EXHIBIT A

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

Not an Official Court Document

PREMARITAL AGREEMENT

This Agreement is made on the ____day of November, 2021, between COURTNEY K. SCHIEN KINCADE ("Courtney"), of_____, Missouri, and MICHAEL W. TAYLOR ("Michael"), of_____, Missouri.

RECITALS UPON WHICH THE AGREEMENT IS BASED

1. Courtney and Michael ("the parties") plan to be married in the near future. They are making this Agreement to determine their respective rights after marriage in property owned prior to marriage or acquired during marriage, and to determine their respective rights of support. The parties hereto acknowledge and agree that their wedding is taking place in the State of Missouri, their domicile is currently St. Louis County, State of Missouri, their domicile after the wedding shall be St. Louis City, Missouri, and that this Agreementshall be governed by and interpreted in accordance with the laws of the State of Missouri.

2. Exhibit A sets forth substantially all of Courtney's assets and liabilities as of October 1, 2021, valued as of that date or as otherwise indicated, and her estimated income for 2021. Exhibit B sets forth substantially all of Michael's assets and liabilities as of September 30, 2021, valued as of that date or as otherwise indicated, and his estimated income for 2021. Both exhibits are attached and made a part of this Agreement. Values shown are based on estimates, and Courtney and Michael recognize that certain assets are difficult to value and agree that the Exhibits are adequate disclosures of the other's assets, liabilities and income, and the parties expressly waive any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided. The parties further agree that it is desirable to keep the information contained

in this Agreement confidential.

3. Courtney and Michael each has been advised by counsel that in the absence of this Agreement each party could acquire rights of support and rights in the other's property during marriage and upon termination of their marriage during life or as a surviving spouse.

4. Courtney has been separately represented by Matthew J. Cate, Attorney at Law. Michael has been separately represented by Laura Stobie, Attorney at Law.

5. Each party has read this Agreement and the attached Exhibits and is entering into this Agreement voluntarily, with full knowledge of its legal and economic effect.

TERMS

In consideration of the marriage of Courtney and Michael and of their mutual promises, they agree as follows:

1. The Recitals are part of this Agreement.

2. The parties intend this Agreement to finally determine their property rights as to each other as set forth in this Agreement and expressly waive all rights to which they might otherwise be entitled, including marital property and community property rights.

3. This Agreement sets forth the rights of the parties in all property or interests in property owned by either or both of them during their marriage. Property will be designated either as "Separate Property" or "Marital Property."

(a) For purposes of this Agreement, Separate Property includes, :

(i) Property solely owned by either party or property in which either party has an interest before the marriage, including but not limited to each respective's property on Exhibits A and B respectively and an interest in one or

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

more revocable or irrevocable trusts;

(ii) Property acquired during marriage by inheritance or gift, including gifts from one party to the other. For purposes of this Agreement, the word "inheritance" includes any gift, bequest, devise, succession, descent or transfer of property by inter-vivos instrument or transfer occurring on the death of the transferor by will, codicil, trust, disclaimer, renunciation, exercise of power of appointment, contract, beneficiary designation, other dispositive instrument or by operation of the law of any jurisdiction;

(iii) Property acquired in an individual's sole name after the marriage and remaining in that individual's sole name, or acquired in exchange for Separate Property at any point;

(iv) The income from, increase in value of, and property received or receivable as an incident of ownership of Separate Property, including increase in value in Separate Property resulting from personal efforts, services or additions thereto by either party;

(v) The interest of a party in any employer provider benefit or Employee Benefit Plan of which the party is a participant as an employee, independent contractor, shareholder or otherwise. The term "Employee Benefit Plan" includes any qualified or non-qualified pension, profit-sharing, stock bonus, employee benefit or retirement plan or trust, individual retirement account or annuity, stock, phantom stock or stock option plan, deferred compensation plan or other employment related compensation arrangement of any kind, including benefits

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

elected in lieu of current compensation, regardless of whether the party was a participant in such plan at the time of the marriage ceremony;

(vi) Property acquired by either party after the first to occur of a written acknowledgment of separation signed by both parties or the commencement of an action which results in a Determination Event (defined below), or which could have resulted in a Determination Event but for the death of one of the parties during the pendency of such action; and

(vii) All Property which is not otherwise characterized hereunder as Marital Property.

