

The Order of the Court is stated below:

Dated: September 22, 2026
02:43:38 PM

/s/ JARED ELDRIDGE
District Court Judge



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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH
SPANISH FORK DEPARTMENT,
775 W. Center St., Spanish Fork, UT. 84660

In the matter of the marriage of:

BARRY FULLMER

Petitioner,

and

KATY M. FULLMER

Respondent.

DECREE OF DIVORCE

Civil No. 264402571
Judge Jared Eldridge
Commissioner Marian Ito

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was signed on August 7, 2026, and previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

The Court having reviewed the Stipulation of the parties and the pleadings in this matter and being fully advised in the premises, now makes its Findings of Fact and Conclusions of Law as follows:

FINDINGS OF FACT

JURISDICTION

2. Residency. Petitioner has been a resident of Utah County for at least three months prior to the filing of this action.

3. Marriage Statistics. Respondent (hereinafter referred to as “Katy”) and Petitioner (hereinafter referred to as “Barry”), were married on May 7, 2013. The parties separated in April of 2026.

NO CHILDREN

4. No Children. No children have been born as issue of this marriage, and no children are expected.

ALIMONY

5. Alimony. As part of the global settlement, each party is capable of supporting himself and herself; and, therefore, neither IS awarded alimony. Both parties waive and relinquish the right to receive alimony from the other party both now and in the future.

THE FULLMER 2022 IRREVOCABLE TRUST

6. The Trust. The parties established The Fullmer 2022 Irrevocable Life Insurance Trust (hereinafter referred to as “The Trust”). The Trust was established in connection with the buyout of Barry's business interests in Fullmer Excavation LLC, and the buyout of other business entities and assets. According to Article IV of The Trust, The Trustee has the power to terminate The Trust if continuance of The Trust would be uneconomical or impracticable or otherwise be adverse to the best interest of the beneficiaries. Since Barry and Katy Fullmer are obtaining a divorce, it is impracticable to continue The Trust, and The Trust is hereby terminated.

ACCORDIA LIFE AND ANNUITY COMPANY

7. Accordia Life Insurance. The parties have an Accordia Life Insurance Policy #UL00071193 (“the Policy”) with Katy Fullmer as the Insured and B. Fullmer Irrevocable Life Insurance Trust named as the Owner.

a. Policy Owner. The Policy Owner of The Accordia Life Insurance Policy shall be changed to Katy Fullmer.

b. Premium Funding of Life Insurance Policy. Barry shall be solely responsible for timely paying all planned premiums due under the Accordia Life & Annuity life insurance policy in accordance with the insurer's premium funding schedule through the premium payment scheduled for the year 2032. Upon Barry's completion of the planned premium payments through 2032, Barry shall have no further obligation to make additional premium payments.

c. Lifetime Distributions. During the lifetime of Katy Fullmer, any distributions from the Policy, including policy loans, withdrawals, or other distributions of cash value, shall be allocated sixty percent (60%) to Barry and forty percent (40%) to Katy.

d. Policy Terms Control. The rights and obligations of the insurer shall be governed exclusively by the terms of the Policy. This Order intended to establish the rights and obligations of the parties as between themselves and shall be administered to the fullest extent permitted under the Policy and applicable law.

e. Independent Fiduciary. Daniel Woolston, attorney, shall be appointed as an Independent Fiduciary for The Accordia Life Insurance Policy. In the alternative, the parties shall appoint an independent fiduciary of their choosing, mutually agreed upon by the parties to administer and implement all provisions of herein relating to the Accordia Life & Annuity life insurance policy (the "Policy"). The independent fiduciary is designated as the exclusive administrator of the Policy for purposes of implementing this Order and is authorized to:

i. Obtain all policy information, statements, illustrations, premium notices, loan information, tax information, and other records from the insurer.

ii. Communicate directly with the insurer and any successor insurer or servicing agent regarding all matters affecting the Policy.

iii. Execute, submit, and direct requests for policy loans, withdrawals, elections, premium payments, repayment of policy loans, changes necessary to preserve the Policy, and any other transactions authorized by the Stipulation.

iv. Receive proceeds of policy loans, withdrawals, or other cash value distributions solely for purposes of accounting for and distributing such proceeds in accordance with the Stipulation.

v. Distribute all net policy distributions during the lifetime of Katy Fullmer as follows: Sixty percent (60%) to Barry; and Forty percent (40%) to Katy.

vi. Maintain an accounting of all premiums paid, loans, withdrawals, interest charges, distributions, and other transactions affecting the Policy and provide such accounting to the parties upon reasonable request.

f. The parties shall execute all assignments, authorizations, powers of attorney, ownership acknowledgments, insurer forms, consents, and any other documents required by the insurer or reasonably requested by the independent fiduciary to fully implement these provision. The parties expressly authorize and direct the insurer to rely upon the written instructions of the independent fiduciary with respect to matters covered by this Order to the fullest extent permitted by the Policy and applicable law.

g. Neither party shall independently request, authorize, or direct any policy loan, withdrawal, surrender, assignment, ownership change, beneficiary change, or other transaction affecting the Policy without the prior written authorization of the independent fiduciary.

h. The independent fiduciary shall act in a fiduciary capacity and owe equal duties of loyalty, impartiality, and good faith to both parties. Except for willful misconduct, gross negligence, or fraud, the independent fiduciary shall not be liable for actions taken in good faith in administering the Policy pursuant to this Order.

i. If the insurer requires a change in this administrative arrangement to recognize the authority of the independent fiduciary, the parties shall promptly execute all documents necessary to accomplish such change. The Court shall retain continuing jurisdiction to enter any additional orders necessary to effectuate the intent of this provision.

