

PRENUPTIAL AGREEMENT

THIS PRENUPTIAL AGREEMENT (the "Agreement") MADE ON THIS 21st day of June, 2019

VLADIMIR BATEK

Of 8358 Whitney place, Crown point, IN 46307

AND

SASIKAN KANTHAPHROM

Of 11/35 moo 3 Tambon Nong Hoi Aumper Mauge, Chiang Mai 50000 Thailand

A. This Agreement is made between VLADIMIR BATEK and SASIKAN KANTHAPHROM (collectively the "Parties" and individually a "Party") 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 Indiana, including any Uniform Premarital Agreement Act, or other applicable laws, adopted by the State of Indiana.

C. The Parties further wish to enter into this Agreement to provide for the status, ownership and division of 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. The Parties acknowledge that they have been provided with a reasonable period of time to review this Agreement.

G. The Parties also acknowledge that they have had an opportunity before signing this Agreement 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.

H. The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily and expressly waive any other rights to disclosure of the property or financial obligations of each other beyond the disclosure provided.

2019 037438

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B. BROWN
CLERK
2019 JUN 21 AM 11:11

\$25.00
CASH
M.E

I. Each Party agrees and affirms THAT:

- a. The Parties did execute the Agreement voluntarily;
- b. This Agreement was not unconscionable when it was executed;
- c. Prior to execution of the Agreement, both Parties were provided a fair and reasonable disclosure of the property or financial obligations of the other Party;
- d. They have, or reasonably could have had, an adequate knowledge of the property or financial obligations of the other Party; and
- e. They entered into this Agreement freely and under no duress or undue influence on their decision by the other Party.

J. The Parties acknowledge that this Agreement will continue upon termination of marriage whether by death, divorce, or otherwise.

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. The Parties acknowledge that this Agreement will govern any determination of ownership of property that may occur in the event of the death of a Party.
2. All jointly acquired or jointly held property, however and whenever acquired, will remain the property of and be owned by both Parties and will be treated as shared property ("Shared Property")
3. Except as otherwise provided in this Agreement, all property will be treated as property owned solely by either one of the Parties (the "Separate Property"), with the property as is listed in the attached Schedules "A1" and "A2" considered Separate Property, except where:
 - a. it is Shared Property; or
 - b. there is proof of shared legal ownership
4. 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.
5. Unless a Party can reasonably show that they solely own a piece of property, where either Party commingles jointly owned property with Separate Property, any commingled property will be presumed to be Shared Property.

DEBTS

6. The Parties acknowledge that this Agreement will govern any determination of responsibility of debts that may occur in the event of the Parties separating, or upon death of a Party.

7. All jointly acquired or jointly held debts, however and whenever acquired, will remain the debts of and be owed by both Parties and will be treated as shared debts (the "Shared Debts").

8. Except as otherwise provided in this Agreement, all debts will be treated as debts owed solely by either one of the Parties (the "Separate Debts") except where:

a. it is Shared Debt; or

b. there is proof of shared legal responsibility

MATRIMONIAL PROPERTY RELEASE

9. The Parties covenant and agree that they are aware of the equitable distribution laws of the State of Indiana and that it is their intention that the equitable distribution laws will not apply to the status, ownership, interest and division of their property, either jointly or separately owned, nor to their future property, whether real or personal and owned by either one or both of them and the Parties further covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of the equitable distribution laws of the State of Indiana and to make a full and final settlement of all matters of property, both real and personal, previously and presently owned by either of the Parties in the future.

DOWER, CURTESY AND HOMESTEAD RELEASE

10. Each Party releases all dower, courtesy and homestead rights under any statute of the State of Indiana, or any other jurisdiction whatsoever, that, but for this agreement, each would have in and to property in the name of the other, or in their names jointly or as tenants in common.

CHILDREN

11. The Parties acknowledge that Sasikan Kanthaphrom has a dependent child from a previous relationship, namely:

a. Vanda Lekchaichan born on May 25, 2011

12. 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 maintenance, custody and access, will be governed by the laws of Indiana.

13. The Parties recognize the authority of Courts to determine what arrangements are in the best interest of the child and understand that the Court's orders may affect the arrangement of the Parties as stated in this Agreement.

SUPPORT

14. The Parties agree that the investment of time or labor with respect to personal service in the property of the other, or otherwise, will be deemed to have been made gratuitously and without expectation or right of compensation unless agreed to the contrary in writing.

15. It is the intention of the Parties to forever release each other from any alimony or support obligations now and in the future no matter how their circumstances may change. They will not apply now or in the future under any Federal or State legislation for support. They each waive any rights they may have to proceed against the under any law or statute for payments of alimony or support and rely upon the law of contract to govern in respect of this issue.

