

**ANTENUPTIAL AGREEMENT
BETWEEN BLAKE HERMEL AND JENNA HERMEL**

This Agreement is made on _____, 2024, between Blake Hermel (“BLAKE”), a resident of Blue Earth County, Minnesota, and Jenna Hermel (“JENNA”) formerly known as Elsbeth Sydel Johnson (name changed granted November 9, 2023), a resident of Blue Earth County, Minnesota, to settle all rights each may have or claim in the property and income of the other by reason of their contemplated marriage.

**ARTICLE ONE
PURPOSE OF THE AGREEMENT**

1. The parties affirm that they are making this Agreement for the following purposes:
 - 1.1 BLAKE and JENNA wish to privately determine the rights and obligations they will have upon the death of either party or a termination of their marriage by dissolution, legal separation, or civil annulment (hereinafter sometimes referred to collectively as “Legal Proceeding”).
 - 1.2 BLAKE and JENNA have each acquired and may acquire significant business, real estate and/or other assets, which they would like to preserve. Absent the ability to privately contract to determine spousal rights upon death, dissolution, legal separation or civil annulment, this concern would prevent BLAKE and JENNA from marrying.

**ARTICLE TWO
RIGHTS IN PROPERTY AND INCOME**

2. The parties agree that notwithstanding any contrary provision of the laws of Minnesota or any other state or country, the provisions of this Agreement will determine the rights that each party will have in the property and income now owned or acquired by the other party before, during, or after the parties’ marriage.
 - 2.1 Nonmarital Property. For purposes of this Agreement, “Nonmarital Property” means the following interests in real and personal property:
 - 2.1.1 All property, benefits, and rights acquired before the marriage as disclosed and discussed on **Exhibit A**, with BLAKE’s financial disclosures, and on **Exhibit B**, with JENNA’s financial disclosures, are attached to this Agreement and said exhibits are incorporated herein by reference.
 - 2.1.2 All property which would be characterized as Nonmarital Property under Minnesota Statutes Chapter 518 and applicable Minnesota case law, to include but not be limited to each party’s prospective inheritances, trust benefits, and gifts.
 - 2.1.3 All interest, dividends, stock splits and other income, earnings and all appreciation or other increase in value and/or number of a party’s nonmarital property now owned or hereafter acquired, whether due to a party’s efforts, market forces, or any other factor.
 - 2.1.4 Each party’s income from employment and any retirement contributions from their income.

2.1.5. Any asset a party acquires or purchases, including paydown of encumbrances and other payments which increase equity, in exchange for his or her Nonmarital Property, or acquired with the proceeds of or other value from his or her Nonmarital Property.

2.1.6 Any increase in the value of all investments, real property or other assets set forth on **Exhibit A** or **Exhibit B** or acquired with BLAKE'S or JENNA'S nonmarital property, including increases due to BLAKE'S and/or JENNA'S efforts or contributions, the efforts of others, market conditions, or caused by any other factor, any investments of money, effort, or other personal or property contributions by BLAKE or JENNA into any real property or investment during the marriage, and any and all value and benefits flowing to BLAKE or JENNA from any business or investment, will be BLAKE'S or JENNA'S nonmarital property.

2.1.7 Any payment, benefit, property, property right, or interest received or promised pursuant to any order, decree, agreement, or judgment made prior to the marriage.

2.1.8 All income, fees, compensation, bonuses, wages, salaries, employee benefits, Social Security payments, pension income, dividends, stock splits, maintenance payments, rent, and other earnings received by a party from any source, and all appreciation or other increase in value and/or number of a party's nonmarital property now owned or hereafter acquired, whether due to a party's effort or contributions, market forces, or any other factors.

2.1.9 Any and all investment accounts, retirement accounts, 401(k), 403(B), profit sharing, annuities, pensions and other qualified or non-qualified plans or accounts and including any appreciation thereon whether due to a party's efforts, investments before or during the marriage, market forces, or any other factors.

2.1.10 Without limiting the foregoing definitions, BLAKE's Nonmarital property shall include his business interests and rental real estate holdings and any increase in value during the parties' marriage.

2.2 **Marital Property.** For purposes of this Agreement, "Marital Property" means all real and personal property acquired during the marriage, which is not "Nonmarital Property" as defined above. **The parties intend that any property would be nonmarital property except to the extent created by intentional action in compliance with section 3.5 of this Agreement.**

2.3 **Shared Accounts – References Not Determinative.** Reference to property as "ours" and/or jointly held title does not create a presumption of joint ownership in property which is otherwise Nonmarital Property. Property which would otherwise be Nonmarital Property as defined in this Agreement will not be converted to Marital Property unless the specific requirements of section 3.5 are met.

