community interest as of the date that benefits commence to Husband. Husband's community interest shall not be computed upon nor include amounts that may be payable on account of Wife's disability, except to the extent that a portion of or all of such benefits would have been payable for Wife's retirement based on longevity.

3.3.2 Early Retirement Benefits Reserved.

[TEXT OMITTED FOR DEMO PURPOSES]

3.3.3 Survivor Rights.

[TEXT OMITTED FOR DEMO PURPOSES]

3.3.4 Payment Terms.

[TEXT OMITTED FOR DEMO PURPOSES]

3.3.5 Jurisdiction Reserved for Order; Restraint on Adverse Elections; Notice of Retirement.

[TEXT OMITTED FOR DEMO PURPOSES]

3.4 Husband's Military Retirement Benefits

3.4.1 Entitlement. Wife is entitled to, and awarded as her separate property, one-half (1/2) of the community interest in Husband's benefits with the military, which community interest shall be the value of the entire retirement benefit multiplied by:

The fraction whose numerator is the service credited under the military plan on and after the date of marriage through and including the Separation Date and whose denominator is the service credited under the military plan up to the date of benefit calculation.

Husband is awarded the balance of the benefits as his separate property. Wife's community interest shall not be computed upon nor include amounts that may be payable on account of Husband's disability. Wife may utilize the provisions of the Uniformed Services Former Spouses' Protection Act (10 U.S.C. §§1408 et seq.) to obtain direct payment of her portion of Husband's military retirement pay. There has been compliance with all applicable provisions of the Soldiers' and Sailors' Civil Relief Act of 1940. Wife shall be entitled to receive as a direct payment from the military fifty percent (50%) of Husband's retirement pay, including all cost-of-living adjustments.

3.4.2 Payment Terms.

[TEXT OMITTED FOR DEMO PURPOSES]

3.5 Other Benefits. All other retirement benefits shall become the separate property of the Party who earned them.

3.6 General Reservation of Jurisdiction.

[TEXT OMITTED FOR DEMO PURPOSES]

SECTION 4: FAMILY RESIDENCE

4.1 Title. The Parties presently own a residence at 123 Oak Lane, Santa Rosa, CA (the "Residence"). The Residence includes all improvements, appurtenant structures, grounds, and easements, as further described in EXHIBIT F. The Parties hereby transfer their interest in the Residence to each other as tenants in common for so long as they continue to jointly own it. They further agree to execute an interspousal transfer deed within thirty (30) days following execution of this Agreement in order to evidence this transfer. Wife shall have an undivided fifty percent (50%) interest in the Residence and Husband shall have an undivided fifty percent (50%) interest in the Residence, with each interest to be held as the separate property of the Party. This Agreement shall act as an effective transfer even if no interspousal deed is completed or recorded transferring the Residence, and any joint tenancy is hereby severed. Each Party waives for himself or herself and his or her heirs, successors, and assigns the right to partition the Residence for so long as it would be in conflict with this Agreement to do so.

4.2 Possession Until Sale.

[TEXT OMITTED FOR DEMO PURPOSES]

4.3 Payments.

[TEXT OMITTED FOR DEMO PURPOSES]

4.4 Insurance. Wife shall maintain a fire and extended coverage and special form insurance policy as presently exists on the Residence (or a substitute policy with no less coverage), naming both Parties as co-insureds (with a lender's loss payable endorsement, as appropriate). Wife shall also maintain not less than Five Hundred Thousand Dollars (\$500,000) personal umbrella liability insurance policy (with the necessary underlying comprehensive personal liability coverage required by the insurer). Wife shall designate the Residence as a covered premise and shall name Husband as co-insured. In the event of the partial destruction of the Residence, the insurance proceeds shall be used for the repair and/or restoration of the Residence to its former condition, and any remaining funds shall be used to reduce the amount of any existing encumbrances in accordance with the applicable deed or instrument. In the event of a casualty that totally destroys the Residence, the collection of insurance proceeds shall be deemed the equivalent of a sale under Section 4.8 of this Agreement. The proceeds shall be deposited in an agreed-upon account and distributed to the Parties in accordance with that Section.

