

Prenuptial Agreement

THIS AGREEMENT MADE THIS 16th day of January, 2020

BETWEEN:

Delbert Whitaker
of 9037 Page Avenue

- AND -

Carey Kirk
of 9837 Brightmore Lane

BACKGROUND

Delbert Whitaker and Carey Kirk, 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 voluntarily and expressly waived their right to legal counsel, after being provided with the opportunity to consult with legal counsel of their choosing in their respective jurisdictions.

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 Country of England, including any Uniform Premarital Agreement Act that may exist.

SEPARATE PROPERTY

No present property has been listed for Delbert Whitaker

No present property has been listed for Carey Kirk

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.

The property which will be considered Shared Property is described in the list attached to this Agreement.

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.

Either party is allowed to transfer property to the other, either as a gift or for value, any present or future property, so long as such transactions are documented in writing.

SEPARATE DEBTS

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, in the event of the relationship ending due to separation or death, all debts will be treated as Separate Debts. As such, they are owed only by one party.

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.

1. Lorem ipsum aptent quisque luctus, viverra consectetur ante.
2. Lorem ipsum eleifend, diam.
3. Lorem ipsum tempor turpis consequat, platea feugiat auctor.
4. Lorem ipsum pharetra, diam.
5. Lorem ipsum quam urna tristique, condimentum cubilia rutrum.
6. Lorem ipsum velit cursus, torquent phasellus.
7. Lorem ipsum laoreet, id.
8. Lorem ipsum ligula risus, nisl.
9. Lorem ipsum fringilla posuere varius, tellus justo sodales.

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 Delbert Whitaker has the following dependent children from a previous relationship:

1. Viviana Handy born 15
2. Cyril Humphreys born 4

The parties affirm that they have the following 5 children from their relationship together:

1. Walter Petersen born 1
2. Giovanni Poe born 24
3. Booker Boyce born 13
4. Pia Schaefer born 29
5. Rashad London born 27

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 Country of England
2. The custody and/or support arrangements ordered by the court may affect the terms set forth in this Agreement.

SUPPORT

Upon separation of the parties, Carey Kirk will receive a lump sum payment of \$17,500.00.

DIVISION OF PROPERTY

Upon separation of the parties, Carey Kirk will be provided with the property listed below, as an entitlement to support:

Lorem ipsum nam aenean amet vivamus, cubilia dapibus curabitur lacinia.

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 Country of England without regard to the present or future locations of each party's residences.

ADDITIONAL PROVISIONS

1. Lorem ipsum turpis leo diam habitasse pulvinar, egestas pharetra nec tellus venenatis.
2. Lorem ipsum in adipiscing mollis lectus, iaculis sem sed euismod.
3. Lorem ipsum massa ad etiam nisl netus, curabitur porta nulla quam amet.
4. Lorem ipsum rhoncus proin fringilla platea, imperdiet pharetra vulputate aptent.
5. Lorem ipsum mi litora euismod, ut leo integer semper, blandit aliquet vulputate.

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.

IN WITNESS WHEREOF the parties hereunto set their hands and seals as of the 16th day of January, 2020.

SIGNED, SEALED AND DELIVERED

In the presence of:

Delbert Whitaker

Carey Kirk

Witness:

AFFIDAVIT OF EXECUTION

I, _____, of _____,

MAKE OATH AND SAY:

- 1. THAT I personally witnessed Delbert Whitaker, who is personally known to me and is named in this prenuptial agreement, execute and sign the agreement for the purposes described therein;
- 2. THAT this prenuptial agreement was executed at _____, and that I am the subscribing witness thereto; and
- 3. THAT I believe Delbert Whitaker to be eighteen (18) years of age or older.

Witness

SWORN BEFORE ME at _____, this 16th day of January, 2020.

NOTARY PUBLIC

My Commission Expires:

AFFIDAVIT OF EXECUTION

I, _____, of _____,

MAKE OATH AND SAY:

1. THAT I personally witnessed Carey Kirk, who is personally known to me and is named in this prenuptial agreement, execute and sign the agreement for the purposes described therein;
2. THAT this prenuptial agreement was executed at _____, and that I am the subscribing witness thereto; and
3. THAT I believe Carey Kirk to be eighteen (18) years of age or older.

Witness

SWORN BEFORE ME at _____, this 16th day of January, 2020.

NOTARY PUBLIC

My Commission Expires:

FIRST PARTY'S FINANCIAL STATEMENT

I, Delbert Whitaker, 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: \$ _____

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Date of Contract _____
Estimated Monthly Value: \$ _____

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Date of Contract _____
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Date of Contract _____
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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: \$ _____

Limited Liability Company (LLC) Ownership or Interests

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: \$ _____

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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.

Delbert Whitaker

Date

SECOND PARTY'S VERIFICATION OF RECEIPT

I, Carey Kirk, hereby acknowledge receiving a copy of Delbert Whitaker's foregoing Financial Statement on _____(date).

Carey Kirk

Date

SECOND PARTY'S FINANCIAL STATEMENT

I, Carey Kirk, 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: \$ _____

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Value: \$ _____

Boats and Other Vehicles

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

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Make: _____
Model: _____
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Value: \$ _____

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Value: \$ _____

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Value: \$ _____

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

Name: _____
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Name: _____
Value: \$ _____

Other Assets

Type / Name: _____
Value: \$ _____

Type / Name: _____
Value: \$ _____

Type / Name: _____

Value: \$ _____

Type / Name: _____

Value: \$ _____

Total Assets: \$ _____

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Carey Kirk

Date

FIRST PARTY'S VERIFICATION OF RECEIPT

I, Delbert Whitaker, hereby acknowledge receiving a copy of Carey Kirk's foregoing Financial Statement on _____(date).

Delbert Whitaker

Date