**ARTICLE THREE
RIGHTS DURING MARRIAGE**

3. During the marriage of the parties:
- 3.1 **Control of Nonmarital Property.** Neither party will acquire by reason of the contemplated marriage for himself or herself, his or her heirs, assigns or creditors any interest in or right to control the other's Nonmarital Property.
- 3.2 **Disposition of Nonmarital Property.** The Nonmarital Property of each party will be subject to such party's exclusive use and control, and each party will have the right to encumber and dispose of his or her Nonmarital Property upon his or her sole signature. Each party will cooperate fully, including signing relevant documentation if necessary to facilitate the transfer or other necessary action with respect to the other party's Nonmarital Property. It is acknowledged and agreed that each party may make gifts of his or her Nonmarital Property to his or her issue, other persons, or entities and the other party will cooperate fully to facilitate making such gifts in the maximum amount determined by the donor party. Each party agrees that any gifts made by the other party ("Gifting Party") may be considered as made one-half by JENNA and one-half by BLAKE for federal gift tax purposes. Accordingly, each party agrees, in accordance with Section 2513 of the Code, to signify his/her consent to gifts made by the Gifting Party as considered one-half by JENNA and one-half by BLAKE. Such consent shall be made in accordance with Section 2513(b) of the Code. The Gifting Party will indemnify and hold the other party harmless from any and all taxes, interest or penalties (including reasonable attorney's fees) in connection with any such matters arising out of or related to the other party's consent to treat any gifts made by the Gifting Party as being made one-half by the other party.
- 3.3 **Additional Benefits.** Either party will have the right to provide additional benefits for the other by will, trust, beneficiary designation, or use of any other testamentary device or document effective upon death and neither party intends by this Agreement to limit or restrict in any way the rights and power to transfer and receive such conveyances.
- 3.4 **Restoration of Rights.** Either party may, subject to section 3.5 *infra*, during life or at death, including during any Legal Proceeding, restore statutory or other rights to the other party and no such restoration will be construed as a waiver or release of other obligations and waivers under this Agreement. Such restoration may occur at any time, whether or not a legal proceeding has been commenced. Any such restoration will be considered by any court in determining substantive fairness and enforceability of this Agreement.
- 3.5 **Documenting Gifts and Restoration of Rights.** An irrevocable lifetime gift from one party to the other and/or a release or restoration of a right in accordance with this Agreement must be evidenced by a writing which (a) identifies the property or the right, (b) specifically states that a gift, release or restoration is intended, (c) is signed by the party making the gift or releasing or restoring the right, and (d) is dated and witnessed by two witnesses or notarized. No gift, release or restoration of a right not so evidenced will modify the rights of the parties under this Agreement;

provided, however, that any gift of jewelry, clothing, vehicles, and similar personal use items will not be subject to this provision and will become the Nonmarital Property of the donee party. Notwithstanding the foregoing, either party will have the right to provide for the other party by will, trust, beneficiary designation, or use of any other testamentary device or document effective upon death, and neither party intends by this Agreement to limit or restrict in any way the rights and power to transfer and receive such testamentary conveyances.

- 3.6 Liabilities and Nonmarital Property. Each party's Nonmarital Property will remain free from any encumbrance resulting from liabilities of the other party unless otherwise agreed by the parties in writing meeting the requirements of section 3.5, *supra*. If either party is required by law to pay a liability or cost of the other not mutually agreed to from that party's Nonmarital Property, the party incurring the debt will indemnify and reimburse the payor party.

ARTICLE FOUR RIGHTS UPON COMMENCEMENT OF A LEGAL PROCEEDING

4. The following terms and conditions shall apply to any Legal Proceeding regarding the parties' marriage.

4.1 Rights to Nonmarital Property. Both parties have been advised that parties to a proceeding for dissolution or legal separation may be permitted to perform appraisals or other evaluative procedures with respect to Marital Property or Nonmarital Property. Both parties have knowingly and intelligently waived any right or ability to conduct any appraisal or other evaluative procedure with respect to the other party's Nonmarital Property except as provided in section 4.5. Neither party shall have the other party's Nonmarital Property appraised or evaluated in any way. Except as otherwise provided in this Agreement, each party will be released from all claims of the other party against his or her Nonmarital Property as defined in this Agreement. Each party specifically waives the right to any invasion on the Nonmarital Property of the other based on unfair hardship as provided for in Minnesota Statutes section 518.58 as amended. Each party will retain free and clear of any claim of the other party all of his or her benefits, assets, and value defined as Nonmarital Property in this Agreement, and under applicable law.

4.2 Rights to Personal Property. Upon commencement of a legal proceeding, JENNA shall be entitled to all right, title, and interest in all furniture, furnishings, household belongings, and other personal items in the parties' homestead and any accounts held jointly with right of survivorship.

4.3 Life Insurance. BLAKE shall secure and maintain a life insurance policy naming JENNA as the sole beneficiary with a benefit of at least \$2 million. In the alternative, BLAKE may create an estate plan that results in JENNA receiving a gross amount of at least \$2 million from his estate.

4.4 **Vehicle.** In the event of a legal proceeding, BLAKE shall purchase a new vehicle for JENNA, of her choice, which shall be JENNA's nonmarital property. The purchase price of the vehicle shall not exceed \$100,000.

4.5 **Property Settlement.** In the event of a legal proceeding, BLAKE shall pay JENNA a property settlement based upon their years of marriage.

Years of Marriage	Amount of Property Settlement BLAKE pays JENNA
0 – 5	\$500,000
6 – 10	\$800,000
11 – 15	\$1,000,000
16 +	\$1,500,000

Unless otherwise agreed, BLAKE shall pay JENNA the property settlement based upon the above table, within 180 days after entry of the parties' divorce decree.

4.6 **Spousal Maintenance.** Except as described in paragraph 4.6.1 below, BLAKE and JENNA each waive all rights to make any claim against the other for temporary or permanent spousal maintenance, alimony, or other periodic payment for spousal support if a Legal Proceeding is commenced. This waiver is made in consideration of the mutual agreements contained in this Agreement. The parties also agree that the mutual waiver of spousal consent or other spousal support is consistent with applicable Minnesota statutory and case law, including *Karon v. Karon*, 435 N.W.2d 501 (Minn. 1981) and the court shall be divested of jurisdiction toward any other temporary or permanent spousal maintenance or spousal support to the other party. Except as described in paragraph 4.6.1, below, the parties agree that the court shall have no jurisdiction to award temporary or other maintenance or spousal support to either party.

4.6.1. **Temporary Maintenance.** If upon dissolution of marriage, BLAKE has individual gross annual income of at least \$150,000, and by mutual agreement to care for joint child(ren), BLAKE shall pay JENNA temporary maintenance of \$7,500 per month for six months commencing the first day of the month following entry of the divorce decree. JENNA waives all rights to make any additional claim against BLAKE for spousal maintenance or other spousal support if a legal proceeding is commenced. This waiver is made in consideration of the mutual Agreements contained in this Agreement. The parties acknowledge that the waiver is fair and equitable and supported by adequate consideration. The parties also agree that the mutual waiver of spousal consent or other spousal support except as provided herein is consistent with applicable Minnesota statutory and case law, including *Karon v. Karon*, 435 N.W.2d 501 (Minn. 1981) and the court shall be divested of jurisdiction toward any other temporary or permanent spousal maintenance or spousal support to the other party.