4.5 Maintenance. Wife shall maintain the Residence in good condition and repair, ordinary wear and tear excepted. The obligation to pay for maintenance and repair applies only to ordinary maintenance and repair. Husband shall pay fifty percent (50%) and Wife shall pay fifty percent (50%) of the cost of any extraordinary maintenance and repair mutually agreed to in writing by the Parties or required by court order. Extraordinary maintenance and repair is defined as any single item of maintenance or repair of the Residence the cost of which will exceed Five Hundred Dollars (\$500).

4.6 Structural Changes. Neither Party shall make any structural changes to the Residence without the written consent of the other. The cost of the changes shall be allocated to each Party's adjusted basis in the Residence in proportion to each Party's share of the costs paid.

4.7 Encumbering or Transferring Interests.

[TEXT OMITTED FOR DEMO PURPOSES]

4.8 Sale.

[TEXT OMITTED FOR DEMO PURPOSES]

4.9 Jurisdiction. The court shall retain jurisdiction to enforce the provisions of this SECTION 4 in the event a dispute arises or it is otherwise fair to do so. The court shall make any orders as needed, including, without limitation, naming a broker or agent, establishing the terms of sale or the sales price, determining the need or liability for repairs or improvements, and ordering the performance by the Parties of their obligations. Either Party may apply to the court for any of these orders.

SECTION 5: SPOUSAL SUPPORT

5.1 Amount and Payment of Support. Wife shall pay Husband for his support and maintenance as follows:

Amount of support per month: One Thousand Dollars (\$1,000)
First payment to be made on: January 1, 2008
Payments to be made: Monthly

Subsequent payments of \$1,000.00 each shall be paid on the first day of each month.

The spousal support payments required by this Section 5.1 shall cease to be due on the earliest of the death of Husband, the death of Wife, the remarriage of Husband, Husband's entry into a registered domestic partnership under California law, or the equivalent under the law of any other jurisdiction, the cohabitation by Husband with another person, and April 25, 2011. For purposes of terminating support, cohabitation with another person shall mean Husband residing with another person of the opposite sex for more than sixty (60) consecutive or nonconsecutive days in a sexual, romantic, or homemaker-companion relationship, regardless of whether they hold themselves out as married.

[TEXT OMITTED FOR DEMO PURPOSES]

5.2 Modification of Support.

[TEXT OMITTED FOR DEMO PURPOSES]

5.3 Stay of Wage and Earnings Assignment.

[TEXT OMITTED FOR DEMO PURPOSES]

5.4 Exchange of Income Information. Each Party shall exchange income information by delivering annually to the other Party copies of federal and state income tax returns ten (10) days after the date each is filed. Within fifteen (15) days of a request, copies of all W-2s, 1099s, K-1s, and other reasonably necessary forms and data received by a Party reflecting the prior calendar year's income, which has not been previously provided, shall also be delivered to the Party requesting them. The obligation to exchange income data shall terminate when there is no further jurisdiction of the court over spousal or child support.

5.5 Support Waiver and Jurisdiction.

[TEXT OMITTED FOR DEMO PURPOSES]

SECTION 6: CHILD SUPPORT

6.1 Child Support Payments. Husband agrees to pay Wife for the support, care, maintenance, and education of the minor children of the Parties, Sandi Cobb (born March 22, 1988) and Marta Cobb (born July 20, 1990), as follows:

Amount of support per month: One Thousand Five Hundred Dollars (\$1,500)
First payment to be made on: January 1, 2008
Payments to be made: Monthly

[TEXT OMITTED FOR DEMO PURPOSES]

6.2 Child Support Termination and Reductions.

[TEXT OMITTED FOR DEMO PURPOSES]

6.3 Financial Circumstances. The financial circumstances of the Parties are set forth in EXHIBIT G.

6.4 Child Support Declaration. The Parties acknowledge, pursuant to Fam. Code §4065, that: (i) they are fully informed of their rights concerning child support; (ii) they have agreed to the child support provisions of this Agreement without coercion or duress; (iii) this Agreement is in the best interests of the children involved; (iv) the needs of the children will be adequately met by this agreed-upon child support; and (v) they have not assigned the right to support to the county and no public assistance application is pending.

