

Prenuptial Agreement

THIS AGREEMENT MADE THIS 1st day of May, 2014

BETWEEN:

Davis Eller
of 5 Hedgewood Avenue

- AND -

Launa Gage
of 7949 Sixth Mews

BACKGROUND

Davis Eller and Launa Gage, who shall be collectively known herein as "the parties", love each other and are entering into this prenuptial agreement (the "Agreement") in contemplation of marriage to each other.

The parties are setting forth in this Agreement their respective rights for the status, ownership, and division all property either owns at the date of their marriage and in and to all property that may be acquired by either or both of them after their marriage. They are also setting forth their rights regarding spousal support or maintenance.

In consideration of the fact that unhappy differences may arise between the parties, the parties desire that the terms set forth in this Agreement will govern the distribution of their present and future property and/or assets, to as great a degree as permitted by statutory or case law. Furthermore, the parties intend that any applicable legislation which may be applicable shall not be applied to them.

Information about each of the parties' assets, liabilities, and approximate current income has been exchanged prior to entering into this Agreement, and each party has provided a summary of such information, in writing, to the other. Each party acknowledges that they have been provided with the opportunity to fully examine the disclosures of the other party. Each party has relied upon their own independent legal council and advice in entering into this Agreement.

Each party affirms the following:

1. THAT the parties executed this Agreement voluntarily and under no duress or undue influence;
2. THAT this Agreement was not unconscionable at the time of execution;
3. THAT each party received a disclosure of the assets and liabilities of the other party, and that, in the opinion of the receiving party, this disclosure was fair and reasonable.

4. THAT each party could conceivably have had an adequate knowledge of the assets and liabilities of the other party.
5. Both parties acknowledge that they have had a reasonable time to review this Agreement, and consult with legal counsel if necessary, before executing this Agreement.

THEREFORE in consideration of the approaching marriage, and the mutual promises hereinafter set forth and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

EFFECTIVE DATE

This Agreement shall take effect upon the solemnization of marriage of the parties, and will be governed by the applicable laws of the Northwest Territories, including any Uniform Premarital Agreement Act that may exist.

SEPARATE PROPERTY

The present property of Davis Eller is the following:

1. Lorem ipsum in fringilla, sociosqu.
2. Lorem ipsum commodo quisque, est nunc.
3. Lorem ipsum Duis, nostra.
4. Lorem ipsum etiam imperdiet, ut per.
5. Lorem ipsum vestibulum, rhoncus.

The present property of Launa Gage is the following:

1. Lorem ipsum egestas tempus, iaculis.
2. Lorem ipsum purus congue, netus taciti.
3. Lorem ipsum lobortis suspendisse habitasse, elit amet cubilia.
4. Lorem ipsum mi varius, a.
5. Lorem ipsum vivamus justo orci, aliquam orci.
6. Lorem ipsum neque, imperdiet.
7. Lorem ipsum mattis torquent fringilla, nulla ut.
8. Lorem ipsum cubilia ornare facilisis, augue convallis litora.

The parties may wish for certain items of their present property to be expressly designated as separate property (the 'Separate Property'). Following execution of this Agreement, each of the parties shall separately retain all rights and interests in the Separate Property, including its future appreciation, regardless of the date or means of acquisition. The other party will have no right to or interest in the Separate Property.

Should either party wish to sell, encumber, convey, or otherwise dispose of or realize upon their respective Separate Property, the other party will, upon request, execute any instruments, or join in any deeds, bills of sale, mortgages, or other rights, as may be required to complete the transaction. However, the other party shall not be obligated to execute any instrument which would subject his or her own Separate Property to debts, mortgages, or other encumbrances.

Notwithstanding any items that are expressly documented as being owned by both parties, in the event of the relationship ending due to separation or death, all property will be treated as Separate Property. As such, there can be only one owner of each item.

SHARED PROPERTY

Certain property owned by both parties as of the date of this Agreement (the 'Shared Property') will remain the property of both parties at all times, regardless of the time and place of acquisition. The Shared Property will be owned and managed by both parties at all times.

1. Lorem ipsum varius ante, curae etiam.
2. Lorem ipsum massa accumsan felis, semper facilisis adipiscing.
3. Lorem ipsum nibh vehicula, dui ultricies.
4. Lorem ipsum nisl nec, duis.
5. Lorem ipsum feugiat, scelerisque.
6. Lorem ipsum et scelerisque commodo, condimentum aenean sapien.
7. Lorem ipsum orci inceptos, aliquam.
8. Lorem ipsum donec cubilia, elit congue.
9. Lorem ipsum vestibulum aliquam vivamus, dictum cras.

In the event that a party co-mingles Separate Property and Shared Property, the Separate Property will be presumed to be jointly owned unless a party can reasonably show that he or she has sole ownership of the Separate Property.