4.7 **Marital Property.** The parties' Marital Property, if any has been explicitly created, will be divided equally between them, except as otherwise provided herein.

4.8 Real Property located at 3814 Sioux Lane, Madison Lake, MN, 56063. BLAKE and JENNA agree that in the event of a legal proceeding, the real property located at **3814 Sioux Lane, Madison Lake, MN, 56063**, and any other real property which is BLAKE'S Nonmarital Property shall be awarded to BLAKE. Upon commencement of a legal proceeding by either party JENNA shall have a maximum of 90 days to vacate the property located at **3814 Sioux Lane, Madison Lake, MN, 56063**, and any other real property which is BLAKE'S Nonmarital Property. BLAKE shall pay JENNA a \$150,000 advance on the Property Settlement in 4.5 for her housing expenses until receipt of the entire Property Settlement.

4.9 Jointly Held Assets. Any jointly held assets acquired during the marriage from both parties' Nonmarital Property will be divided between the parties in proportion to the actual monetary consideration provided by each. Such assets that cannot be so divided will be sold, and the net proceeds (e.g., after costs of sale and any applicable taxes) attributable to each party's proportionate contribution will be distributed to that party. Either party will have the opportunity to purchase the other party's interest in the asset at a price to be established between the parties or by an independent neutral appraiser. If the parties are unable to agree upon either a value or identification of an independent and neutral appraiser, the parties shall each select an appraiser and those appraisers will select a third appraiser, who will provide the independent neutral appraisal. If both parties wish to purchase the asset and the parties cannot agree on the disposition, the issue will be submitted for final decision to binding arbitration with a qualified family law arbitrator. The arbitration shall be governed by the provisions of Minnesota Statutes sections 572.08 to 572.30.

4.10 Waiver of Nonmarital Hardship Rights. Each party specifically waives the right to any invasion of the Nonmarital Property of the other based on unfair hardship as provided for in Minnesota Statutes section 518.58 as amended or any other similar law or under any other equitable or legal theory. Each party will retain free and clear of any claim of the other party all of her or his benefits, assets, and value defined as Nonmarital Property in this Agreement.

4.11 Consideration for Agreement. The consideration for these waivers under this Article are the mutual covenants made by BLAKE and JENNA in this Agreement, the respective relative net worth of each party's Nonmarital Property, BLAKE's financial contributions to the home, and the property settlement to JENNA contained in this Agreement.

4.12 Binding Settlement Agreement. The parties shall be bound by this Agreement the same as if it were executed contemporaneously with and incident to any Dissolution. Any decree of legal separation or dissolution of marriage shall incorporate the terms of this Article 4 with respect to the rights of the parties.

4.13 Release of Claims. Except as otherwise provided in this Agreement, each party will be released from all claims of the other party against his or her Nonmarital Property as defined in this Agreement. Each party specifically waives the right to any invasion of the Nonmarital Property of the other, as contemplated by Minnesota Statutes section 518.58, subdivision 2.

4.14 **Effecting Provisions.** The parties intend this Agreement to provide an expedient resolution of all issues in the event of a Legal Proceeding and intend to be bound by its terms. To effect this intent, the following duties and obligations will apply:

4.14.1 Any appropriate pleadings seeking a Legal Proceeding will specifically reference this Agreement and a copy of this Agreement will be attached to such pleadings.

4.14.2 The validity and enforceability of this Agreement will be immediately acknowledged in the pleadings and by a written stipulation by the parties.

4.14.3 In the event either party challenges the enforceability or interpretation of any term of this Agreement, the issue will be bifurcated and immediately submitted to a court of competent jurisdiction for determination or, if the parties agree, to a Consensual Special Master or to binding arbitration for determination pursuant to Minnesota Statutes sections 572.08 to 572.30.

4.14.4 The parties will cooperate fully so any needed Court orders or arbitration decisions implementing the provisions of this Agreement are entered expeditiously.

4.14.5 The parties may change the beneficiary of any applicable life insurance or trust they have established and may continue to use and control their Nonmarital Property as defined in this Agreement, regardless of the standard restraining orders contained in a Summons or other order generated in the Legal Proceeding. Neither party shall seek any order from the Court which is inconsistent with the provisions of this Agreement.

4.15 **Valuation Date.** The parties agree the valuation date for a Legal Proceeding will be the date the Legal Proceeding is commenced by service of a Summons and Petition.

4.16 **Attorney's Fees and Other Professional Fees and Costs.** Each party will be responsible for his or her own attorney's and other professional fees and costs relating to any Legal Proceeding without contribution from the other party. Provided, however, if either party challenges the enforceability of any provision of this Agreement and is unsuccessful in that challenge, the prevailing party shall have the right to seek payment of all the professional fees and costs including, but not limited to, attorneys, accountants, appraisers, mediators, and Consensual Special Magistrates/arbitrators incurred by the prevailing party to enforce the Agreement if the non-prevailing party has acted in bad faith or made a frivolous claim or argument in challenging the enforceability of this Agreement.

4.17 **Procedural and Substantive Fairness.** In entering into this Agreement, BLAKE and JENNA are mindful of the procedural and substantive fairness requirements as set forth in *McKee-Johnson v. Johnson*, 444 N.W.2d 259 (Minn. 1989) and Minnesota Statutes section 519.11. BLAKE and JENNA have entered into this Agreement in compliance with those requirements.

