

PREMARITAL AGREEMENT

This Premarital Agreement made and entered [REDACTED] 2002, by and between TAREQ SALAH of [REDACTED] hereinafter referred to as Tareq, and MICHAELE A. HOLT of [REDACTED] hereinafter referred to as Michaela.

Tareq and Michaela plan to marry each other. Each of the parties own property acquired prior to the execution of this Agreement. Each party intends to provide in this Premarital Agreement, hereinafter Agreement, for all of the property and other rights that may arise due to their contemplated marriage. The parties intend that this Agreement become effective upon their marriage to each other. The parties agree that they have fully and completely disclosed orally and at great length, to each other the nature and extent of various property holdings and interests and sources of income. Each of the parties agrees that further disclosure of all such interests and sources of income is waived, except to the extent provided in Exhibits A and B which are attached hereto. Each party acknowledges that he or she has executed this agreement voluntarily and has been provided fair and reasonable disclosure of the property and financial obligations of the other party. The parties have agreed that each is economically independent of the other.

The parties acknowledge that it is their intent to enter into a binding agreement pursuant to the Premarital Agreement Act, Section 20-147 *et seq.* of the Code of Virginia (1950)(as amended). They also acknowledge that the provisions of this Agreement and the impending marriage of the parties are the consideration for the agreement and are sufficient consideration to support the Agreement. Accordingly, in consideration of the mutual promises and covenants set forth in this Agreement, Tareq and Michaela do contract and agree to be bound by the following terms and provisions:

1. **Husband's Property.** Except as otherwise provided in this Agreement, all of the property, whether real, tangible or intangible, now owned or subsequently acquired by Tareq, in his separate name only, will remain his sole and separate property through out the marriage, including any inheritance, gifts *inter vivos* and *gifts causa mortis* made directly to Tareq. Michaela will not, by reason of the marital relationship, by reason of monetary or nonmonetary contribution or any other reason, claim or acquire any interest in any of Tareq's separately titled property, including appreciation in value during the marriage and including any income or proceeds derived from such property, unless the parties specifically agree otherwise in writing. The parties further agree that at no time will there be deemed to be any transmutation of such property which would have the effect of causing such property to become or be deemed joint property or marital property of the parties. Tareq reserves the right to make gifts of property to Michaela during the marriage, but the gifts will not constitute an amendment to or a change in this Agreement.
2. **Wife's Property.** Except as otherwise provided in this Agreement, all of the property, whether real, tangible or intangible, now owned or subsequently acquired by Michaela, in her separate name only, will remain her sole and separate property through out the marriage, including any inheritance, gifts *inter vivos* and *gifts causa*

mortis made directly to Michael. Tareq will not, by reason of the marital relationship, by reason of monetary or nonmonetary contribution or any other reason, claim or acquire any interest in any of Michael's ~~separately titled property~~, including appreciation in value during the marriage and including any income or proceeds derived from such property, unless the parties specifically agree otherwise in writing. The parties further agree that at no time will there be deemed to be any transmutation of such property that would have the effect of causing such property to become or be deemed joint property or marital property of the parties. Michael reserves the right to make gifts of property to Tareq during the marriage, but the gifts will not constitute an amendment to or a change in this Agreement.

3. **Joint Property.** If the parties acquire property jointly during the marriage, the property will be held by them as provided in the instrument conveying or evidencing the title of the property and any related written agreement. Property separately titled, if any, will not be presumed to be joint because of joint contributions. However, furniture, furnishings and appliances acquired during the marriage will be presumed to be jointly owned unless otherwise specified in writing. Built-in or large appliances, draperies, carpets, rugs and other similar items, which are specifically purchased for the residence, will be treated as part of the residence and not as jointly or separately owned.
4. **Disposition of Property.** Each party retains the management and control of the separate property belonging to that party and may encumber, sell or otherwise dispose of any of the property without the consent of the other party. Each party will execute any instrument necessary to effectuate this paragraph on the request of the other party. This includes, but is not limited to, any waiver or other instrument necessary to facilitate the designation of a beneficiary or distribution of benefits or distributions from any qualified or nonqualified retirement plan, pension plan, profit sharing plan, ESOP, IRA, deferred compensation, or similar benefit to enable the party to dispose of such interest. If either party does not join in or execute an instrument as required by this paragraph, the other party may sue for specific performance or for damages, regardless of the doctrine of spousal immunity, and the defaulting party will be responsible for the other party's reasonable attorney's fees and related costs. This paragraph will not require a party to execute a promissory note or other evidence of debt for the other party. Notwithstanding any other provisions of this Agreement, either party will have the right to transfer or convey to the other any property or interest in property, by gift or otherwise, which may be lawfully conveyed or transferred during his or her lifetime or by will, and neither party intends by this Agreement to limit or restrict in any way the right and power to receive any such transfer or conveyance from the other. Nothing in this Agreement will be construed as a waiver or renunciation by either of the parties to this Agreement of any devise, bequest or other gift which may be made by either of them to the other inter vivos or by his or her Last Will or Testament. However, this provision shall in no way be construed as a promise or representation that any such devise, bequest or gift will be made by either of the parties to the other.

