PRENUPTIAL AGREEMENT

THIS PRENUPTIAL AGREEMENT (the "Agreement") MADE ON THIS 23rd day of August, 2016

BETWEEN:

DILLON GREEN
of 2918 East 7320South,
Cottonwood Heights, the State of Utah, 84121

- AND -

LAURA EWALD
of 2918 East 7320 South,
Cottonwood Heights, in the State of Utah, 84121

BACKGROUND

A. This Agreement is made between **DILLON GREEN** and **LAURA EWALD** (collectively the "Parties" and individually a "Party") who are contemplating marriage each to the other.

B. The Parties intend for this Agreement to become effective upon their marriage pursuant to the laws of the State of Utah, including any Uniform Premarital Agreement Act, or other applicable laws, adopted by the State of Utah.

C. The Parties wish to enter into this Agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them.

D. The Parties further wish to affix their respective rights and liabilities that may result from this relationship.

E. The Parties recognize the possibility of unhappy differences that may arise between them. Accordingly, the Parties desire that the distribution of any property that either or both of them may own will be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them.

F. The Parties acknowledge that they have been provided with a reasonable period of time to review this Agreement.

G. The Parties also acknowledge that they have had the opportunity to retain their own lawyer and to receive independent legal advice regarding the terms of this Agreement.

H. The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily and expressly waive any other rights to disclosure of the property or financial obligations of each other beyond the disclosure provided.

I. Each Party agrees and affirms THAT:

a. The Parties did execute the Agreement voluntarily;

b. This Agreement was not fraudulent when it was executed;

c. Prior to execution of the Agreement, both Parties were provided a fair and reasonable disclosure of the property or financial obligations of the other Party;

d. They have, or reasonably could have had, an adequate knowledge of the property or financial obligations of the other Party; and

e. They entered into this Agreement freely and under no duress or undue influence on their decision by the other Party.

J. The Parties acknowledge that this Agreement will continue upon termination of marriage whether by death, divorce, or otherwise.

NOW THEREFORE in consideration of the upcoming marriage, and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

PROPERTY

1. The Parties acknowledge that with respect to any determination of ownership of property that may occur in the event of the Parties separating, or upon the death of a Party, all property will be treated as property owned solely by either one of the Parties (the "Separate Property") unless there is proof of shared legal ownership.

2. Any Separate Property owned by a Party will be and remain property of that Party and the other Party will have no rights and interests in that property.

3. All jointly acquired or jointly held property or the property listed in the attached **Schedule "A"**, however and whenever acquired, will remain the property of and be owned by both Parties and will be treated as shared property (the "Shared Property").

4. In the event of the Parties separating, or upon the death of a Party, all Shared Property will be deemed to be owned equally and each Party will be entitled to fifty percent (50%) of the net equity of the property, regardless of the initial or ongoing proportion of each Party's investment, unless the Parties have agreed otherwise in writing.

5. Nothing in this Agreement will prevent or invalidate any gift, or transfer for value, from one Party to the other of present or future property.

6. Unless a Party can reasonably show that he or she solely owns a piece of property, where either Party commingles jointly owned property with Separate Property, any commingled property will be presumed to be Shared Property.

DEBTS

7. The Parties acknowledge that with respect to any determination of responsibility of debts that may occur in the event of the Parties separating, or upon the death of a Party, all debts will be treated as separate debts owed solely by one Party (the "Separate Debts") unless there is proof of joint financial obligations.

8. Any Separate Debt owed by a Party will be and remain the debt of that Party and the other Party will have no financial obligations owing with respect to the debt.

9. All jointly acquired or jointly held debts or the debts itemized in the attached list, however and whenever acquired, will remain the debts of and be owed by both Parties and will be treated as shared debts (the "Shared Debts").

10. In the event of a separation, the Shared Debts will be apportioned in the following manner:

    Dillon Green will be responsible for 100% of the 2003 Ford f 150 Lariat Truck.
    Each Party will be responsible for 50% of the 2918 East 7320 South Home Mortgage.

MATRIMONIAL PROPERTY RELEASE

11. The Parties covenant and agree that they are aware of the equitable distribution laws of the State of Utah, and that it is their intention that the equitable distribution laws will not apply to the status, ownership, interest and division of their property, either jointly or separately owned, nor to their future property, whether real or personal, and owned by either one or both of them, and the Parties further covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of the equitable distribution laws of the State of Utah, and to make a full and final settlement of all matters of property, both real and personal, previously and presently owned by either of the Parties or to be acquired by either of the Parties in the future.

