

THIS AGREEMENT MADE IN TRIPLICATE THIS 10<sup>th</sup> day of December, 2007

## BETWEEN:

**MATTHEW VAUGHAN ARNOLD**

of the City of Adger  
in the State of Alabama

- AND -

**TIFFANY NAISH DODSON**

of the City of Helena  
in the State of Alabama



20071214000564210 1/12 \$44.00  
Shelby Cnty Judge of Probate,AL  
12/14/2007 09:44:36AM FILED/CERT

# PRENUPTIAL AGREEMENT

## BACKGROUND

- A. This Prenuptial Agreement is made between **MATTHEW VAUGHAN ARNOLD** (hereinafter called "                    ") and **TIFFANY NAISH DODSON** (hereinafter called "                    ") 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 Alabama, including any Uniform Premarital Agreement Act, or other applicable laws, adopted by the State of Alabama;
- 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. Each party acknowledges and agrees that they have had an opportunity before signing to consult with independent legal counsel in their jurisdiction and of their

choice. Notwithstanding, they have chosen to expressly and voluntarily waive their right to legal counsel;

- G. The parties have exchanged financial statements providing full and complete disclosure of substantially all of the assets property now owned or owing by each of them and voluntarily and expressly waive any other rights to disclosure of the property or financial obligations of each other beyond the disclosure provided;
- H. The parties acknowledge that they have been provided with a reasonable period of time to review this Agreement and obtain legal advice before signing;
- I. Each party agrees and affirms the following:
  - 1. THAT the parties did execute the Agreement voluntarily;
  - 2. THAT this Agreement was not unconscionable when it was executed;
  - 3. THAT both parties were provided prior to execution of the Agreement a fair and reasonable disclosure of the property or financial obligations of the other party; and
  - 4. THAT he or she did have, or reasonably could have had, an adequate knowledge of the property or financial obligations of the other party.

**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. Except as otherwise provided in this Agreement, such property as is itemized in the list attached hereto will be and remains the property of the owner described in the said schedule and the other party will have no right to or interest in such present property.
- 2. The parties hereby 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 separate property owned solely by one party unless there is proof of shared legal ownership.
- 3. Unless a particular piece of property is explicitly documented as being owned by both parties, the following types of property will not be deemed as shared property:
  - a. any property owned by a party at the date of execution of this Agreement;

- b. any property owned by a party after the date of execution of this Agreement;
  - c. any property acquired in exchange for present property, or from the proceeds of a sale of present property, whether direct or indirect, of a disposition of present property;
  - d. any income or proceeds derived from property owned by a party before or after the execution of this Agreement;
  - e. any property acquired by either party with income received during their marriage from property owned by a party before or after the execution of this Agreement;
  - f. any increase in value during the period of marriage of any property owned by a party before or after the execution of this Agreement;
  - g. any property acquired by a party by gift from the other party;
  - h. any property acquired by a party by gift from a third party;
  - i. any property acquired by a party through an inheritance;
  - j. any winnings from any sport, game or lottery;
  - k. any award or settlement acquired from a lawsuit;
  - l. any proceeds from an insurance policy;
  - m. any earnings, salary or wage, acquired before or after the execution of this Agreement; and
  - n. any savings acquired before or after the execution of this Agreement.
4. The shared property owned by both parties at the execution of this Agreement, however and whenever acquired, will be owned and managed by both parties at all times and will remain the property of both parties after the execution of this Agreement.
5. In the event of the parties separating, or upon the death of a party, any jointly-acquired or jointly-held property will be deemed to be owned in the following manner:

Matthew Vaughan Arnold does not own any real property at this time.

The owner of real property at 7468 Wyndham Parkway Helena, Alabama is Tiffany Naish Dodson. She owns the property and all the equity in the home. The total equity in the home is \$50,000.00 In the event the couple should divorce all rights to the property at 7468 Wyndham Parkway Helena, Alabama and equity will go back

to Tiffany Naish Dodson. Matthew Vaughan Arnold will receive no rights or equity/money from real property 7468 Wyndham Parkway Helena, Alabama . If the parties decide to purchase another home together, with use of the equity from the current home as down payment for the new home that \$50,000.00 will go into the new home as equity down payment. In the event the parties agree to separate/divorce the property will be retained by both parties until an agreement can be made as to who lives there or if they choose to sell the property. The equity in the amount of \$50,000.00 must and will be given back to Tiffany Naish Dodson whether the property is sold or retained because she has to pay her parents part out of the real property and Matthew Vaughan Arnold will have no claim in the \$50,000.00 If she should proceed in death to her husband Matthew Vaughan Arnold he will have to pay her father/mother, Timothy L. Naish/Sandra N. Naish his/her part in ownership of the real property in the amount of \$50,000.00. Matthew Vaughan Arnold will use Tiffany Naish Dodson's life insurance policy to pay off her parents part of the real property. After the \$50,000.00 is paid to Timothy L. Naish/Sandra N. Naish, Matthew Vaughan Arnold will then have rights to the real property. In the event Matthew Vaughan Arnold proceeds Tiffany Naish Dodson in death, the real property will be owned by Tiffany Naish Dodson/her parents and all the equity.

6. 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 provided such gift or transfer is evidenced in writing signed by both parties.
7. 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 shall be presumed to be jointly-owned property of the parties.

### **DEBTS**

8. The separate debts owing by each party at the execution of this Agreement, however and whenever acquired, will be owed solely by such party at all times and will remain the separate debts of such party after the execution of this Agreement, with no financial obligations owing by the other party upon separation or otherwise.
9. The parties hereby acknowledge that with respect to any determination of responsibility of debts that may occur in the event of the parties separating, all debts will be treated as separate debts owed solely by one party unless there is proof of joint financial obligations.
10. Unless a particular debt is documented as being owed by both parties, the following types of debts will not be deemed as shared debts:

- a. any debts already owing by one party at the date of execution of this Agreement; and
  - b. any debts incurred by one party during the marriage.
11. The shared debts owed by both parties at the execution of this Agreement, however and whenever acquired, will be owed by both parties at all times and will remain the debts of both parties after the execution of this Agreement.
  12. In the event of a separation, each party will be financially responsible for 50% of any jointly-acquired or jointly-held debts, regardless of the initial or ongoing proportion of each party's borrowed amount, unless the parties otherwise agree in writing.
  13. All pension/401k will be separate. In the event of divorce both parties will continue to keep there pension/401k separate.
  14. Savings and checking accounts will be separate. If the parties decide to open a joint account together. Then in the event of divorce the joint accounts must be divided equally all other accounts will go back to individual who owns them.
  15. In the event of inheritance money. That will be kept separate also. Neither party can take inheritance money away from either party in the event of divorce.

#### **CHILDREN**

16. The parties acknowledge that Matthew Vaughan Arnold has a dependent child from a previous relationship, namely:

Jayden Vaughan Arnold born 6/14/2005    Tiffany Naish Dodson is not responsible for the financial care and well being of this child in the event of marriage or divorce. Further more, Tiffany Naish Dodson's income will not be used as a liability of Child Support to Jayden Vaughan Arnolds biological Mother.
17. The parties further acknowledge that in the event of a separation, any rights and obligations of the parties relating to the children of the parties, including the issues of child support, custody and access, will be governed by Federal laws and/or the laws of the State of Alabama.
18. The parties recognize the authority of the court to determine what arrangements are in the best interests of the children, and understand that court orders may affect the arrangement of the parties as stated in this Agreement.

#### **SUPPORT**

19. In the event that there is a separation of the parties, the following will occur regarding spousal support:

No spousal support will be necessary, unless a child from both parties is acquired during the marriage. In that case spousal support will be required by Matthew Vaughan Arnold.

### **ESTATES AND TESTAMENTARY DISPOSITION**

1. Except as provided herein, 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.
2. Nothing in this agreement will invalidate or prevent either party from naming the other as a beneficiary by will or other testamentary disposition.
3. 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.

### **SEVERABILITY**

1. 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**

2. 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**

3. 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**

4. 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**

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

#### **ENUREMENT**

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

#### **GOVERNING LAW**

7. The laws of the State of Alabama 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**

8. 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 as of the day and year first written above.