5. **Interest In Estate.** Except as may be otherwise specifically provided in this Agreement, each party now and forever waives and releases in favor of the other all claims or demands arising out of the marriage relationship, including dower and curtesy rights, homestead rights, the right to elect against a will of the other, including the right to make an augmented estate election, the right to any distribution of the estate of the other, the right to inherit any property of the other by will or by the laws of intestacy, the right to act as executor or administrator for the estate of the other, and any other such similar or related acts. However, this will not constitute a bar or waiver of either party to take a bequest or to serve in any capacity according to the will of the other.
- a. **Sale Back of Certain Personal Property.** In the event that Tareq should predecease Michaele, Michaele agrees to sell and Oasis Vineyard, Inc., and the Salahi Family Partnership agree to purchase at fair market value, taking into account all discounts, any such interest that Michaele may inherit or possess in either entity or concern.
- b. **Residual Personal Property.** In the event that Tareq should predecease Michaele, all personal property, except as otherwise provided for in this Agreement, shall pass to Michaele.
6. **Use of Personal Residence.** At the time of execution of this Agreement, the parties intend to live in a house owned and located upon property owned by the Salahi Family Partnership. In the event Tareq predeceases Michaele, Michaele agrees to vacate any marital home, which is located upon property owned by the Salahi Family Partnership within one (1) year of the date of death of Tareq. If, there are children of the body of Tareq, then Michaele and any children of the body of Tareq, need not vacate any marital home located upon property owned by the Salahi Family Partnership. In the event Michaele remarries, following the death of Tareq, Michaele agrees to vacate any marital home located upon property owned by the Salahi Family Partnership, regardless of whether there are children of the body of Tareq.


Upon the entering of a final order of divorce, Michaele agrees to immediately vacate any marital home, which is located upon property owned by the Salahi Family Partnership.

7. **Debts.** Neither party will assume or become responsible for the payment of any preexisting debts or obligations of the other party because of marriage. Neither party will do anything that would cause the debt or obligation of one of them to be a claim, demand, lien or encumbrance against the property of the other party without the other party's written consent. If a debt or obligation of one party is asserted as a claim or demand against the property of the other without the other's written consent, the party who is responsible for the debt or obligation will indemnify the other party from the claim or demand, including the indemnified party's reasonable attorney's fees and related costs.

8. **Legal Counsel.** The parties agree that they are entering into this Agreement freely and voluntarily and after due thought and consideration to all of the relevant facts and circumstances, property rights and values and support rights. The parties acknowledge that they have had the opportunity to seek legal advice of their own choosing independent of the choice of the other. Each of the parties acknowledges that he or she has read the Agreement fully, understands it and agrees to it fully.
9. **Dissolution of Marriage.**
- a. **Intent.** The parties contemplate a long and lasting marriage, terminated only by death, and it is the mutual intent of Tareq and Michaela to promote and encourage their marriage through this Agreement. However, the parties mutually desire to agree upon the distribution of their property and support rights in the event that their marriage, despite their best efforts to promote it, should fail.
 - b. **Property Titled in Separate Names.** In the event that the parties' marriage is terminated by annulment or divorce, regardless of the jurisdiction or venue of such action, both Tareq and Michaela agree that neither will have any right or claim to any of the property of the other, as described in paragraphs 1 and 2 of this Agreement, which right or claim he or she might otherwise have but for this Agreement.
 - c. **Division of Joint Property.** In the event of divorce, property titled as joint property will be divided equally between the parties, unless:
 - i. In the event that the marriage ends due to Michaela seeking to end the marriage on non-fault grounds pursuant to § 20-91 of the Code of Virginia, she does hereby waive any interest which she may possess in joint marital property, and;
 - ii. In the event the marriage ends on one of the fault grounds of divorce pursuant to §20-91 of the Code of Virginia, attributable to the actions of Michaela, she does hereby waive any interest she may possess in joint marital property.
 - d. **Spousal Support.** If the parties cease living together following this marriage, both parties do hereby waive the right to spousal support.
 - e. **Settlement Agreement.** This Agreement will be construed as a settlement agreement in the event of a dissolution of marriage of the parties, and shall not be subject to modification by the court adjudicating the divorce or otherwise.
10. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties with regard to subject matter set forth in it. All Agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter of this Agreement are contained in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter of this Agreement are waived, merged into this Agreement and superseded by it. This is an integrated Agreement.

11. **Amendment or Revocation.** This Agreement may be amended or revoked only by written agreement signed by both parties. In such event, the amended agreement or the revocation is enforceable without consideration.
12. **Attorney's Fees.** In the event that either party should take legal action against the other by reason of the other's failure to abide by this Agreement, the party who is found to be substantially in violation of this Agreement shall pay to the party who substantially prevails in the action, the prevailing party's reasonable attorney's fees and any other costs reasonably incurred in the enforcement of this Agreement.
13. **Severability.** If any of the provisions of this Agreement are found or held to be unenforceable or invalid, then all other provisions of this Agreement shall continue in full force and effect, unless the part found or held to be unenforceable or invalid causes a material and substantial failure of consideration in the basic intention and bargain of the parties.
14. **Governing Law.** This agreement will be construed under the laws of the Commonwealth of Virginia existing at the time of the execution of this Agreement.
15. **Further Assurances.** Each party will execute any instruments or documents at any time by the other party that are necessary or proper to effectuate this Agreement.
16. **No Other Beneficiary.** No persons shall have a right or cause of action arising or resulting from this Agreement except those who are parties to it and their successors-in-interest. This Agreement will be binding upon the heirs, devisees, legatees, personal representatives, trustees and assigns of the parties to this Agreement.
17. **Effective Date.** This Agreement shall become effective upon the marriage of the parties.

IN WITNESS WHEREOF, the undersigned have set forth their signature and seals as of the day first set forth above.


TAREQ SALAH


MICHAEL A. HOLT