16. The Parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, their marital status, the breakdown of their relationship, or otherwise. No such changes will give either Party the right to seek support under any legislation, Federal or State. It is understood by each Party that this Agreement represents a final disposition of all maintenance and support issues between them.

ESTATES AND TESTAMENTARY DISPOSITION

17. Nothing in this Agreement will limit or affect any rights that each may acquire as spouse or surviving spouse in the property, assets or estate of the other spouse.

18. Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.

19. Except as otherwise provided in this Agreement, 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.

20. Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.

21. Except as otherwise provided in this Agreement, 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

22. Should any portion of this Agreement be held by 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

23. 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

24. 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

25. 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

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

ENUREMENT

27. This Agreement will be binding upon and will endure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.

GOVERNING LAW

28. The laws of the State of Indiana 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

29. The Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior communications, contracts, or agreements between these Parties with respect to the subject matter addressed in this Agreement, whether oral or written.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals on the 21st day of June, 2019.

SIGNED, SEALED AND DELIVERED

In the presence of:

Thomas R. Murray

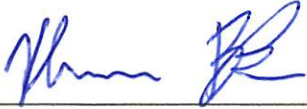
[Signature]

Witness

Printed Name:

VLADIMIR

BATEK



Vladimir Batek

6-21-19

Witness

Printed Name:

SASIKAN

KANTHAPHROM



Sasikan Kanthaphrom

6-21-19

Witness

Printed Name:

Brianna Cramer

Brianna Cramer

THE PARTIES HEREBY EXECUTE THIS AGREEMENT ON THE 21st DAY OF June

2019

SCHEDULE "A"

Separate Property of Vladimir Batek:

- 1. House in Indiana - 8358 Whitney place, Crown Point, IN 46307**
- 2. House in Michigan – 11771 Hills Rd., Baroda, MI 49101**
- 3. Apartment in Chicago – 5348 N. Cumberland Ave., Chicago, IL 60656**
- 4. All motorcycles, cars and trucks located in USA.**
- 5. All bank accounts/assets in USA**
- 6. Any Properties and assets located in Czech republic**
- 7. Pension, annuity and any retirement accounts/funds and benefits**

SCHEDULE "A2"

Separate Property of Sasikan Kanthaphrom:

- 1. All properties located in Thailand**
- 2. Any cars and motorcycles located in Thailand**
- 3. All bank accounts/assets in Thailand**

CERTIFICATE OF ACKNOWLEDGMENT

The State of Indiana)

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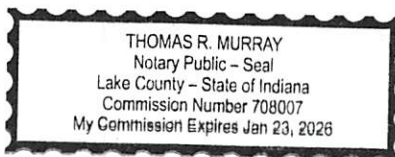
County of

Lake)

Before me, a Notary Public in and for said County and State, personally appeared Vladimir Batek, who acknowledged the execution of the foregoing Prenuptial Agreement and who, having been sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 21st day of June, 2019.

My Commission Expires: Jan 23, 2026



CERTIFICATE OF ACKNOWLEDGMENT

The State of Indiana)

)

County of

Lake)

Before me, a Notary Public in and for said County and State, personally appeared Sasikan Kanthaphrom, who acknowledged the execution of the foregoing Prenuptial Agreement and who, having sworn, stated that any representations therein contained are true.

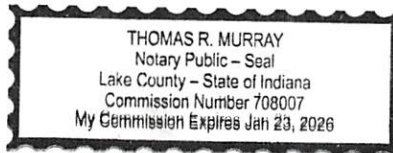
Witness my hand and Notarial Seal this

21st day of June, 2019.

My Commission Expires:

Jan. 23, 2026





Special Notes on Prenuptial Agreements governed by the State of Indiana

The State of Indiana has chosen to adopt the Uniform Premarital Agreement Act (UPAA), a statute created for the purpose of standardizing the requirements of prenuptial agreement between states. As such, this Agreement has been worded based on the notion subscribed to by the UPAA that prenuptial agreements should be entered into voluntarily and fairly upon the exchange of disclosure between the Parties.

It is best to sign the Prenuptial Agreement in front of your own lawyer and to receive a Certificate of Independent Legal Advice from your lawyer. Alternatively, you should consider seeing a notary public or at minimum sign the document in front of one or two witnesses.

Pursuant to the laws in the State of Indiana spousal support may be payable if a Party is suffering undue hardship and/or is eligible for public assistance at the time of separation or divorce – regardless of what the Parties may have choose when drafting the Agreement. In other words, a premarital agreement cannot modify or eliminate the right of a spouse to receive court – ordered spousal support in certain circumstances.