Notwithstanding other agreements between the parties which have been documented in writing, in the event of the relationship ending due to separation or death, any Shared Property will be owned in accordance with the initial financial investment of each party.

SEPARATE DEBTS

Notwithstanding any contrary statements contained herein, the present debts of each party are outlined in the list attached to this Agreement.

Certain debts and other financial obligations owed by each party as of the date of this Agreement (the 'Separate Debts') will remain the obligation of such party, regardless of the time and circumstances of acquisition. The other party shall not, at any time, be required to share in or make payments on these debts or obligations.

Notwithstanding any debts that are expressly documented as being shared by both parties, the following debts will be deemed as Separate Debts:

1. Debts one party owed prior to the signing of this Agreement; and

2. Lorem ipsum consectetur iaculis venenatis cras netus, vulputate hac faucibus molestie..

SHARED DEBTS

Certain debts owed by both parties as of the date of this Agreement (the 'Shared Debts') will remain the obligation of both parties at all times, regardless of the time and place of acquisition.

Notwithstanding other agreements between the parties which have been documented in writing, in the event of the relationship ending due to separation or death, the financial responsibility for all Shared Debts will be divided in accordance with the initial amounts borrowed by each party.

CHILDREN

The parties affirm that Launa Gage has the following dependent children from a previous relationship:

1. Tyler Mathis born 3
2. Cedrick Whitmore born 10
3. Gaylene Bolden born 26

The parties affirm that they have the following 4 children from their relationship together:

1. Yolonda Longoria born 28
2. Nia Pelletier born 12
3. Huey Rice born 21
4. Eldon Cook born 21

The parties understand and accept that, in the event of separation:

1. Issues of child custody and support will be governed by Federal laws and/or the laws of the Northwest Territories
2. The custody and/or support arrangements ordered by the court may affect the terms set forth in this Agreement.

INTENTION OF THE PARTIES

The parties agree to be bound strictly by the terms set forth in this Agreement at all times, regardless of how their circumstances may change over time.

DUTY OF GOOD FAITH

The parties agree to act in good faith and fair dealing towards the other, at all times, and in all aspects of this Agreement, in accordance with the fiduciary relationship created between the parties by this instrument.

FURTHER DOCUMENTATION

The parties agree to provide and execute any further documentation that may be necessary to give full force and effect to the provisions of this Agreement.

HEADINGS

Headings are inserted for the convenience of the parties only and will not have any bearing on the interpretation or meaning of this Agreement.

BINDING EFFECT

The covenants and obligations set forth in this Agreement shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of both parties.

GOVERNING LAW

This Agreement shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the Northwest Territories without regard to the present or future locations of each party's residences.

ADDITIONAL PROVISIONS

1. Lorem ipsum viverra aptent fermentum aenean, libero porttitor non.
2. Lorem ipsum vivamus in tortor ac ultricies, risus quis consectetur pulvinar duis.
3. Lorem ipsum non sollicitudin facilisis feugiat, rhoncus pharetra aliquet scelerisque.
4. Lorem ipsum tempor consequat curabitur, maecenas mi sociosqu, curabitur sapien facilisis.
5. Lorem ipsum convallis senectus maecenas quam, turpis convallis conubia quisque.

SEVERABILITY

If a court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, it is the desire of both parties that any modifications made to these provisions by a court of competent jurisdiction be made only to the extent necessary to

ensure that the provisions are enforceable, as determined by the reasonable judgement of the court.

Should any provisions in this Agreement be invalid or unenforceable, those provisions shall have no bearing on the remaining provisions of the agreement. All other provisions will be valid, and fully enforceable; further, any partially unenforceable provisions will be enforced to as great an extent as possible.

INTEGRATION

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. There are no other agreements, covenants, representations, and warranties, expressed or implied, oral or written, in relation to the division of the party's assets, liabilities, and property other than the agreements set forth herein. All prior agreements, representations, covenants, and warranties, with respect to the subject matter hereof, are waived, merged, and superseded hereby. This is an integrated agreement.

TERMINATION OR AMENDMENT

This Agreement may only be terminated or amended if the termination or amendment is documented in writing, and signed by both parties.

The parties hereby execute this agreement on this 1st day of May, 2014.

Davis Eller

Launa Gage

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, of
_____ Barrister and Solicitor, DO

HEREBY CERTIFY:

1. Davis Eller, named in the above prenuptial agreement, consulted me in my professional capacity separate and apart from Launa Gage.
2. I explained fully to Davis Eller the nature and effect of the attached prenuptial agreement and he appeared to me to understand its nature and effect.
3. I believe that Davis Eller was of the age of majority in the Country on the date of execution of this prenuptial agreement.
4. I witnessed Davis Eller duly sign and execute this prenuptial agreement; further, I am satisfied that he is the person named in this instrument.
5. Davis Eller acknowledged to me that he executed this prenuptial agreement voluntarily and without any compulsion or influence from any person.