DOWER, CURTESY AND HOMESTEAD RELEASE

12. Each Party releases all dower, curtesy and homestead rights under any statute of the State of Utah, or any other jurisdiction whatsoever, that, but for this agreement, each would have in and to property in the name of the other, or in their names jointly or as tenants in common.

SUPPORT

13. The Parties agree that the investment of time or labor with respect to personal service in the property of the other, or otherwise, will be deemed to have been made gratuitously, and without expectation or right of compensation unless agreed to the contrary in writing.

14. It is the intention of the Parties to forever release each other from any alimony or support obligations now and in the future no matter how their circumstances may change. They will not apply now or in the future under any Federal or State legislation for support. They each waive any rights they may have to proceed against the other under any law or statute for payments of alimony or support and rely upon the law of contract to govern in respect of this issue.

15. The Parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, their marital status, the breakdown of their relationship, or otherwise. No such changes will give either Party the right to seek support under any legislation, Federal or State. It is understood by each Party that this Agreement represents a final disposition of all maintenance and support issues between them.

ESTATES AND TESTAMENTARY DISPOSITION

16. Except as provided in the Agreement, the Parties acknowledge that each has the absolute right to dispose of his or her estate by will without leaving any portion to the other, or to the heirs, executors, administrators, or assigns of the other.

17. Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.

18. The Parties waive and release the other from any and all rights of every kind, nature, and description that each may acquire as spouse or surviving spouse in the property, assets, or estate of the other.

ADDITIONAL CLAUSES

19. The Seppala Siberian Husky - "Alta" would fall under 100% ownership of Dillon Green.
Laura Ewald would have the following visitation rights:
2 weekends out of the year (Friday Night - Sunday Night), Laura Ewald can take Alta.
Laura Ewald can (once per week) come to visit Alta if Dillon Green is in the presence of the visitation. Laura Ewald must notify Dillon Green 24 hours prior to visitation.

20. The engagement ring from Dillon Green will 100% be returned to him with all of the diamonds in tact.

SEVERABILITY

21. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

INTENTION OF THE PARTIES

22. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

DUTY OF GOOD FAITH

23. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

FURTHER DOCUMENTATION

24. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

TITLE/HEADINGS

25. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

ENUREMENT

26. This Agreement will be binding upon and will enure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.

GOVERNING LAW

27. The laws of the State of Utah will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

TERMINATION OR AMENDMENT

28. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals on the 23rd day of August, 2016.

SIGNED, SEALED AND DELIVERED

In the presence of:

_____

Witness

Printed Name: _____

_____

Dillon Green

_____

Witness

Printed Name: _____

_____

Witness

Printed Name: _____

_____

Laura Ewald

_____

Witness

Printed Name: _____

SCHEDULE "A"

Shared Property:

1. House - 2918 East 7320 South, Cottonwood Heights Utah, 84121

2. Camper - 1975 17 foot Skyline Nomad

AFFIDAVIT OF EXECUTION

UNITED STATES
THE STATE OF UTAH
TO WIT:

I, _____,
of the City of _____,
in the State of Utah

MAKE OATH AND SAY THAT:

1. I was personally present and did see Dillon Green, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the City of _____, in the State of Utah, and that I am the subscribing witness thereto.
3. I know the said Dillon Green, and he is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of _____, in The State of Utah this _____ day of _____, 20___,

_____
NOTARY PUBLIC
Print Name:_____

My Commission Expires:
_____

_____
WITNESS
Print Name:_____

AFFIDAVIT OF EXECUTION

UNITED STATES
THE STATE OF UTAH
TO WIT:

I, _____,
of the City of _____,
in the State of Utah

MAKE OATH AND SAY THAT:

1. I was personally present and did see Laura Ewald, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the City of _____, in the State of Utah, and that I am the subscribing witness thereto.
3. I know the said Laura Ewald, and she is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of _____, in The State of Utah this _____ day of _____, 20___,

_____
NOTARY PUBLIC
Print Name:_____

My Commission Expires:
_____

_____
WITNESS
Print Name:_____

AFFIDAVIT OF EXECUTION

UNITED STATES
THE STATE OF UTAH
TO WIT:

I, _____,
of the City of _____,
in the State of Utah

MAKE OATH AND SAY THAT:

1. I was personally present and did see Dillon Green, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the City of _____, in the State of Utah, and that I am the subscribing witness thereto.
3. I know the said Dillon Green, and he is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of _____, in The State of Utah this _____ day of _____, 20___,

_____
NOTARY PUBLIC
Print Name:_____

My Commission Expires:
_____

_____
WITNESS
Print Name:_____

AFFIDAVIT OF EXECUTION

UNITED STATES
THE STATE OF UTAH
TO WIT:

I, _____,
of the City of _____,
in the State of Utah

MAKE OATH AND SAY THAT:

1. I was personally present and did see Laura Ewald, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the City of _____, in the State of Utah, and that I am the subscribing witness thereto.
3. I know the said Laura Ewald, and she is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of _____, in The State of Utah this _____ day of _____, 20___,

_____
NOTARY PUBLIC
Print Name:_____

My Commission Expires:
_____

_____
WITNESS
Print Name:_____

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

THE STATE OF UTAH
COUNTY OF _____

I, _____, of the City of _____, in the State of Utah, Attorney,
DO HEREBY CERTIFY:

THAT I was this day consulted in my professional capacity by Dillon Green, named in the within instrument, being a Prenuptial Agreement, separate and apart from Laura Ewald, as to his legal rights and liabilities under the terms and conditions of it, and that I acted solely for him, and explained fully to him the nature and effect of the said Prenuptial Agreement and he did execute it in my presence, and did acknowledge and declare that he was executing it of his own volition and without any fear, threats, compulsion or influence from Laura Ewald, or any other person.

DATED at the City of _____, in the State of Utah, this _____ day of _____, 20___.

_____
ATTORNEY
Print Name: _____

I, Dillon Green, the person named in the annexed Agreement, hereby acknowledges the foregoing this ____day of _____20___.

_____
Dillon Green

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

THE STATE OF UTAH
COUNTY OF _____

I, _____, of the City of _____, in the State of Utah, Attorney,
DO HEREBY CERTIFY:

THAT I was this day consulted in my professional capacity by Laura Ewald, named in the within instrument, being a Prenuptial Agreement, separate and apart from Dillon Green, as to her legal rights and liabilities under the terms and conditions of it, and that I acted solely for her, and explained fully to her the nature and effect of the said Prenuptial Agreement and she did execute it in my presence, and did acknowledge and declare that she was executing it of her own volition and without any fear, threats, compulsion or influence from Dillon Green, or any other person.

DATED at the City of _____, in the State of Utah, this _____ day of _____, 20___.

_____
ATTORNEY
Print Name: _____

I, Laura Ewald, the person named in the annexed Agreement, hereby acknowledges the foregoing this ____day of _____20___.

_____
Laura Ewald

CERTIFICATE OF ACKNOWLEDGMENT

The State of Utah)
)
County of _____)

On the _____ day of _____ in the year _____, before me _____ _____, the undersigned notary public, personally appeared Dillon Green, known to 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 that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

_____
NOTARY PUBLIC
Print Name:_____

My Commission Expires:
_____

CERTIFICATE OF ACKNOWLEDGMENT

The State of Utah)
)
County of _____)

On the _____ day of _____ in the year _____, before me _____ _____, the undersigned notary public, personally appeared Laura Ewald, known to 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 that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

_____
NOTARY PUBLIC
Print Name:_____

My Commission Expires:
_____

Special Notes on Prenuptial Agreements governed by the State of Utah

The State of Utah has chosen to adopt the Uniform Premarital Agreement Act (UPAA), a statute created for the purpose of standardizing the requirements of prenuptial agreements between states. As such, this Agreement has been worded based on the notion subscribed to by the UPAA that prenuptial agreements should be entered into voluntarily and fairly upon the exchange of disclosure between the Parties.

It is best to sign the Prenuptial Agreement in front of your own lawyer and to receive a Certificate of Independent Legal Advice from your lawyer. Alternatively, you should consider seeing a notary public or at the minimum sign the document in front of one or two witnesses.

Pursuant to the laws in the State of Utah spousal support may be payable if a Party is suffering undue hardship and/or is eligible for public assistance at the time of separation or divorce – regardless of what the Parties may have choose when drafting the Agreement. In other words, a premarital agreement cannot modify or eliminate the right of a spouse to receive court-ordered spousal support in certain circumstances.

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