(b) For purposes of this Agreement, Marital Property is any property which is titled in the names of both parties after the marriage ceremony, whether as tenants by entireties, tenants in common, joint tenants or any other form of co-ownership ("Marital Property"). If not otherwise designated as aforementioned in this paragraph, then the presumption shall be that it is Separate Property.

4. During the marriage of the parties:

(a) Both parties shall be responsible for and contribute to the support of the parties in such manner as they deem appropriate, provided, however, that the parties shall satisfy their annual income tax liabilities proportionally, unless otherwise agreed to in writing, in which case such shall be treated as a gift to the other.

(b) Each party may take any action with respect to his or her Separate Property without the consent of the other party.

(c) As to Marital Property, each party agrees to take no action without the

consent of the other party. Accordingly, each of the parties releases to the other any other right, power, title and interest which he or she may have or acquire by reason of their marriage, including the right of homestead or dower, under the law of any jurisdiction as the wife, husband, widow or widower of the other party.

5. If the parties' marriage terminates for any reason other than death, then the rights of the parties in Separate Property and Marital Property shall be as follows:

(a) The Separate Property of each party shall continue to belong only to that party. The Marital Property shall be divided equally between the parties unless such Marital Property is purchased with the separate funds of either party in which event the Marital Property shall be awarded to that spouse who provided the funds for said purchase and the same can be provided. Property division shall be accomplished immediately upon the conclusion of any judicial action which results in a legal separation or the termination of the marriage (the "Determination Event"), including a judgment for legal separation, a judgment of invalidity of marriage,a decree of divorce, a judgment for dissolution of marriage, a decree of annulment, or otherwise (regardless of which party initiates such judicial action). If, despite this Agreement, a court shall award support, alimony or maintenance, then an order or decree for support, a judgment of separate maintenance or an order or decree of temporary support, alimony or maintenance shall also be a Determination Event.

(b) The parties each release and waive all rights to claim support and maintenance, separate maintenance, temporary alimony, alimony, lump-sum settlement, monetary award or other payment for support, and agree to request that a court make no

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

provision for such items.

(c) The parties each release and waive all rights which he or she may have against the other to legal fees, accounting fees or other expenses relating to their separation or termination of their marriage.

(d) If either party initiates any action or proceeding in any court seeking an order, judgment or decree which constitutes a Determination Event, each agrees to present this Agreement to the court, to execute a stipulation for presentation to the court that this Agreement is the agreement of the parties and to seek the court's enforcement of this Agreement and its incorporation into any such order, judgment or decree.

6. Upon the death of one of the parties during their marriage, the rights of the survivor in the Separate Property of the decedent and Marital Property are as follows:

(a) Unless the decedent voluntarily provides otherwise, the decedent's Separate Property will be administered, descend and be distributed as if the survivor had predeceased the decedent.

(b) Marital Property will be administered, descend and be distributed as follows:

(i) Property registered in the names of both parties with a right of survivorship shall become the property of the survivor.

(ii) The interest of the decedent in all other Marital Property will be administered, descend and be distributed pursuant to the terms of the decedent's will, or, if the decedent dies without having executed a valid will, under the laws of intestate succession of the jurisdiction in which the decedent was domiciled at the time of his or her death.

