PRENUPTIAL AGREEMENT

THIS AGREEMENT made in duplicate this 14th day of April, 1993, by and between MICHAEL W. DUNN, Manchester, Delaware County, Iowa, and CINDY A. BREITBACH, of Manchester, Delaware County, Iowa.

W I T N E S S E T H:

WHEREAS, the parties hereto intend to be married in the immediate future, and

WHEREAS each of the parties is possessed of property, in his or her own right, and

WHEREAS, each of the parties hereto have fully informed the other of his or her financial situation and wealth, and

WHEREAS, each of the parties have individual family interests which they wish to protect from any claim on their respective estates by the surviving spouse or any and all persons claiming by, under or through said surviving spouse, and

WHEREAS, it is the further desire of the parties to insure that in the event of a breakdown of the marriage relationship in the future that fair and adequate division of these assets and property items acquired during the term of the marriage shall be considered, and

WHEREAS, it is the mutual desire of the parties that all property and property rights of each shall be, and be maintained, for the benefit of him, or her, and his or her legal heirs, legal representatives, and assigns, as though no marriage or relationship exists between them, and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FURTHER, IN CONSIDERATION OF THE MARRIAGE BEING CONTEMPLATED BY THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. Each of the parties hereto shall own the property, of whatsoever kind, nature or description, real, personal or otherwise, now owned or hereafter acquired by him or her, and shall have the exclusive use, control and benefit of the same, with the right to sell, convey, mortgage, pledge and otherwise deal with the same, as though he or she were, and had been at all times, unmarried; that each may dispose of his or her said property by Will as though no marriage relationship had ever existed between them; and each of the

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Deborah L. Peyton, Recorder
Misc.

said parties does hereby disclaim and release to the other, or his or her heirs, legal representatives, assigns, legatees, and devisees all and every right, claim and estate, which she or he might, would or could have, hold or acquire in, to or upon all or any of the said property of the other by reason of said marriage and by reason of being, or having been, the spouse of the other.

2. MICHAEL W. DUNN hereby waives and releases all right and interest, statutory or otherwise, including, but not limited to, dower, widow's allowance, statutory allowance, distribution, intestacy, and right of election to take against the Will of CINDY A. BREITBACH, which he might acquire as husband, widower, heir at law, next of kin or distributee of CINDY A. BREITBACH in her property, owned by her at the time of the marriage or acquired by her at any time thereafter, and in her estate upon her death.

3. CINDY A. BREITBACH hereby waives and releases all right and interest, statutory or otherwise, including, but not limited to, dower, widow's allowance, statutory allowance, distribution, intestacy, and right to election to take against the Will of MICHAEL W. DUNN which she might acquire as the wife, widow, heir at law, next of kin or distributee of MICHAEL W. DUNN in his property, owned by him at the time of the marriage or acquired by him at any time thereafter, and in his estate upon his death.

4. MICHAEL W. DUNN hereby waives and releases all right and interest which he may have or acquire as a result of the marriage in and to the property or assets of CINDY A. BREITBACH including all income, appreciation or other increase in value of said assets in the event that the marriage of the parties is dissolved or in the event of a settlement as a result of a legal separation of the parties.

5. CINDY A. BREITBACH hereby waives and releases all right and interest which she may have or acquire as a result of the marriage in and to the property or assets of MICHAEL W. DUNN including all income, appreciation or other increase in value of said assets in the event that the marriage of the parties is dissolved or in the event of a settlement as a result of a legal separation of the parties.

6. Each of the parties shall have the absolute right to manage, dispose of, or otherwise deal with any property now separately owned or hereafter separately acquired in any manner whatsoever, and in the event that

either of the parties wishes or desires to mortgage, sell, convey or otherwise dispose of or transfer any of their respective interest in any of their property or estate, the other party agrees to join in and to execute, any deed or conveyance, mortgage, or other instrument for the sole purpose of releasing any dower or distributive right therein, as may be required or necessary to make such instrument effective.

7. Notwithstanding the provisions of this Agreement, either party shall have the right to transfer or convey to the other any property or interest herein which may be lawfully conveyed or transferred during his or her lifetime by Will or otherwise upon death, and neither party intends by this Agreement to limit or restrict in any way the right and power to receive any such transfer or conveyance from the other.

8. Each party, shall, upon the request of the other, execute, acknowledge and deliver any additional instrument that may be reasonably required to carry out the intention of this Agreement, including such instrument as may be required by the laws of any jurisdiction, now in effect or hereinafter enacted, which may affect the property rights of the parties as between themselves or others.

9. GIFTS. The provisions of this Agreement shall not prohibit or preclude either party from making any gift in any amount of any kind or nature to the other, and that gift shall become the separate property of the donee.

10. COMMUNITY PROPERTY. In the event that at any time during the existence of the marital relationship between the parties, they should be or become residents of a state under the laws of which husband and wife acquire property interests commonly known as community property or any other property and interests different from the property interests of husband and wife under the laws of the State of Iowa, their property interests shall nevertheless remain the same as they would have been under the terms of this Agreement construed in accordance with the laws of the State of Iowa, and the parties will each, at anytime during or after the termination of the marital relationship, execute and deliver any and all deeds and other instruments desirable or necessary to transfer any right, title or interest, in any property or estate to the other which they may acquire by virtue of any so-called community property laws to the persons who would otherwise be entitled thereto by virtue of this Agreement.