4.17.1 **Reasonable Expectations of the Parties.** BLAKE and JENNA acknowledge that they have explored and discussed with their attorneys the substantive fairness of the provisions of this Agreement with respect to the rights and claims of each of them in the event of the termination of their marriage by a death or legal proceeding. The parties have entered into this Agreement after consideration of and reflection about their reasonable expectations for the future. By signing this Agreement each

acknowledges this Agreement is substantially fair at the current time and will be substantively fair under foreseeable future events, including, but not limited to the following foreseeable future events, which the parties have discussed and under which the parties agree this Agreement should be enforced:

- The oftentimes unpredictable nature of the real estate market and BLAKE'S various businesses, as listed on **Exhibit A – Blake Hermel's Personal Financial Statement (PFS)** dated November 21, 2023.
- The nature and estimated value of the property each of them now owns or which provides benefits to them;
- The discrepancy in their incomes and assets and the discrepancy that will likely exist in the future;
- The parties' relative economic prospects if the marriage now contemplated does not occur;
- The parties' current health status and the possibility of one or both of them may suffer declining health in the future and suffer the costs associated with such a decline, including partial or total disability;
- The possibility that a party's net worth may decline rather than grow in the future; and
- The likelihood that no Marital Property will be accumulated during the marriage.

After considering these and all other factors which they consider pertinent, BLAKE and JENNA agree that the provisions of this Agreement are not only fair and reasonable at the time of execution of this Agreement, but they have every reason to expect that such provisions will be fair and reasonable in the event of a termination of their marriage by a legal proceeding or the death of one of the parties during the marriage now contemplated.

4.17.2 Acknowledgement of Procedural Fairness. The parties have each disclosed their respective assets, liabilities, earnings and other income to the other, as summarized in this Agreement and its Exhibits. Both parties not only have had unrestrained access to advice from independent counsel but have engaged in negotiations where each party has made additional concessions in response to proposals or counter-proposals made by the other party or through counsel. Each party has had the opportunity to independently chosen his or her counsel; there has been no pressure, coercion or undue influence regarding either the selection of counsel or the unrestrained access and use of counsel. The parties also acknowledge that they have complied fully with the requirements of Minnesota Statutes section 519.11, subdivision 1. The parties acknowledge and agree that this Agreement is procedurally fair both under common law and under applicable Minnesota statutory and case law.

4.18 Substantive Fairness.

4.18.1 It is the parties' intention and expectation as set forth specifically in this Agreement, that this Agreement replaces their rights under applicable Minnesota law in the event of a legal proceeding. It is the parties' intent and agreement that the substantive fairness of this Agreement at the time of enforcement should *not* be determined by comparing what is being received under this Agreement to what either party would receive under applicable law in the absence of this Agreement. The primary purpose of this Agreement is to alter applicable Minnesota law regarding property rights, the right to receive spousal maintenance and other applicable rights under state statutory law involving termination of a marriage by a legal proceeding.

4.18.2 It is the parties' intent and agreement that the substantive fairness of this Agreement at time of enforcement should not be determined by comparing what is being received under this Agreement to what either party would receive under applicable law in the absence of this Agreement. It is not intended that this Agreement will approximate a division suggested by property division statutes in either the Minnesota Probate Code or in the Minnesota marital law affecting dissolution, legal separation or annulments of marriage. Accordingly, neither party will seek an appraisal or other valuation of the Nonmarital Property owned by the other party; neither party will present legal arguments to the court that it should determine what a party should receive under applicable law in the absence of this Agreement as compared to what a party is entitled to receive under the provisions of this Agreement. The primary purpose of this Agreement is to alter applicable Minnesota law regarding property rights, the right to receive spousal maintenance and other applicable rights under state statutory law involving termination of a marriage by a legal proceeding.

ARTICLE FIVE RIGHTS UPON DEATH

5. In the event of the death of either party:
- 5.1 Rights in Nonmarital and Marital Property. The surviving party will have no rights as a surviving spouse in the Nonmarital Property or Marital Property of the deceased party except as provided in this Agreement.
 - 5.3 Rights in Personal Property. The surviving party shall be entitled to all right, title, and interest in all furniture, furnishings, household belongings and other personal items in the parties' homestead and any accounts held jointly with the right of survivorship.
 - 5.4 Life Insurance. BLAKE shall secure and maintain a life insurance policy naming JENNA as the sole beneficiary with a benefit of at least \$2 million. In the alternative, BLAKE may create an estate plan that results in JENNA receiving a gross amount of at least \$2 million from his estate.
 - 5.5 Waiver of Rights. Both parties renounce and knowingly waive any statutory or other rights they may possess (a) granting priority to a surviving spouse in the

appointment and selection of a personal representative of the deceased spouse's estate; (b) to the Nonmarital and/or Marital Property of the deceased spouse under any law, including but not limited to a law conferring dower or curtesy rights; (c) to an allowance for support and maintenance from the deceased spouse's estate; (d) to any right in the cemetery lot which would be accorded to a surviving spouse, and (e) to renounce or elect against (i) any bequest, devise, legacy or gift in the decedent's will or other testamentary instrument, or (ii) the transfer by the decedent of Nonmarital Property, during his or her lifetime, in which the surviving spouse might have an interest but for the execution of this Agreement.

5.5.1 Nothing in this Agreement will prohibit either party from being more generous in their respective estate plans or beneficiary designation than as set forth in this Agreement. To the extent that either party's estate plan conflicts with this Agreement, the party's estate plan shall control.

- 5.6 Statutory Rights of a Surviving Spouse to Intestate Estate. Both parties renounce and knowingly waive any rights they would have as a surviving spouse in the property or estate of the deceased party under any law governing the descent and distribution of intestate property, and if any interest in the property or estate of the deceased party is held to have passed to the surviving party under any such law, the surviving party will disclaim such interest or immediately transfer it to those who would have been entitled to receive it had he or she not survived the deceased party.
- 5.7 No Waiver or Renunciation of Devise, Rights of Survivorship or Bequest by Beneficiary Designation. Nothing in this Agreement shall be construed as a bar, waiver or renunciation by either party of any property that said party may acquire by devise, as a joint tenant with rights of survivorship, or as a designated beneficiary from the other party.

