

SEPARATE PROPERTY AGREEMENT

This SEPARATE PROPERTY AGREEMENT by and between John Powers ("HUSBAND") and Sylvia Powers ("WIFE"), is entered into this 4th day of May 2016.

Recitals

As consideration for this agreement of Husband and Wife, each of the parties releases and disclaims any and all right, title and interest in the property of the other and to all income, proceeds, investments, and reinvestments of such property.

The parties reaffirm that each will retain management and control of his or her separate property by this revised Separate Property Agreement.

AGREEMENT

1. **Intent to Define Property Rights:**

(a) The parties to this Agreement intend and desire to define their respective rights in the property and earnings of the other, and to avoid such interests and/or obligations which, except for the operation of this Agreement, they might acquire in the property and earnings of the other as incidents of their marriage.

(b) HUSBAND acknowledges that he understands that, except for this Agreement, the earnings and income resulting from the personal services, skills and efforts of WIFE for her employment during the marriage would be community property, but that by this Agreement, such income and earnings are made her sole and separate property.

(c) WIFE acknowledges that she understands that, except for this Agreement, the earnings and income resulting from the personal services, skills and efforts of HUSBAND from his business during the marriage would be community property, but that by this agreement, such income and earnings are made his sole and separate property.

2. Disclosures of Property and Earnings:

(a) Full and complete disclosure of all property owned by HUSBAND has been made by him to WIFE.

(b) Full and complete disclosure of all property owned by WIFE has been made by her to HUSBAND and a list of such property is attached hereto as Exhibit "A" and incorporated herein by reference. It is understood that the figures and amount given therein are approximations only, but are intended to be reasonably accurate.

(c) Full and complete disclosure of all debts, liabilities and obligations of HUSBAND has been made by him to WIFE.

(d) Full and complete disclosure of all debts, liabilities and obligations of WIFE has been made by her to HUSBAND and a description of such debts, liabilities and obligations is attached hereto as Exhibit "B" and incorporated herein by reference.

3. Present Property to be Separate:

(a) HUSBAND covenants and agrees that all real and personal property now owned by WIFE of whatsoever nature and wheresoever located, including but not limited to, all rents, profits, gains, additions thereto and increases thereon, notwithstanding that such rents, profits, gains, additions thereto and increases thereon may result from either of their personal services, skills and efforts in dealing with such property during the marriage shall be and remain the sole and separate property of WIFE to use and dispose of as she sees fit as if no marriage had been entered into. HUSBAND hereby acknowledges that he voluntarily relinquishes any interest in all such property now owned by WIFE and understands that such property, including but not limited to, all rents, profits, gains, additions thereto and increases thereon, shall be and remain the sole and separate property of WIFE.

(b) WIFE covenants and agrees that all real property now owned by HUSBAND of whatsoever nature and wheresoever located, including but not limited to, all rents, profits, gains, additions thereto and increases thereon, notwithstanding that such rents, profits, gains, additions thereto and increases thereon may result from either of their personal services, skills and efforts in dealing with such property during the marriage, shall be and remain the sole and separate property of HUSBAND to use and dispose of as he sees fit as if no marriage had been entered into. WIFE hereby acknowledges that she voluntarily relinquishes any interest in all such property now owned by HUSBAND and understands that such property, including but not limited to, all rents, profits, gains, additions thereto and increases thereon shall be and remain the sole and separate property of HUSBAND.

(c) The occurrence of commingling or otherwise the failing to separate the separate property or separate income of either party shall not change or constitute a change of character of that property, nor shall it constitute a transmutation of that separate property or income into community, quasi-community, joint, marital or similar type property.

(d) In the event one party makes expenditures from his or her separate property for the benefit of the other's separate property, such expenditures shall be considered a gift. Each party hereby waives any right to reimbursement for such gifts.