#### **SIGNED, SEALED AND DELIVERED**

In the presence of:

20071214000564210 8/12 \$44.00  
Shelby Cnty Judge of Probate, AL  
12/14/2007 09:44:36AM FILED/CERT

**AFFIDAVIT OF EXECUTION**

USA  
STATE OF ALABAMA  
TO WIT:

I, the undersigned,  
of the City of Bessemer,  
in the State of Alabama,

**MAKE OATH AND SAY:**

1. **THAT** I was personally present and did see Matthew Vaughan Arnold, 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. **THAT** the same was executed at the City of Bessemer, in the State of Alabama, and that I am the subscribing witness thereto.
3. **THAT** I know the said Matthew Vaughan Arnold, and he is in my belief of the full age of eighteen (18) years.

**SWORN BEFORE ME** at the City of  
Bessemer, in the State of  
Alabama this 6 day of December,  
2007,

Kelsey Phillips  
WITNESS  
Print Name: Kelsey Phillips

Connie N Hendrix  
NOTARY PUBLIC  
Print Name: Connie N Hendrix

My Commission Expires:

1-8-2008

Witness  
Printed Name: Kelsey Phillips

Matthew Vaughan Arnold  
Matthew Vaughan Arnold

Witness  
Printed Name: Ruth Harmon

Witness  
Printed Name: Peggy Johnston

Tiffany Naish Dodson  
Tiffany Naish Dodson

Witness  
Printed Name: Sarah Bowden



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**AFFIDAVIT OF EXECUTION**

USA  
STATE OF ALABAMA  
TO WIT:

I, the undersigned  
of the City of Bessemer,  
in the State of Alabama,

**MAKE OATH AND SAY:**

1. **THAT** I was personally present and did see Tiffany Naish Dodson, 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. **THAT** the same was executed at the City of Bessemer, in the State of Alabama, and that I am the subscribing witness thereto.
3. **THAT** I know the said Tiffany Naish Dodson, and she is in my belief of the full age of eighteen (18) years.

**SWORN BEFORE ME** at the City of  
Bessemer, in the State of  
Alabama this 6 day of December,  
2007,

Peggy Johnston  
WITNESS  
Print Name: Peggy Johnston

Connie N Hendrix  
NOTARY PUBLIC  
Print Name: Connie N Hendrix

My Commission Expires:

1-8-2008



20071214000564210 11/12 \$44.00  
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**CERTIFICATE OF ACKNOWLEDGMENT**

**STATE OF ALABAMA**

**COUNTY OF** Jefferson

1. This document was acknowledged under oath to my satisfaction by Tiffany Naish Dodson apart from Matthew Vaughan Arnold.
2. Tiffany Naish Dodson acknowledged to me:
  - a. **THAT** she is aware of the agreement and understands the provisions of the same.
  - b. **THAT** she is aware of the possible claims to property that she may have under the existing State legislation and that she intends to give up these claims to the extent necessary to give effect to the agreement.
  - c. **THAT** she is executing this document freely and voluntarily without any compulsion on the part of Matthew Vaughan Arnold.

**DATED** at the City of Bessemer, in the State of Alabama, this 6 day of December, 2007.

Connie N Hendrix

NOTARY PUBLIC

Print Name: Connie N Hendrix

My Commission Expires:

1-8-2008

**CERTIFICATE OF ACKNOWLEDGMENT**

20071214000564210 12/12 \$44.00  
Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA  
COUNTY OF Jefferson

1. This document was acknowledged under oath to my satisfaction by Matthew Vaughan Arnold apart from Tiffany Naish Dodson.
2. Matthew Vaughan Arnold acknowledged to me:
  - a. **THAT** he is aware of the agreement and understands the provisions of the same.
  - b. **THAT** he is aware of the possible claims to property that he may have under the existing State legislation and that he intends to give up these claims to the extent necessary to give effect to the agreement.
  - c. **THAT** he is executing this document freely and voluntarily without any compulsion on the part of Tiffany Naish Dodson.

DATED at the City of Bessemer, in the State of Alabama, this 6 day of December, 2007.

Connie N Hendrix  
NOTARY PUBLIC  
Print Name: Connie N Hendrix

My Commission Expires:  
1-8-2008