ARTICLE SIX CONSENTS TO TRANSFERS

6. Each party agrees that, in consideration of the waivers of rights and other provisions of this Agreement, upon the request of the other party or of his or her heirs, legal representatives, assigns, or devisees, he or she will:
- 6.1 Execution of Release. Execute and acknowledge any instrument concerning any Nonmarital Property of the other, to evidence the release of his or her rights in such property; and to enable the owning party to freely exercise all rights of ownership in such Nonmarital Property.
- 6.2 Retirement Plans. Execute any consent required under the Retirement Equity Act of 1984 or other requirements of any plan or law, to permit the designation of a beneficiary other than the spouse for death or survivor benefits payable under a retirement plan which exists now or is acquired by a party in the future.
- 6.3 Execution to Transfer. Execute and acknowledge any instrument that may be reasonable or necessary to transfer any interest in Nonmarital Property of the other acquired under a community property or other law, to the person entitled to the property in accordance with this Agreement.

- 6.4 **Consents.** Execute a consent to any will or trust that does not conflict with this Agreement, and execute a waiver of the right of election of a surviving spouse and the rights of the surviving spouse to the homestead, exempt property and family allowances, or any of them, pursuant to Minnesota Statutes section 524.2-204 or any successor provision.
- 6.5 **Life and Disability Insurance.** Execute any consent required under any plan or law to permit the designation of a beneficiary other than the spouse for any benefits under a policy which exists now or is acquired by a party in the future.

ARTICLE SEVEN CONSTRUCTION OF AGREEMENT

7. The parties agree that the following provisions will govern the interpretation and enforcement of this Agreement.
- 7.1 **Effective.** This Agreement will become effective only on the solemnization of the parties' marriage.
- 7.2 **Severance.** If any part of this Agreement is held unenforceable, the remaining parts of this Agreement will remain enforceable.
- 7.3 **Enforcement.** No failure of a party to enforce any part of this Agreement will affect either party's right to enforce any other part of this Agreement. No waiver of a breach of any part of this Agreement will waive any succeeding breach of any other part of this Agreement.
- 7.4 **Obligations Imposed by Law.** This Agreement will not alter any obligation imposed by law on either party to support a child of this marriage.
- 7.5 **Exhibits A and B.** Minor inaccuracies in **Exhibit A** or **Exhibit B** to this Agreement are contemplated by both parties and shall not affect the enforceability of this Agreement.
- 7.6 **Modification.** The terms and provisions of this Agreement will be subject to modification and amendment by mutual Agreement of the parties at any time and from time to time, but such modifications and amendments will be effective only after they have been made in writing, executed, witnessed by two witnesses, and with a sworn acknowledgment by the parties. Any modification and amendment of this Agreement shall not be deemed a post-nuptial agreement as defined in Minnesota Statutes section 519.11. The parties specifically agree that the requirements of said statute are not applicable to any modification and amendment of this Agreement.
- 7.7 **Minnesota Law Governs.** Except as provided at Article 8.1 below, the validity, interpretation, and enforcement of this Agreement will be governed by the laws of the State of Minnesota, and this Agreement will bind and be enforceable by the parties and their heirs, legal representatives, assigns, and devisees.
- 7.8 **Foreign Property.** Except as provided at Article 8.1 below, if during their marriage the parties are residents of, or own property situated in any state or country other than Minnesota and the United States, their interests and rights in such property

will, notwithstanding the law of such state or country, be determined under this Agreement.

- 7.9 **Captions.** Captions are for convenience only and are not intended to alter any of the provisions of this document.

ARTICLE EIGHT CHANGE OF RESIDENCE OR APPLICABLE LAW

8. The parties agree that the following provisions will apply in the event of a change of their state and/or country of residence or of the current law in Minnesota.
- 8.1 **Foreign Residence.** Any time during their marriage, if the parties establish a new residence in a different state or country:
- 8.1.1 The parties will promptly obtain review of this Agreement by local legal counsel;
- 8.1.2 Each party will agree to amendments to this Agreement, transfers of interest or execution of other Agreements, documents, or instruments that are reasonably necessary to conform to the law of the state or country, other than the United States, of the parties' residence and that as closely as possible effect the parties' original intentions as stated in this Agreement so this Agreement will be enforceable under the laws of that state or country; and
- 8.1.3 If necessary, each party will re-execute this Agreement, agree to other formalities and take all action necessary to conform to the law of the state or country, other than the United States, of the parties' residence.
- 8.1.4 Any litigation or arbitration involving this Agreement shall occur in Minnesota, unless the parties otherwise agree in writing.
- 8.2 **Compliance with Minnesota Law.** This Article will not be construed as negating the parties' intention to have the validity, interpretation and enforcement of this Agreement governed by Minnesota law. In the event the parties change their residence to another state or country they may amend this Agreement to have the law of that jurisdiction apply to the validity, interpretation and enforcement of this Agreement. Such a change will only be effective if it is in compliance with section 7.6, *supra*, and no legal proceeding is commenced within two years of the change. If a Legal Proceeding is commenced within two years, then Minnesota law will apply.
- 8.3 **Amendment to Comply.** In the event Minnesota law regarding a spouse's rights upon death, divorce, or legal separation or Minnesota law regarding antenuptial agreements changes so that all or any part of this Agreement would be unenforceable, then the parties agree to amend the Agreement in conformity with the changed law but to preserve the intent and operational effect of this Agreement. If an amendment cannot preserve the intent and operational effect of this Agreement, it shall not be made, and this Agreement shall be enforced pursuant to Minnesota law now in effect.