6.5 Wage and Earnings Assignment.

[TEXT OMITTED FOR DEMO PURPOSES]

SECTION 7: CHILD CUSTODY

7.1 Custody.

[TEXT OMITTED FOR DEMO PURPOSES]

7.2 Periods of Physical Custody. The court has previously entered an order regarding the sharing of physical custody of the minor children, which is attached as EXHIBIT H. This order will remain in effect until further order of the court or further written agreement of the parties.

7.3 Relocation of Residence.

[TEXT OMITTED FOR DEMO PURPOSES]

7.4 Child Abduction Risk Factors. None of the child abduction risk factors specified in Family Code section 3048 are present.

SECTION 8: EDUCATION

8.1 Payment of Expenses.

[TEXT OMITTED FOR DEMO PURPOSES]

8.2 Nature of Education and Duration. Payment of Education Expenses shall continue as long as the child is enrolled (and maintains passing grades) in an accredited college or university. The child shall select the institution to be attended. No obligation to pay Education Expenses shall exist beyond the child completing five (5) years of school or reaching the age of twenty-four (24), whichever first occurs.

8.3 Rights of Parties and Children.

[TEXT OMITTED FOR DEMO PURPOSES]

SECTION 9: LIFE INSURANCE

9.1 Life Insurance on Wife for the Benefit of Husband

9.1.1 Policy Terms.

[TEXT OMITTED FOR DEMO PURPOSES]

9.2 Life Insurance on Husband for the Benefit of Children

9.2.1 Policy Terms.

[TEXT OMITTED FOR DEMO PURPOSES]

9.2.2 Termination. Notwithstanding any other provisions of this Section, the obligation as set forth above to maintain insurance for the benefit of the children shall terminate on January 1, 2019.

9.3 Life Insurance on Wife for the Benefit of Children

9.3.1 Policy Terms.

[TEXT OMITTED FOR DEMO PURPOSES]

9.3.2 Termination. Notwithstanding any other provisions of this Section, the obligation as set forth above to maintain insurance for the benefit of the children shall terminate on January 1, 2019.

SECTION 10: HEALTH INSURANCE

10.1 COBRA Rights Preserved by Husband for Wife.

[TEXT OMITTED FOR DEMO PURPOSES]

10.2 COBRA Rights Preserved by Wife for Husband.

[TEXT OMITTED FOR DEMO PURPOSES]

10.3 Health Insurance Maintained by Husband for Children

10.3.1 Health Insurance. Husband agrees that he shall maintain in full force and effect health insurance for the benefit of the children. Husband shall assign to Wife any right to reimbursement under the health plan for payments made by Wife for covered health care services received in the manner required by the plan or policy and provided to the children. The cost of this insurance shall be paid by Wife. This health insurance shall include the following coverage: medical, dental, orthodontia, vision care, and psychotherapy.

10.3.2 Termination. Notwithstanding any other provision of this Section, Husband's duty to provide health insurance for the children of the Parties shall terminate as to each child on Husband's duty to provide support for that child ending.

10.4 Health Insurance Maintained by Wife for Children

10.4.1 Health Insurance. Wife agrees that she shall maintain in full force and effect health insurance for the benefit of the children. Wife shall assign to Husband any right to reimbursement under the health plan for payments made by Husband for covered health care services received in the manner required by the plan or policy and provided to the children. The cost of this insurance shall be paid by Husband. This health insurance shall include the following coverage: medical, dental, orthodontia, vision care, and psychotherapy.