11. LAST WILL AND TESTAMENT. The provisions of this agreement shall not prohibit or preclude either party from bequeathing or devising to the other in his or her Last Will and Testament assets that are the subject of this agreement provided the Will is executed after the date of this prenuptial agreement.

12. LIABILITY FOR DEBTS. Each party expressly assumes, agrees to pay, and shall indemnify and hold the other harmless from and against any and all debts or obligations incurred by such party before the date of the marriage and the property of the other party shall not in any respect be liable for the debts of the other party. Except as provided by law concerning reciprocal spousal duties of post-marital support, and the terms of this Agreement, each party warrants that he or she has not and shall not incur any indebtedness chargeable against the other, and each party agrees to indemnify and hold the other harmless from and against any such indebtedness incurred or created by such party.

13. EFFECTIVE DATE. This agreement shall take effect two days prior to the date the marriage contemplated by the parties has been legally solemnized. In the event the marriage between the parties hereto does not take place, this Agreement shall be null and void, and any and all steps taken to implement the terms of this Agreement shall be rescinded and shall be null and void.

14. REPRESENTATION OF PARTIES BY COUNSEL. The parties hereto both stipulate that they, and each of them, were represented by legal counsel of their choice in the preparation of this Agreement; that they have read this Agreement and have had its contents explained to them, and to each of them by such counsel; and that they fully understand the terms, provisions, and legal consequences of this Agreement. Both parties acknowledge that they have entered into this Agreement with full knowledge on the part of each of the extent and probable value of all the property or estate of the other, and of all rights that, but for this Agreement, would be conferred by law upon each of them, in the property or estate of the other, by virtue of the consummation of the proposed marriage, and the rights of the respective parties hereto in and to each other's property, or estate, of whatsoever character the same may

be, shall be determined, fixed and settled by this Agreement, and not otherwise.

15. MICHAEL W. DUNN specifically acknowledges that he has examined the statement of assets and liabilities of CINDY A. BREITBACH and states that he has a full and complete understanding of the assets owned by CINDY A. BREITBACH and states that he has a full and complete understanding of the assets owned by CINDY A. BREITBACH. MICHAEL W. DUNN further states that he has consulted with and advised CINDY A. BREITBACH on her investments and that through his consultations and discussions with CINDY A. BREITBACH, he has a knowledge of her assets independent of, and in addition to, Exhibit B - Disclosure of Assets.

16. CINDY A. BREITBACH specifically acknowledges that she has examined the statement of assets and liabilities of MICHAEL W. DUNN and states that she has a full and complete understanding of the assets owned by MICHAEL W. DUNN.

17. ENTIRE AGREEMENT; ALTERATION OR MODIFICATION. This Agreement constitutes the entire agreement between the parties relating to their prenuptial property arrangements. There are no oral agreements between the parties respecting such prenuptial property arrangement.

18. BINDING EFFECT. This Agreement shall bind the parties hereto and their respective heirs, administrators, and assigns, and shall become effective only upon the consummation of the proposed marriage between the parties hereto, and if such marriage does not take place, this Agreement shall be null and void.

19. GOVERNED BY IOWA LAW AND SEVERABILITY CLAUSE. This agreement shall be governed by the laws of the State of Iowa and in the event any of the provisions of this Agreement are held to be invalid and unenforceable, the provisions shall be severable from the rest of this Agreement and shall not cause the invalidity or unenforceability of the rest of this Agreement.

20. JOINTLY HELD PROPERTY. Any other provisions of this Agreement to the contrary, notwithstanding, the parties may, during the marriage, acquire property, or interest therein, in both names, with or without right of survivorship. In such event, each party shall have an undivided one-half interest in said property subject to any lien indebtedness as to said

property, no matter by whom purchased. In the event any property is in the name of the parties as joint tenants at the death of one of the parties hereto, the survivor shall take said property absolutely, subject to said lien indebtedness against said property.

21. WAIVER TO FURTHER INFORMATION. Both parties agree that they have received all of the information concerning the other party's assets as may be desired, and that they waive any further right to additional information before the execution of this Agreement.

22. INCOME DISCLOSURE. Both parties are satisfied with the disclosure of income of the other party to the extent they now know it through their own personal interrelationship, and waive any requirement that the same be set forth herein.

23. REVOCATION. IT IS FURTHER AGREED that in the event the parties decide to revoke this agreement, that they shall do so in writing, signed by both spouses, and signed by attorneys representing each party with not less than fourteen days elapsing from the date of the review and signing of the agreement and the revocation agreement taking effect. Such revocation shall be ineffective until recorded with the recorder in the county where the parties maintain their primary residence or both counties if the parties are maintaining separate residences in separate counties.

Dated this 14th day of April, 1993.

MICHAEL W. DUNN

Dated this 14th day of April, 1993.

CINDY A. BREITBACH

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 14 day of April, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared MICHAEL W.

DUNN, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged the signing and execution thereof to be his voluntary act and deed.



Marlys E Rees
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 14 day of April, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared CINDY A. BREITBACH, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged the signing and execution thereof to be her voluntary act and deed.



Marlys E Rees
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA