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(X) RONALD V. DZABOFF | Box 220 | Earlville | 319-922-3617
Prepared By: | Address: | City: | Phone No.:

Form 1. Complete Mutual Release PREMA

Premarital Agreement

THIS PREMARITAL AGREEMENT, made and entered into this 8th day of July, 1998, by and between Ronald Dzaboff, of Earlville, IA, _____, hereinafter called First Party, and Connie Luensman, of 541 N. Chestnut, Monticello, IA, hereinafter called Second Party, WITNESSETH:

Whereas the parties intend to marry, and in anticipation thereof desire to fix and determine by antenuptial, or premarital, agreement that each of them shall waive, relinquish, release, and renounce any and all claim in and to the property of the other after their marriage; and

Whereas there has been a full, fair, and adequate disclosure of assets of the parties, as well as full opportunity for independent legal counseling concerning the matters contained in this Agreement;

NOW, THEREFORE, it is agreed as follows:

1. Separate ownership of property. After the marriage of the parties each shall continue to hold and retain separate title and rights in and to any and all property each owns at the time of marriage or at any time acquired after their marriage. Each party acknowledges that the other shall have full and unrestricted right to sell, transfer, assign, encumber, or otherwise dispose of such separate property, and income therefrom (including interest, rents, dividends, and stock splits), free from any claim, demand, community property rights, or statutory interest of the other which might have arisen in any way because of the marriage of the parties.

Property "acquired after their marriage" as mentioned above refers to any and all items or assets which are replacements or exchanges for existing items or assets.

Any wages or earnings of the parties shall remain their separate property in all respects as described above.

2. Release of estate and election rights. The parties further waive,

relinquish, release, and renounce any and all rights each may have and later acquire as surviving spouse upon the death of the other, including any right of election to take against the will of the other, any right to claim an amount from the estate of the other if he or she should die intestate, any right to serve as executor or administrator of the other, and any and all other marital rights. It is the intention of the parties here that the property and estate of the other shall pass only to those specified in any last will and testament of the decedent, or to the decedent's lawful heirs in the event of intestacy, free and clear of claim, interest, widow's or widower's allowances, dower or curtesy rights, surviving spouse's homestead election rights, or other election rights they might otherwise have in respect to the will or estate of the other party.

Nothing herein shall be construed to constitute a release or waiver of any devise or bequest left to either by specific provision in the last will and testament of the other, nor a relinquishment of any property voluntarily transferred, or joint tenancy created, by the other. The parties affirmatively state, however, that no promises or representations have been made or received by either of them that any such bequest, devise, or transfers shall in fact be made to the other.

3. Disclosure of assets, informed and voluntary signing. The parties acknowledge that each has made good, fair, and adequate disclosure of his or her assets. The parties have discussed the nature and extent of the assets of each. First Party's present assets have a fair and reasonable market value of approximately $_____, and Second Party's present assets have a fair and reasonable market value of approximately $_____, all as summarized on the Disclosure List attached to this Agreement. Each party acknowledges that he or she has had adequate time to fully weigh the consequences of signing this Agreement, and has not been pressured, threatened, coerced, or unduly influenced to sign this Agreement. Each party has had full opportunity to obtain the benefit of independent legal counsel upon the matters in this Agreement, the applicable law, and the options available to him or her.

4. Signing necessary documents. The parties shall make, execute, and deliver any and all documents, including statutory waivers, consents, joinders, or releases necessary to effectuate their above-mentioned intentions.

5. Consideration. The consideration for this Agreement is the marriage of the parties and their mutual promises herein. In the event

the marriage does not take place, this Agreement shall have no force and effect whatsoever.

6. Binding nature of Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, administrators, and personal representatives.

7. Entire Agreement, Amendment. This Agreement, including the attached Disclosure List, constitutes the entire understanding of the parties, and there are no other provisions, representations, or promises, express or implied, oral or written, other than as specifically set forth in this Agreement.

No amendment or termination relating to this Agreement shall be effective unless made in writing and executed by the parties with the same formalities as this Agreement.

8. Severability. In the event that any provision of this Agreement is held to be illegal, invalid, unenforceable, or against public policy, the remaining provisions of the Agreement shall nonetheless be considered valid and effective and shall be fully enforceable accordingly.

9. Controlling State law. This Agreement shall be construed and governed by the laws of the State of Iowa.

Dated and signed by the parties the year and day first set forth above.

First Party: Ronald V. Dzubuff

Second Party: Connie S Lueneman

State of Iowa
ss:
County of Dubuque

On this 8th day of July, 1998, before me, a notary public in and for said county and state, personally appeared Ronald V. Dzubuff and Connie S Lueneman to me personally known, who did acknowledge that they signed the foregoing Agreement, and that they signed the same as their voluntary act and deed.

JEANNE OBERBROECKLING NOTARIAL SEAL IOWA

Joanne Oberbroeckling
Notary Public in and
for said County and State

My commission expires: 9-15-2000

[redacted] RVD