DATED at _____, this 1st day of May, 2014.

BARRISTOR AND SOLICITOR

Printed Name: _____

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, of _____ Attorney, DO HEREBY

CERTIFY:

1. Launa Gage, named in the above prenuptial agreement , consulted me in my professional capacity separate and apart from Davis Eller.
2. I explained fully to Launa Gage the nature and effect of the attached prenuptial agreement and she appeared to me to understand its nature and effect.
3. I believe that Launa Gage was of the age of majority in the Country on the date of execution of this prenuptial agreement.
4. I witnessed Launa Gage duly sign and execute this prenuptial agreement; further, I am satisfied that she is the person named in this instrument.
5. Launa Gage acknowledged to me that she executed this prenuptial agreement voluntarily and without any compulsion or influence from any person.

DATED at _____, this 1st day of May, 2014.

ATTORNEY

Printed Name: _____

FIRST PARTY'S FINANCIAL STATEMENT

I, Davis Eller, hereby certify that the following financial information is accurate according to the best of my knowledge and belief:

Social Security Number: _____

Date of Birth: _____

SECTION 1: EMPLOYMENT AND INCOME

Employer:

Employer's address:

Pay period: _____

Rate of pay: \$ _____

Gross monthly income from employment: \$ _____

Gross monthly income from other sources (TOTAL): \$ _____

Spousal Support from Previous Marriage: \$ _____

Child Support from Previous Marriage: \$ _____

Disability Benefits: \$ _____

Unemployment Compensation: \$ _____

Worker's Compensation: \$ _____

Social Security Benefits: \$ _____

Pension, Retirement or Annuity Payments: \$ _____

Income from Royalties, Trusts, or Estates: \$ _____

Rental Income (income minus expenses): \$ _____

Interest and Dividends: \$ _____

Other Recurring Income: \$ _____

Gross Monthly Deductions (TOTAL): \$ _____

Court Ordered or Contractual Child Support Payments: \$ _____

Other Court Deductions: \$ _____

Federal, State, and Local Income Taxes: \$ _____

FICA or Self-Employment Tax: \$ _____

Health Insurance Payments: \$ _____

Mandatory Union Dues: \$ _____

Mandatory Retirement: \$ _____

_____ : \$ _____

_____ : \$ _____

_____ : \$ _____

_____ : \$ _____

Royalty, Deferred Commission, Annuity and other non-Real Estate contracts

Title of Contract _____
Date of Contract _____
Estimated Monthly Value: \$ _____

Title of Contract _____
Date of Contract _____
Estimated Monthly Value: \$ _____

Title of Contract _____
Date of Contract _____
Estimated Monthly Value: \$ _____

Title of Contract _____
Date of Contract _____
Estimated Monthly Value: \$ _____

SECTION 2: ASSETS

Motor Vehicles

Year: _____
Make: _____
Model: _____
VIN#: _____
Value: \$ _____

Year: _____
Make: _____
Model: _____
VIN#: _____
Value: \$ _____

Year: _____
Make: _____
Model: _____
VIN#: _____
Value: \$ _____

Year: _____
Make: _____
Model: _____
VIN#: _____
Value: \$ _____

Boats and Other Vehicles

Year: _____
Make: _____
Model: _____
Reg or ID#: _____
Value: \$ _____

Year: _____
Make: _____
Model: _____
Reg or ID#: _____
Value: \$ _____

Year: _____
Make: _____
Model: _____
Reg or ID#: _____
Value: \$ _____

Year: _____
Make: _____
Model: _____
Reg or ID#: _____
Value: \$ _____

Business Ownership or Interests

(includes regular business partnerships and partnership interests including real estate partnerships)

Name: _____
Value: \$ _____

Name: _____
Value: \$ _____

Name: _____
Value: \$ _____

Name: _____
Value: \$ _____

Limited Liability Company (LLC) Ownership or Interests

Name: _____
Value: \$ _____

Name: _____
Value: \$ _____

Name: _____
Value: \$ _____

Name: _____
Value: \$ _____

Other Assets

Type / Name: _____
Value: \$ _____

Type / Name: _____
Value: \$ _____

Type / Name: _____

Value: \$ _____

Type / Name: _____

Value: \$ _____

Total Assets: \$ _____

SECTION 3: LIABILITIES

Creditor: _____
Collateral / Security: _____
Amount: \$ _____

Creditor: _____
Collateral / Security: _____
Amount: \$ _____

Creditor: _____
Collateral / Security: _____
Amount: \$ _____

Creditor: _____
Collateral / Security: _____
Amount: \$ _____

Creditor: _____
Collateral / Security: _____
Amount: \$ _____

Creditor: _____
Collateral / Security: _____
Amount: \$ _____

Total Liabilities \$ _____

The above information is correct to the best of my knowledge, and is based upon information currently available to me. This information is being provided as an integral part of a prenuptial agreement, and this statement shall be attached to said prenuptial agreement.

Davis Eller

Date

SECOND PARTY'S VERIFICATION OF RECEIPT

I, Launa Gage, hereby acknowledge receiving a copy of Davis Eller's foregoing Financial Statement on _____(date).

Launa Gage

Date

SECOND PARTY'S FINANCIAL STATEMENT

I, Launa Gage, hereby certify that the following financial information is accurate according to the best of my knowledge and belief:

Social Security Number: _____

Date of Birth: _____

SECTION 1: EMPLOYMENT AND INCOME

Employer:

Employer's address:

Pay period: _____

Rate of pay: \$ _____

Gross monthly income from employment: \$ _____

Gross monthly income from other sources (TOTAL): \$ _____

Spousal Support from Previous Marriage: \$ _____

Child Support from Previous Marriage: \$ _____

Disability Benefits: \$ _____

Unemployment Compensation: \$ _____

Worker's Compensation: \$ _____

Social Security Benefits: \$ _____

Pension, Retirement or Annuity Payments: \$ _____

Income from Royalties, Trusts, or Estates: \$ _____

Rental Income (income minus expenses): \$ _____

Interest and Dividends: \$ _____

Other Recurring Income: \$ _____

Gross Monthly Deductions (TOTAL): \$ _____

Court Ordered or Contractual Child Support Payments: \$ _____

Other Court Deductions: \$ _____

Federal, State, and Local Income Taxes: \$ _____

FICA or Self-Employment Tax: \$ _____

Health Insurance Payments: \$ _____

Mandatory Union Dues: \$ _____

Mandatory Retirement: \$ _____

_____ : \$ _____

_____ : \$ _____

_____ : \$ _____

_____ : \$ _____

Royalty, Deferred Commission, Annuity and other non-Real Estate contracts

Title of Contract _____
Date of Contract _____
Estimated Monthly Value: \$ _____

Title of Contract _____
Date of Contract _____
Estimated Monthly Value: \$ _____

Title of Contract _____
Date of Contract _____
Estimated Monthly Value: \$ _____

Title of Contract _____
Date of Contract _____
Estimated Monthly Value: \$ _____

SECTION 2: ASSETS

Motor Vehicles

Year: _____
Make: _____
Model: _____
VIN#: _____
Value: \$ _____

Year: _____
Make: _____
Model: _____
VIN#: _____
Value: \$ _____

Year: _____
Make: _____
Model: _____
VIN#: _____
Value: \$ _____

Year: _____
Make: _____
Model: _____
VIN#: _____
Value: \$ _____

Boats and Other Vehicles

Year: _____
Make: _____
Model: _____
Reg or ID#: _____
Value: \$ _____

Year: _____
Make: _____
Model: _____
Reg or ID#: _____
Value: \$ _____

Year: _____
Make: _____
Model: _____
Reg or ID#: _____
Value: \$ _____

Year: _____
Make: _____
Model: _____
Reg or ID#: _____
Value: \$ _____

Business Ownership or Interests

(includes regular business partnerships and partnership interests including real estate partnerships)

Name: _____
Value: \$ _____

Name: _____
Value: \$ _____

Name: _____
Value: \$ _____

Name: _____
Value: \$ _____

Limited Liability Company (LLC) Ownership or Interests

Name: _____
Value: \$ _____

Name: _____
Value: \$ _____

Name: _____
Value: \$ _____

Name: _____
Value: \$ _____

Other Assets

Type / Name: _____
Value: \$ _____

Type / Name: _____
Value: \$ _____

Type / Name: _____

Value: \$ _____

Type / Name: _____

Value: \$ _____

Total Assets: \$ _____

SECTION 3: LIABILITIES

Creditor: _____
Collateral / Security: _____
Amount: \$ _____

Creditor: _____
Collateral / Security: _____
Amount: \$ _____

Creditor: _____
Collateral / Security: _____
Amount: \$ _____

Creditor: _____
Collateral / Security: _____
Amount: \$ _____

Creditor: _____
Collateral / Security: _____
Amount: \$ _____

Creditor: _____
Collateral / Security: _____
Amount: \$ _____

Total Liabilities \$ _____

The above information is correct to the best of my knowledge, and is based upon information currently available to me. This information is being provided as an integral part of a prenuptial agreement, and this statement shall be attached to said prenuptial agreement.

Launa Gage

Date

FIRST PARTY'S VERIFICATION OF RECEIPT

I, Davis Eller, hereby acknowledge receiving a copy of Launa Gage's foregoing Financial Statement on _____(date).

Davis Eller

Date