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

(c) Both parties waive their right, if any, by statute or otherwise, under the laws of any jurisdiction, to an award of support, as spouse of the other, to an intestate share of the other's estate, to a spouse's award, and to renounce, to elect to take against orto contest, the provisions of any trust in which the other party may have an interest or a power, the other party's will or any codicil thereto, a beneficiary designation under any Employee Benefit Plan, insurance policy, or any other form of transfer or payment takingeffect at the other party's death. Michael is fully aware that under the present laws of the State of Missouri, he would be entitled to up to one-half of the probate estate of Courtney if Courtney died intestate (i.e., without a Will) before Michael during the pendency of the marriage or up to one-half of the probate estate by exercising his rights to his statutory share of Courtney's estate (i.e., renunciation of her Will), if it were not for his waiver of such rights in this Agreement. Courtney is fully aware she would have such similar rights to Michael's probate estate if he dies before her, if it were not for her waiver of such rights in this Agreement. Each of the parties shall have full power by will or trust to dispose of all property that he or she may own at the time of death, free from any rights that a surviving spouse may have therein under the law.

(d) The parties each waive his or her right, if any, by statute or otherwise, under the laws of any jurisdiction, to any right of homestead, to act as administrator, executor or personal representative of the other party's estate or to have or exercise any powers or responsibility with respect to property passing by reason of the other party's death.

7. With respect to Employee Benefit Plans, each party waives and releases to the other party all rights and interests he or she may acquire by reason of their marriage by contract or under the laws of any jurisdiction as the spouse, widow or widower of the other in any employee benefit plan in which the other party is or at any time becomes a participant, including but not limited to

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

the right to receive benefits, either during life or on the death of the other party, to elect or consent to the election of a form of benefit, and to alienate any benefits pursuant to a qualified domestic relations order. Each party shall, on the request of the other party, execute or consent to the execution of any additional documents necessary to carry out the intent of this paragraph, including, but not limited to (i) a beneficiary designation form naming someone other than his or her spouse as beneficiary; (ii) an election to waive any preretirementor survivor annuity; (iii) an election to waive any qualified joint and survivor annuity; and (iv)an election to designate a benefit payment option. If such party has failed to execute such documents or if such documents are not effective in carrying out the intent of this paragraph, each party agrees to indemnify the participant for any amounts received by the non-participant. Notwithstanding the foregoing, in the case of any death benefit which is payable only to the participant's spouse, and, in the absence of such payment, could not be paid to another beneficiary and thereby would be entirely lost, such death benefit shall be paid to the participant's surviving spouse, as his or her absolute property.

8. Michael understands that Courtney may be the beneficiary of one or more trusts or a legatee or a devisee under one or more wills and that these instruments may cause assets which are substantial in value to come to Courtney. Michael hereby declares that he is satisfied with this understanding and is knowingly entering into this Agreement without requiring any detailed or specific disclosure of the nature or valuation, of any such assets. Michael specifically acknowledges Courtney's interest in such trusts or wills are her Separate Property.

9. Courtney understands that Michael may be the beneficiary of one or more trusts, including but not limited to the [redacted]

[redacted] or a legatee or a devisee under one or more wills and that these instruments may cause assets which are substantial in value to come to Michael. Courtney hereby declares that she is satisfied with this understanding and is knowingly entering into this Agreement without requiring any detailed or specific disclosure of the nature or valuation of any such assets. She specifically acknowledges Michael's interest in the trusts is his Separate Property.

10. On the reasonable request of either party, the other party will take whatever action, or provide such indemnifications as may be necessary to effectuate the provisions and purposes of this Agreement; except that neither party need sign any instrument which may subject such party or his or her Separate Property to liability. To the extent that the owner of Separate Property desires to take action as to that Separate Property which requires the signature of the other party, the other party designates the owner as his or her attorney in fact with a so-called durable power to deal with the owner's Separate Property.

11. The parties agree that if either party challenges the validity or enforceability of this Agreement, such party shall pay all costs, expenses and legal fees of both parties, shall makeno claim or demand against the other person for payment of such costs and expenses, and shall hold harmless the other party for all such costs and expenses.

12. This Agreement shall not preclude either party from directly or indirectly benefitting the other party during life or at death by gift, will, trust or otherwise, and any such benefit shall override the terms of this Agreement. Such conferring of benefits shall not be a waiver or modification of any other terms of this Agreement.