**ARTICLE NINE
CIRCUMSTANCES OF AGREEMENT**

9. The above Agreement is based on the parties' knowledge of their present circumstances, their reasonable expectations, and the professional counsel and advice they have received.
- 9.1 **Disclosures.** Each party has fully advised the other of the nature and probable value of his or her property.
- 9.1.1 **BLAKE** represents that the attached **Exhibit A** fully and fairly discloses his income, property and liabilities as of November 21, 2023. **BLAKE** represents that all of the statements contained in **Exhibit A** are true and correct to the best of **BLAKE'S** knowledge and belief based on the information available to **BLAKE** at the time of this Agreement. **JENNA** acknowledges that the values assigned to the property and financial obligations set forth in **Exhibit A** represent **BLAKE'S** best estimate of the current fair market value of **BLAKE'S** property, financial obligations, and income.
- 9.1.2 **JENNA** represents that the attached **Exhibit B** fully and fairly discloses her income, property and liabilities. **JENNA** represents that all of the statements contained in **Exhibit B** are true and correct to the best of **JENNA'S** knowledge and belief based on the information available to **JENNA** at the time of this Agreement. **BLAKE** acknowledges that the values assigned to the property and financial obligations set forth in **Exhibit B** represent **JENNA'S** best estimate of the current fair market value of **JENNA'S** property, financial obligations and income.
- 9.1.3 Both parties acknowledge that they have had sufficient time to understand the income and property affected by this Agreement.
- 9.1.4 Each party acknowledges and agrees that the values set forth in **Exhibit A** and **Exhibit B** for the various assets now owned by or for the benefit of the parties are good faith estimates of approximate value based on information now available to the parties. Said values may not coincide with the precise fair market value that would be determined by a professional appraiser or expert, and said values may not include accrued interest, appreciation, or changes in market factors since the estimate was made. Said values do, however, constitute a full and fair disclosure of all assets and liabilities to the best of each party's knowledge. Because valuation in some cases is an art and not a science and there may be differences of opinion as to the value of some assets, such differences will not affect the enforceability of this Agreement unless there is an intentional, fraudulent misrepresentation.
- 9.2 **Legal Representation.** **BLAKE** is represented by Kristy A. Mara, Esq., Honsa Mara & Kanne, 333 South Seventh Street, Suite 2300, Minneapolis, Minnesota 55402. **JENNA** is represented by is represented by Laura Blatti, Esq., with Kohlmeyer Hagen Law Office, Chtd., 150 St. Andrew Court, Suite 110, Mankato, Minnesota 55901.
- 9.3 **Legal Advice.** Each party has been fully advised by his or her chosen counsel that this Agreement imposes limitations or forfeitures of certain rights he or she would otherwise have under Minnesota law in the property and income of their spouse by reason of their marriage. The parties are informed:

9.3.1 Those rights which are, or may be, limited or forfeited by this Agreement include but are not limited to, all rights of a surviving spouse under Minnesota Statutes and all rights of a spouse under Minnesota Statutes.

9.3.2 Each party has also been advised that he or she may have or acquire other rights granted to spouses under the laws of other states and/or countries in which the parties, or either of them may reside or own property now or in the future and that such other rights will be limited or forfeited by this Agreement.

9.4 Specific Circumstances of This Agreement. The parties acknowledge and agree with the following:

9.4.1 BLAKE is currently 42 years of age. He has not been previously married. He has no right to receive or obligation to pay any prior spousal maintenance.

9.4.2 JENNA is currently 44 years of age. This is JENNA'S second marriage and she has two non-joint children. She is not currently known to be pregnant. She has no right to receive or obligation to pay any prior spousal maintenance.

9.4.5 BLAKE and JENNA have one child born during their relationship, currently age 4.

9.4.6 BLAKE works full time and is fully self-supporting.

9.4.7 JENNA does not work full time and is financially supported by BLAKE.

9.4.8 The parties anticipate their marriage date to be on or after February 24, 2024.

9.4.9 BLAKE provided JENNA with an electronic copy of a draft of this agreement on November 22, 2023.

REMAINDER OF PAGE BLANK

THE UNDERSIGNED PARTIES AGREE TO THE PROVISIONS OF THIS ANTENUPTIAL AGREEMENT. THE PROVISIONS OF THIS AGREEMENT WILL BE EFFECTIVE ON THE LAST DATE SIGNED BY EITHER OF THEM IN DUPLICATE ORIGINALS.

IN WITNESS WHEREOF:

 Witness #1

 BLAKE HERMEL

 Witness #2

STATE OF MINNESOTA)
)ss.
 COUNTY OF BLUE EARTH)

On _____, 2024, BLAKE HERMEL, being first duly sworn, stated he has read and understood the foregoing Agreement and acknowledged that he signed the Agreement willingly and executed it as his own free and voluntary act for purposes therein expressed.

Notary Stamp or Seal (or other Title or Rank)

 Signature of Notary Public or Other Official

ATTORNEY CERTIFICATION

I, Kristy A. Mara, Esq., hereby certify that I am an attorney at law duly licensed and admitted to practice in the State of Minnesota. By signing this Agreement, I represent that I have discussed with my client the impact of this Agreement upon BLAKE HERMEL'S rights under Minnesota law. I make no representations as to the accuracy of the financial disclosures contained herein.

Dated: 1-26-2024



Kristy A. Mara (#0279122)
 Attorney for BLAKE HERMEL
 333 South Seventh Street, Suite 2300
 Minneapolis, MN 55402
 (612) 767-1901
 Email: kristy@honsalaw.com

IN WITNESS WHEREOF:

Witness #1

JENNA HERMEL

Witness #2

STATE OF MINNESOTA)
)ss.
COUNTY OF BLUE EARTH)

On _____, 2024, JENNA HERMEL being first duly sworn, stated she has read and understood the foregoing Agreement and acknowledged that she signed the Agreement willingly and executed it as her own free and voluntary act for purposes therein expressed.

Notary Stamp or Seal (or other Title or Rank)

Signature of Notary Public or Other Official

ATTORNEY CERTIFICATION

I, Laura Blatti, Esq., hereby certify that I am an attorney at law duly licensed and admitted to practice in the State of Minnesota. By signing this Agreement, I represent that I have discussed with my client the impact of this Agreement upon JENNA JOHNSON rights under Minnesota law. I make no representations as to the accuracy of the financial disclosures contained herein.