10.4.2 Termination. Notwithstanding any other provision of this Section, Wife's duty to provide health insurance for the children of the Parties shall terminate as to each child on Wife's duty to provide support for that child ending.

SECTION 11: RELEASES, WARRANTIES, WAIVERS

11.1 Mutual Release.

[TEXT OMITTED FOR DEMO PURPOSES]

11.2 General Release of Known and Unknown Claims.

[TEXT OMITTED FOR DEMO PURPOSES]

11.3 Property and Gifts Warranty.

[TEXT OMITTED FOR DEMO PURPOSES]

11.4 Division of Undisclosed Property.

[TEXT OMITTED FOR DEMO PURPOSES]

11.5 Warranty of Property Information. Each Party warrants that each has disclosed to the other all material facts and information known to each of them regarding the fair market value of the assets set out in this Agreement. In the event that there is a willful violation of this warranty by either Party, the fair market value of any undervalued or overvalued asset shall be determined as of the Effective Date. The court shall retain jurisdiction to enforce this warranty, which enforcement may include requiring the payment by one Party of an amount necessary to equalize the Parties' treatment with respect to the property based on its actual fair market value.

11.6 Waiver of Final Disclosure. Each Party warrants:

[TEXT OMITTED FOR DEMO PURPOSES]

11.7 Property Acquired After Separation. Any property acquired by either Party after the Separation Date shall be the sole and separate property of the Party acquiring it. Each Party waives any property rights in or to any future acquisitions of property by the other.

11.8 Review of Insurance Policies and Retirement Plans.

[TEXT OMITTED FOR DEMO PURPOSES]

11.9 Waiver of Marvin Claims.

[TEXT OMITTED FOR DEMO PURPOSES]

11.10 Waiver of Inheritance Rights.

[TEXT OMITTED FOR DEMO PURPOSES]

11.11 Reimbursement Waivers. Except as otherwise provided in this Agreement, each Party waives Epstein credits (In re Marriage of Epstein (1979) 24 Cal.3d 76) and all rights to reimbursement to which a Party may be entitled to as a result of the payment of community obligations since the Separation Date.

11.12 Waiver of Discovery Rights.

[TEXT OMITTED FOR DEMO PURPOSES]

11.13 Trial and Judgment Relief Waivers. With regard to any judgment that incorporates this Agreement, the Parties waive a statement of decision, the right to a new trial, the right to petition for a rehearing, the right to appeal, and any rights under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

SECTION 12: ATTORNEY REPRESENTATION AND FEES

12.1 Attorney Representation. Wife has retained William Green, an attorney at law duly licensed to practice in the State of California, to advise her in connection with this Agreement and proceeding for dissolution of marriage. Husband has retained Bobbie Wells, an attorney at law duly licensed to practice in the State of California, to advise him in connection with this Agreement and proceeding for dissolution of marriage.

12.2 Attorney's Fees.

[TEXT OMITTED FOR DEMO PURPOSES]

SECTION 13: MEDIATION. This Agreement has been reached by agreement of the Parties with the aid of a mediator, Mark Walker. Both Parties have been advised that the mediator is not acting as their independent legal counsel, but solely to aid the Parties in reaching an agreement. Both Parties have been told that they may obtain independent legal counsel and that it is advisable to do so. It has been explained to both Parties that the mediator is not responsible for the valuation of any items of property or for the full disclosure of property and that the Parties must rely upon each other or their own independent legal counsel or other advisors for that purpose. The Parties agree to be jointly and severally liable for the mediator's fees. Husband shall pay seventy-five percent (75%) of the mediator's fees and Wife shall pay twenty-five percent (25%) of the mediator's fees. Each Party shall indemnify and hold the other Party harmless in the event that more than the agreed-upon percentage is collected from that Party. Although the mediation was held under the confidentiality rules provided by statute and by the written agreement of the Parties, the Parties agree that this Agreement itself is not confidential, and the Parties waive any right to claim that it is subject to the confidentiality applicable to the mediation. This waiver is not a waiver of the confidentiality of the communications made in the course of the mediation by the Parties and the mediator.