4. Debts, Liabilities and Obligations:

(a) HUSBAND hereby agrees to indemnify and hold harmless WIFE from and against any and all costs, damages, losses, or expenses with respect to any debts, liabilities or obligations incurred by him prior to or during the marriage, and agrees that all payments on any such debts, liabilities and obligations shall be made from his sole and separate property.

(b) WIFE hereby agrees to indemnify and hold harmless HUSBAND from and against any and all costs, damages, losses, or expenses with respect to any debts, liabilities or obligations incurred by her prior to or during the marriage, and agrees that all payments on any such debts, liabilities and obligations shall be made from her sole and separate property.

5. Future Earnings and Property to be Separate:

(a) HUSBAND covenants and agrees that any earnings and property which WIFE may hereafter acquire, whether real, personal or mixed, including but not limited to any earnings, salaries, commissions, deferred compensation plans, retirement plans or other income resulting from her personal services, skills and efforts, as well as any additions thereto or increases thereon, shall be and remain the sole and separate property of WIFE to use and dispose of as she sees fit as if no marriage had been entered into. HUSBAND hereby acknowledges that he voluntarily relinquishes any interest in all such earnings and property and understand that such earnings and property, including all rents, profits, gains, additions thereto and increases thereon, shall be and remain the sole and separate property of WIFE.

(b) WIFE covenants and agrees that any earnings and property which HUSBAND may hereafter acquire, whether real, personal or mixed, including but not limited to any earnings, salaries, commissions, deferred compensation plans, retirement plans or other income resulting from his personal services, skills and efforts, as well as any additions thereto or increases thereon, shall be and remain the sole and separate property of HUSBAND to use and dispose of as he sees fit as if no marriage had been entered into. WIFE hereby acknowledges that she voluntarily relinquishes any interest in all such property and understand that such earnings and property, including all rents, profits, gains, additions thereto and increases thereon, shall be and remain the sole and separate property of HUSBAND.

6. Common Bank Account

During their marriage, should the parties intend to open a bank account(s) in both of their names or to put both of their names on an existing bank account(s) with the express understanding that all funds on deposit in that account(s) are the joint funds of the parties, and that each party has an equal ownership interest in that account(s) then such deposits shall be deemed community property. Such account(s) shall be known as the "joint account(s)" of the parties, and shall retain this designation notwithstanding the fact that the account(s) may, from time to time during the marriage, be closed or relocated to another financial institution, and further notwithstanding the fact that the "joint account(s)" take the form of a checking, savings or other type of account, or combinations of different types of accounts. Either party may deposit to or withdraw from the "joint account(s)." Notwithstanding the provision of Article 3 above, to the extent the earnings and accumulations of each party are deposited into the "joint account(s)," those earnings and accumulations shall, upon deposit, be deemed community property. To the extent the earnings and accumulations of each party are not deposited into the "joint account(s)," those earnings and accumulations shall remain the sole and separate property of the party who actually earns and accumulates them, as provided in Article 3 above.

7. Community Property:

It is intended by this Agreement, that the parties shall have no community property, or quasi-community property as defined in §125 of the California Family Code, §4803 of the California Civil Code and/or §201.5 of the California Probate Code. Notwithstanding the foregoing or any other provision in this Agreement to the contrary, the parties may create community property interests in any property now owned or later acquired by their specific agreement to that effect, but only if such specific agreement is in writing or if such specific agreement is manifested by a written document of title indicating that the property is held by the parties hereto as husband and wife as their community property.

8. Residence of the Parties:

(a) The parties hereto agree that any residence currently owned by HUSBAND or held in Trust for his benefit, shall remain his sole and separate property and that the parties may from time to time reside at a residence owned now or in the future by HUSBAND, or held in Trust for his benefit, without any right of contribution in favor of WIFE, or in any Trust, against HUSBAND for the costs of owning and maintaining such residence.

(b) The parties hereto agree that any residence currently owned by WIFE or held in Trust for her benefit, shall remain her sole and separate property and that the parties may from time to time reside at a residence owned now or in the future by WIFE, or held in Trust for her benefit, without any right of contribution in favor of HUSBAND or any Trust against WIFE for the cost of owning and maintaining such residence.