Dated: January 31, 2024

/s/ Laura Blatti

Laura Blatti (#0316313)
Attorney for JENNA HERMEL
150 St. Andrews Court
Suite 110
Mankato, MN 55901
(507) 625-5000
Email: lblatti@khmlaw.com

EXHIBIT A
FINANCIAL DISCLOSURES FOR BLAKE HERMEL
November 21, 2023

Wages/Income

Estimated 2023 W-2 wages from Hermel Co.:	\$501,400.00
Estimated rental income:	\$453,720.00
Distributions:	\$132,000.00
Other Income, Bank Director Fees:	<u>\$80,000.00</u>
	TOTAL: \$1,167,120.00

ASSETS:

I. Business Assets

Self-Employed full-time dba Sleeping Indian Vehicle Service, LLC, Ace Aviation, LLC.
 Blake also owns 5 rental Properties (See Schedule 5 of attached Personal Financial Statement (PFS))

Blake has an ownership interest in A. H. Hermel Company, Hermco 1 LLC, Hermel Farms, LLC, Alpine Co. LLC (dba Sleeping Indian), OMP Holdings, Hermel Investments, LLC, Beans Coffee Company, LLC, Cedar Ridge Holding Company, LLC, Cedar Ridge Business Interest Exp., and Personal Cub Aircraft (See attached PFS)

TOTAL: \$ 44,133,800.00

III. Cash accounts and life insurance:

Community Bank	\$278,000.00
Pioneer Bank	\$439,000.00
Bremer Bank	\$10,000.00
RBC	\$5,000.00
Westbank	<u>\$4,000.00</u>
	TOTAL: \$736,000.00

II. Residence

Primary Residence (included on PFS)	
3184 Sioux Lane, Madison Lake, MN 56063	\$2,500,000.00
Recreational Property (not included on PFS purchased in Jan. 2024)	
Highway 169, North Mankato, MN	No Equity, subject to a loan
	TOTAL: \$2,500,000.00

III. Life insurance:

Cash Surrender Value Life Insurance	TOTAL: \$38,411.00
-------------------------------------	---------------------------

IV. Personal Property/Boats, Misc.:

Value	TOTAL: \$130,000.00
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TOTAL ASSETS: \$47,538,211.00

LIABILITIES:

IV. Liabilities and Contingent Liabilities: TOTAL: (\$28,483,568.00)

BLAKE'S TOTAL ASSETS, LIABILITIES, AND LIABILITIES:

BLAKE'S ASSET TOTALS from PFS:	\$47,538,211.00
BLAKE'S TOTAL LIABILITIES from PFS:	<u>(\$28,483,568.00)</u>
BLAKE'S NET WORTH from PFS (attached):	\$19,054,643.00

See Attached EXHIBIT A - Personal Financial Statement (PFS) dated November 21, 2023.

EXHIBIT A

Page 1

PERSONAL FINANCIAL STATEMENT

NAME BLAKE D HERMEL SOCIAL SECURITY # 474020869
ADDRESS 3814 SIOUX LANE MADISON LAKE MN 56063
HOME PHONE _____ CELL # 5073810681 DATE OF BIRTH 112811981
EMPLOYER A.H. HERMEL CO POSITION PRESIDENT
EMPLOYER ADDRESS 23099 NORTH RIVERFRONT DR MANKATO MN 56001

NAME _____ SOCIAL SECURITY # _____
ADDRESS _____
HOME PHONE _____ CELL # _____ DATE OF BIRTH _____
EMPLOYER _____ POSITION _____
EMPLOYER ADDRESS _____

APPLICATION FOR CREDIT

AMOUNT REQUESTED _____ PURPOSE _____

COLLATERAL _____

INDIVIDUAL OR JOINT CREDIT ACKNOWLEDGMENT

_____ I am applying for individual credit in my own name and am relying on my own income or assets and not income or assets of another person as a basis of repayment of the credit requested.

_____ I am applying for individual credit, but am relying on the income or assets of another person for repayment of the credit requested.

_____ This is an application for joint credit with another person. The Lender has explained our options when applying for credit. We, the undersigned, intend to apply for joint credit.

blake d hermel 11/21/2023
APPLICANT SIGNATURE DATE

CO-APPLICANT SIGNATURE DATE

MARITAL STATUS

Answer only if this personal financial statement is provided in connection with a request for secured credit or applicant is seeking a joint account with spouse.

APPLICANT

- Married
 Separated
 Unmarried

CO-APPLICANT

- Married
 Separated
 Unmarried

(Unmarried includes single, divorced & widowed)

PERSONAL FINANCIAL STATEMENT

11/21/2023

** Round All Amounts to the Nearest \$100
** Attach Separate Sheet if You Need More Space to Complete

ASSETS	AMOUNTS	LIABILITIES	AMOUNTS
Community Bank	\$278,000.00		
Pioneer	\$439,000.00		
Westbank	\$4,000.00		
Bremer	\$10,000.00		
RBC	\$5,000.00		
Cash Surrender Value Life Insurance (Sched. 4)	\$38,411.00	Loans on Life Insurance (Schedule 4)	\$22,000.00
Homestead (Schedule 5)	\$2,500,000.00	Cedar Ridge	\$20,000,000.00
Other Real Estate Owned (Schedule 5)	\$7,909,000.00	Mortgage on Homestead (Schedule 6)	\$1,051,000.00
A.H. Hermel Company	\$5,867,000.00	Mortgage/Liens on Other Real Estate (Schedule 6)	\$5,084,000.00
Cedar Ridge	\$26,500,000.00	Total CC Debt for Remodeled Apartments	\$86,000.00
Alpine Company (Sleeping Indian Wood)	\$315,000.00	Hermco 1	\$1,900,000.00
Ace Aviation, LLC (owns 2 Aircraft) MU2, 336	\$142,000.00	Ace Aviation- Bremer Bank Aircraft	\$315,568.00
Beans Coffee Company, LLC (1/3 Interest)	\$100,000.00	Recreation Pontoon Boat	\$45,000.00
Personal Cub Aircraft	\$100,000.00		
Personal Property:			
Boats (Mastercraft, 3 JetSkis, Lifts)	\$50,000.00		
Misc	\$80,000.00		
Hermco 1 LLC	\$3,400,800.00		
		Total Liabilities	\$28,483,568.00
		Net Worth (Total Assets less Total Liabilities)	\$19,054,643.00
ASSET TOTALS	\$47,538,211.00	LIABILITY & NET WORTH TOTALS	\$47,538,211.00