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

13. Missouri law shall govern this Agreement. The parties realize that changes in Missouri law or changes of domicile could, in the absence of this Agreement, affect their property rights. The parties understand that the laws of other jurisdictions may provide rights, such as marital property or community property rights, and that those rights may be greater than the rights contained in this Agreement. The parties intend this Agreement to finally determine their property rights as to each other as set forth in this Agreement and do not intend that future changes in the law or in domicile will alter these rights.

14. Any action or proceeding arising directly or indirectly in connection with, out of, or related to this Agreement may be commenced and maintained only in the State Court located in St. Louis County, Missouri. Both parties, by their execution of this Agreement, consent and submit to the jurisdiction of the State Court located within St. Louis County, Missouri. Both of the parties hereto waive any right that either of them may otherwise have to transfer or changethe venue of any action or proceedings brought against him or her by the other which arise directly or indirectly in connection, out of, or related to this Agreement.

15. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be deemed separable from and shall not affect the validity or enforceability of any other provision of this Agreement.

16. This Agreement contains the entire understanding of the parties regarding their rights in property subsequent to their marriage ceremony. No representations, warranties, promises, covenants, or undertakings regarding such rights other than those expressly set forth in this Agreement have been made by either party to the other. The parties may jointly amend or revoke this Agreement by written instrument only signed by both parties without notice to or the

consent of any other person, and no other person shall have an interest which the parties cannot modify by such a subsequent Agreement.

17. This Agreement shall take effect upon the conclusion of the marriage ceremony. On taking effect, this Agreement shall bind the parties and their respective heirs, next of kin, legatees, devisees, beneficiaries, appointees, executors, administrators, personal representatives and assigns.

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

The parties have signed this Agreement on the date first above written.

Courtney Kaye Schien Kincade

Courtney K. Schien Kincade

Witnesses:

Brittany Kirk Toigo

Sommer Henrikson

MW Taylor

Michael W. Taylor

Witnesses:

STATE OF MISSOURI Illinois)
) SS
COUNTY OF Sangamon)

I, Martha G. Cole, a Notary Public in and for the County and State aforesaid, do hereby certify that COURTNEY K. SCHIEN KINCADE, personally known to me to be the same person whose name is subscribed to the within and foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of November, 2021.

Notary Public

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

I, Ronda R Mary, a Notary Public in and for the County and State aforesaid, do hereby certify that MICHAEL W. TAYLOR, personally known to me to be the same person whose name is subscribed to the within and foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of November, 2021.

Notary Public

305440

RONDA R. MARY
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 20695088
My Commission Expires 02-24-2024

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

EXHIBIT A TO PREMARITAL AGREEMENT

ASSETS OF COURTNEY K. SCHIEN KINCADE

Not an Official Court Document

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

LIABILITIES OF COURTNEY K. SCHIEN KINCADE

[redacted]

By signing this document both parties recognize and acknowledge that the values attributed to the assets, liabilities and income are broad estimates, only; and, that these estimates are acceptable and adequate disclosure of Courtney's financial position as of 10-1-21.

11/09/2021
Date

Courtney Kaye Schien Kincade
Courtney K. Schien Kincade

11/09/2021
Date

Michael W. Taylor

Not an Official Court Document

Electronically Filed - ST LOUIS COUNTY - November 08, 2023 - 04:34 PM

EXHIBIT B TO PREMARITAL AGREEMENT

ASSETS OF MICHAEL W. TAYLOR

LIABILITIES OF MICHAEL W. TAYLOR

[redacted]

Not an Official Court Document

By signing this document both parties recognize and acknowledge that the values attributed to the assets, liabilities and income are broad estimates, only; and, that these estimates are acceptable and adequate disclosure of Michael's financial position as of September 30, 2021.

11/09/2021
Date

Courtney Kaye Schien Kincade
Courtney K. Schien Kincade

11/09/2021
Date

Michael W. Taylor