SECTION 14: TAX MATTERS

14.1 Parties' Understanding of Joint and Several Liability. The Parties recognize that the allocation between them of the responsibility for the payment of taxes on joint income tax returns (as set forth in this Agreement) is not binding on the Internal Revenue Service, the Franchise Tax Board (unless a tax clearance certificate under Revenue and Taxation Code section 19006 has previously been issued), or any other taxing authority. The Parties are aware that if either Party fails to pay the taxes for which he or she is responsible, the law may give the taxing authority power to collect these taxes from the other Party.

14.2 Indemnification and Enforcement.

[TEXT OMITTED FOR DEMO PURPOSES]

14.3 Support Payments.

[TEXT OMITTED FOR DEMO PURPOSES]

14.4 Dependent Tax Exemption.

[TEXT OMITTED FOR DEMO PURPOSES]

14.5 Tax Basis. The Parties agree that under Internal Revenue Code section 1041, or the tax principles regarding interspousal division of community property, the allocation of property between the Parties under this Agreement is not taxable, and the tax basis of each asset allocated under these provisions has not changed, and will not change, by reason of this division. Each Party agrees not to seek a new tax basis for any asset grounded on any such change even though the transaction may otherwise appear to be a bona fide sale.

14.6 Allocation of Capital Gains Tax. Husband shall assume and pay the total federal and state income tax on the unexcluded capital gain attributable to the sale or other disposition of the Residence. The court shall retain jurisdiction to make the orders necessary to effectuate the intent of the Parties as expressed in this subsection in the event of subsequent tax assessments or if any taxing authority refuses to allow the allocations made by the Parties.

14.7 Stock Options.

[TEXT OMITTED FOR DEMO PURPOSES]

14.8 Retirement Benefits Taxable to Recipient.

[TEXT OMITTED FOR DEMO PURPOSES]

14.9 Separate Tax Returns.

[TEXT OMITTED FOR DEMO PURPOSES]

14.10 Joint Tax Returns.

[TEXT OMITTED FOR DEMO PURPOSES]

14.11 Audit of Joint Tax Returns.

[TEXT OMITTED FOR DEMO PURPOSES]

14.12 Married-Filing-Separately Basis.

[TEXT OMITTED FOR DEMO PURPOSES]

SECTION 15: INCORPORATION INTO JUDGMENT.

[TEXT OMITTED FOR DEMO PURPOSES]

SECTION 16: NOTICE OF CONTINGENCY.

[TEXT OMITTED FOR DEMO PURPOSES]

SECTION 17: RESERVATION OF JURISDICTION.

[TEXT OMITTED FOR DEMO PURPOSES]

SECTION 18: RECONCILIATION.

[TEXT OMITTED FOR DEMO PURPOSES]

SECTION 19: QUASI-COMMUNITY PROPERTY. Whenever community property is referred to in this Agreement, it is understood that it includes quasi-community property to the extent that such property exists.

SECTION 20: RESTORATION OF WIFE'S NAME. In any judgment of dissolution of marriage, it shall also be ordered that Wife's name shall be restored to Margaret Winters.

SECTION 21: JUDICIAL ACTION. Either Party, without further notice to the other, may obtain a judgment of dissolution of marriage by declaration pursuant to Fam. Code §2336 or by personal appearance on the uncontested default calendar before a commissioner, judge, or judge pro tem. The judgment shall provide for termination of the Parties' marital status on the earliest date permitted by law.