9. Support and Maintenance:

The parties to this Agreement hereby agree that they shall be mutually responsible for their financial support and maintenance during the marriage in a manner sufficient to provide a standard of living which is mutually acceptable to both of them.

10. Other Mutual Releases:

It is mutually agreed that each party waives, discharges, and releases any and all claims and rights, actual, inchoate, or contingent, in law and equity which he or she may acquire in the separate property of the other by reason of such marriage, including but not limited to :

- (a) The right to a probate homestead;
- (b) The right to a family allowance;
- (c) The right to claim of dower, courtesy, or any statutory substitutes therefore as provided by the statutes of the state in which the parties or either of them may die domiciled or in which they may own real property;
- (d) The right of election to take against the will of the other;
- (e) The right to declare homestead in the separate property of the other;
- (f) The right to receive all of any part of any benefits of any separate property pension, profit sharing or retirement plan of the other, including but not limited to individual retirement accounts, Keogh plans, or other public or private retirement plans unless specifically designated as a beneficiary on any such plan or account. The parties understand that a separate waiver of such rights may be required and agree to execute such waivers as may from time to time be requested.

11. Domicile and/or Residence:

The parties hereto may change their domicile and/or residence from time to time, and such change in domicile and/or residence shall not affect the validity, force or effect of this Agreement.

12. Binding Effect:

All the terms, conditions and requirements and provisions hereof shall be binding upon the parties hereto, their heirs, successors, personal representatives, assigns, and transferees.

13. Amendment:

This Agreement may be amended only by the written agreement of the parties hereto.

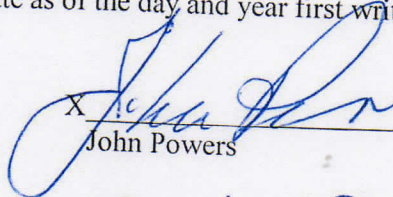
14. Entire Agreement:

This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between them respecting the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties related to the subject matter of this agreement which are not fully expressed herein.

15. Legal Representation

HUSBAND and WIFE acknowledge that they are entitled to be represented by independent counsel and waive that right in negotiation of this Agreement; that this Agreement has been read by each party; that the meaning and legal consequences of this Agreement have been explained fully to each party by his or her attorney and are understood by each party; and that this Agreement was jointly negotiated and prepared, with the Husband and Wife for each party having an opportunity to modify provisions.

IN WITNESS THEREOF, the parties hereto have executed this SEPARATE
PROPERTY AGREEMENT in duplicate as of the day and year first written above.

X 
John Powers

X 
Sylvia Powers

A notary public or other officer completing this certificate only verifies the
identity of the individual who signed the document to which this certificate is
attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On, May 4, 2016, before me, Kaylee Ramsey, a Notary Public,
personally appeared John Powers and Sylvia Powers, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity/ies, and that by his/her/their signature(s) on the instrument, the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

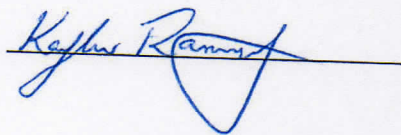




EXHIBIT A

PROPERTY OWNED BY WIFE

1. Clothing

EXHIBIT B

PROPERTY OWNED BY HUSBAND

- 1.American Funds IRA
- 2.Franklin Templeton IRA
- 3.Franklin Templeton Brokerage Savings
- 4.Union Bank Business Acct.
- 5.Union Bank Savings Acct.
- 6.Union Bank Personal Checking Acct.
- 7.2003 BMW 325i
- 8.Household Goods
- 9.Clothing
- 10.Computers & Printers
- 11.Office Furniture

EXHIBIT C
DEBTS & LIABILITIES OF WIFE

1. IRS Tax Liabilities

EXHIBIT D
DEBTS & LIABILITIES OF HUSBAND

- 1.American Express Credit Card
- 2.Citi Bank Visa Credit Card