*** Asset Totals Must Equal Liability & Net Worth Totals ***

ANNUAL INCOME	APPLICANT	CO-APPLICANT	CONTINGENT LIABILITIES	AMOUNTS
W2 Wages from Hermel Co.	\$485,952.00			
Rentals	\$453,720.00			
Other Income-Bank Director Fee	\$20,000.00			
Distributions	\$132,000.00			
Deal Fee	\$60,000.00			
TOTAL INCOME	\$1,161,672.00		TOTAL CONTINGENT LIABILITIES	\$0.00

SCHEDULE 1 - DUE FROM FRIENDS, RELATIVES & OTHERS

NAME of DEBTOR	Type Property	Collateral	How Payable	Maturity Date	Unpaid Balance
SCHED. 1 TOTALS					

SCHEDULE 2 - MORTGAGE & CONTRACTS FOR DEED OWNED

NAME of DEBTOR	Who Pays	1st or 2nd Lien	How Payable	Owed To	Unpaid Balance

SCHEDULE 3 - SECURITIES OWNED

# Shares or Bond Amt.	Security Description	In Whose Name(s)	Cost	Present Mkt. Value	L-Listed/Unlisted
SCHEDULE 3 TOTALS					

SCHEDULE 4 - LIFE INSURANCE

Insured	Insurance Company	Beneficiary	Death Benefit	Cash Value	Loans
Blake Hermal	New York Life	StGorgs	\$764,000.00	\$35,411.00	\$22,000.00
SCHEDULE 4 TOTALS					\$23,000.00

SCHEDULE 5 - REAL ESTATE

Address & Type Property	Title in Name(s) Of	Monthly Income	Purchase Price	Present Mkt. Value	Method Verified	
3814 Gleno Lane	Blake Hermal	\$0.00	\$1,270,000.00	\$2,600,000.00	Market Comp	
25111 Hwy 9 Spirit Lake	Blake Hermal	\$2,000.00	\$400,000.00	\$410,000.00	Appraised in 2023	\$410,000.00
51518 Hwy 169	Blake Hermal	\$2,740.00	\$250,000.00	\$325,000.00	Market Comp	\$310,000.00
Single Family Rental-S2 ac						
51518 Hwy 169	Blake Hermal	\$1,675.00	\$338,000.00	\$545,000.00	Appraised in 2022	\$545,000.00
Red Feather-Hermano 7	Hermano 7 LLC	\$6,200.00	\$250,000.00	\$1,200,000.00	Appraised in 2022	\$1,200,000.00
127 Larami St						
Recreational Land-175 ac Highway 169	Blake Hermal	\$0.00	\$256,000.00	\$525,000.00	Appraised in 2022	\$525,000.00
Recreational Land-775 ac Fire Tower Ranch	Blake Hermal	\$88.00	\$404,653	\$977,500.00	Appraised in 2022	\$977,500.00
26487 Highway 229-25 ac						
Single Family Rental	Alpine Co	\$3,472.00	\$315,000.00	\$1,055,000.00	Appraised in 2022	\$1,055,000.00
Highway 109-25 ac						
Chen 50%	Outdoor Ventures	\$0.00	\$7,000.00	\$37,500.00	Market Comp	\$37,500.00
204 Center St in 1916thmo	Hermano 8 LLC	\$1,500.00	\$75,000.00	\$140,000.00	Appraised in 2023	\$140,000.00
7335 Nevada LLC						
Industrial Warehouse	2335 Nevada LLC	\$20,200.00	\$2,700,000.00	\$2,800,000.00	Appraised in 2023	\$2,800,000.00
			\$37,610.00	\$5,565,653.00	\$10,424,500.00	\$7,909,500.00

Pto

SCHEDULE 6 - MORTGAGES or LIENS ON REAL ESTATE

To Whom Payable	How Payable	Unpaid Balance
3814 Gleno Lane	Per Month	\$1,051,000.00
26087 Highway 22	Per Month	\$721,000.00
201 Eagle Ave	Per Month	\$211,000.00
51518 Hwy 169	Per Month	\$270,000.00
127 Larami St	Per Month	\$250,000.00
Fire Tower Ranch	Per Month	\$508,000.00
Hwy 169-175 Acres	Per Month	\$338,000.00
2335 Nevada	Per Month	\$2,180,000.00
		\$0.00
		\$40,841.00
		\$5,115,000.00
		\$0.00

SCHEDULE 7 - NOTES PAYABLE BANKS & OTHERS & INSTALLMENT CONTRACTS PAYABLE

To Whom Payable	Item	Notes:	Collateral	How Payable	Unpaid Balance
Pioneer Bank	Blake Hermal	Cedar Ridge Co/Co Portfolio		Cedar Ridge Pays	\$70,000,000.00

EXHIBIT B
FINANCIAL DISCLOSURES FOR JENNA HERMEL
November 21, 2023

WAGES/INCOME:

I. A.H. HERMEL COMPANY
Approximately \$3,300.00 monthly net

ASSETS:

II. Business Assets
NONE

III. Cash accounts

Bank Name	Type of Account	Approximate Balance	Current Owner
Frandsen Bank	Savings	\$20,400	JENNA
Frandsen Bank	Checking	\$600	JENNA
Frandsen Bank	Checking	\$100	JENNA for the benefit of Lucas
Frandsen Bank	Savings	\$3,200	JENNA for the benefit of Lucas

IV. Real Property
NONE

V. Vehicle
2020 Toyota Corolla
Approximate value \$15,000

VI. Investment Accounts/Retirement Accounts/HSA
NONE

LIABILITIES:

VII.

Creditor	Type of Debt	Approximate Balance	Name on Account
Citi	Credit Card	\$10,000 (monthly minimum payment)	JENNA
Nelnet	Student Loan	\$14,400	JENNA
Chase Sapphire	Joint Credit Card	\$20,000	JOINT

TOTAL ASSETS	\$42,600.00
TOTAL LIABILITIES	<u>(S44,400.00)</u>
TOTAL NET WORTH	(S1,800.00)