SECTION 22: NOTICES. Any notice under this Agreement must be in writing and shall be effective upon delivery by hand, upon facsimile transmission, or three (3) business days after deposit in the United

States mail, postage prepaid, certified or registered, and addressed to Husband or to Wife at the address or fax number appearing with his or her name at the top of this Agreement. Either Party shall be obligated to notify the other in writing of any change in his or her address or fax number. Notice of change of address or number shall be effective only when done in accordance with this Section.

SECTION 23: ENTIRE AGREEMENT. This Agreement is intended to be the final, complete, and exclusive agreement of the Parties on the matters it covers. It supersedes any previous or contemporaneous oral or written agreements between the Parties with respect to these matters, including the premarital agreement signed by the Parties identified in Section 1.1 above. There are no representations, warranties, promises, or agreements with respect to these matters, except as set forth in this Agreement.

SECTION 24: AMENDMENTS AND WAIVERS. This Agreement may not be amended or terminated except by an instrument in writing, signed by each of the Parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof.

SECTION 25: BINDING EFFECT. This Agreement shall inure to the benefit of, be enforceable by, and be binding on, the Parties and their heirs, personal representatives, assigns, and any other successors in interest. The terms of this Agreement shall not benefit any other person or entity, except as specifically enumerated in the Agreement.

SECTION 26: SEVERABILITY. If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

SECTION 27: GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the law of the State of California.

SECTION 28: ACKNOWLEDGMENTS. Each Party acknowledges that he or she respectively (i) is fully informed as to the facts relating to the subject matter of this Agreement, and as to the rights and liabilities of both Parties; (ii) enters into this Agreement voluntarily, free from fraud, undue influence, coercion, or duress of any kind; and (iii) has read, considered, and understands each provision of this Agreement.

Each undersigned party agrees to the terms and conditions of this Agreement, effective as of April 25, 2011.

Robert E. Cobb

Date Executed: _____

Margaret C. Cobb

Date Executed: _____

Approved as to Form and Content:

Bobbie Wells
Attorney for Robert E. Cobb

William Green
Attorney for Margaret C. Cobb

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, _____, before me, the undersigned, a notary public, personally appeared Robert E. Cobb, personally known by me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, _____, before me, the undersigned, a notary public, personally appeared Margaret C. Cobb, personally known by me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

PROPERTY OF HUSBAND FROM COMMUNITY OR MIXED PROPERTY

1. Trek 2800 Road Bike
2. 1963 Mustang convertible
3. 35' boat
4. Dining room furniture

EXHIBIT B

PROPERTY OF WIFE FROM COMMUNITY OR MIXED PROPERTY

1. Mercedes E320
2. Living room & bedroom furniture

EXHIBIT C

SEPARATE PROPERTY OF HUSBAND

1. Clothing, jewelry, and other items of a very personal nature.

EXHIBIT D

SEPARATE PROPERTY OF WIFE

1. Clothing, jewelry, and other items of a very personal nature.

EXHIBIT E

PARTIES' STOCK RIGHTS

Stock Options to be Divided

Company: Garden Supplies, Inc.
Spouse Earning Options: Wife
Date of Grant: 3/30/1993
Date of Final Vesting: 3/30/1997
Number of Shares to Husband: Five thousand (5,000)
Number of Shares to Wife: Twenty-five thousand (25,000)

Stock Subject to Repurchase

Company: Silicon Valley Startup, Inc.
Spouse Earning Stock: Wife
Date of Share Purchase: 2/14/1996
Date of Final Vesting: 2/13/2008
Number of Shares to Husband: One thousand five hundred (1,500)
Number of Shares to Wife: One thousand five hundred (1,500)

EXHIBIT F

FAMILY RESIDENCE PROPERTY DESCRIPTION

The attached document sets forth the full legal description of the residence.

EXHIBIT G

FINANCIAL CIRCUMSTANCES OF THE PARTIES

The attached support program printout sets forth the financial circumstances of the parties.

EXHIBIT H

CUSTODY ORDER

The attached order sets forth the plan for sharing periods of physical custody of the children.