8. Beneficiaries of Accordia Life Insurance Policy.

- a. Upon Barry's death, the totality of all remaining distributions are awarded to Katy.
- b. Upon Katy's death, the following individuals shall be the beneficiaries, per stirpes:
- i. Brittany L. Knudsen
 - ii. Barry James Fullmer (deceased)
 - iii. Nathan R. Fullmer
 - iv. Jason P. Fullmer
 - v. Linda J. Kinsey
 - vi. Jackson J. Proctor
 - vii. Chloe J. Proctor
9. Tax Matters. The distributions, including policy loans and withdrawals, may have income tax consequences, including if the Policy is or becomes a Modified Endowment Contract ("MEC") under the Internal Revenue Code. Unless otherwise required by law or expressly provided herein, each party shall be responsible for the taxes attributable to the portion of any distribution allocated to that party. The independent fiduciary shall have no responsibility for determining or paying either party's tax liability.
10. The parties shall each be responsible for fifty percent (50%) of the fees and expenses of the independent fiduciary.
11. The parties shall execute any documents reasonably necessary to implement and effectuate the provisions herein in regard The Accordia Life Insurance Policy.

ADDITIONAL PROPERTY SETTLEMENT

12. In addition to the distributions from The Accordia Life Insurance Policy, Barry shall pay to Katy the following property settlement amounts:

- a. \$600,000 on or before August 7, 2026; and
- b. \$900,000 on or before August 14, 2026;
- c. \$500,000 by December 31, 2027.

13. The additional property settlement payment, together with Katy's distribution from The Trust as provided herein, constitutes a full, fair, and equitable distribution of all marital property, assets, income, and property rights of the parties. Except as expressly provided herein, each party waives any further claim to the assets, income, or property of the other.

PROPERTY

1. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties are each awarded the personal property *that is in his or her respective possession on the date of the Stipulation*, or except where further specified as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2023 Lincoln Navigator	Katy
Jaguar	Katy
Ford Raptor (transferred from Fullmer Excavation LLC)	Katy
Bedroom set (Katy's daughter)	Katy
Master bedroom set	Katy
All other household furnishings and effects not specifically awarded to Katy herein	Barry

a. The parties will pick up personal property from the marital home within 30 days from the date the Stipulation is signed at a mutually agreed upon time. Both parties will cooperate with each other in distributing the personal property.

2. Accounts.

- a. The parties have a joint Mountain America Credit Union checking account ending in #7532 which is awarded to Katy. Barry is awarded his Mountain America Money Market Account ending in #7908.
- b. Each party will remove the other party as beneficiary on the accounts he or she is awarded.
- c. Each party is awarded, as his or her sole and separate property, all bank accounts, checking accounts, savings accounts, money market accounts, certificates of deposit, brokerage accounts, investment accounts, retirement accounts, business accounts, and any other financial accounts that are held solely in that party's name.
- d. Each party is solely responsible for any assets, liabilities, fees, or obligations associated with those accounts and shall indemnify and hold the other party harmless therefrom.
3. Retirement. Each party is awarded all retirement accounts and retirement benefits held in his or her own name as his or her sole and separate property, free and clear of any claim by the other party.
4. Real Property. During the course of the marriage, the parties acquired real property located at 630 South Canyon View Dr, Elk Ridge, Utah 84651, Utah. In consideration of the property settlement herein, Barry is awarded all right, title, and interest in and to said real property. Katy hereby waives any right, title, or interest she may have in said real property. Barry shall accept and assume exclusive responsibility for any and all debt or obligation arising out of the purchase or ownership of said real property. By August 10, 2026, Katy will execute a Quit Claim Deed to transfer all her right, title, and interest in and to said real property to Barry.

BUSINESS INTERESTS

14. Business Assets and Accounts. In consideration of the overall property settlement set forth herein, Barry is awarded, as his sole and separate property, all of his right, title, and interest in and to Fullmer Excavation, LLC, and any other business interests in his name, including, without limitation, all business interests, business entities, business assets, business equipment, machinery, tools, vehicles, inventory, accounts, accounts receivable, cash, business bank accounts, business investment accounts, accounts receivable, inventory, equipment, furniture, fixtures, intellectual property, goodwill, cash, and all other assets or property associated with any business owned or operated by Barry, free and clear of any claim by Katy. Barry shall be solely responsible for any debts, liabilities, taxes, or obligations associated with such businesses and shall indemnify and hold Katy harmless therefrom.

DEBTS

15. Debts. Except as otherwise specifically provided herein, the debts of the parties shall be paid as follows:

- a. Barry shall be solely responsible for all debts, liabilities, and obligations associated with the businesses awarded to him and for all debts incurred in his name.
- b. Katy shall be solely responsible for all debts, liabilities, and obligations incurred in her name.
- a. Each party shall indemnify and hold the other harmless from any such debts, liabilities, or obligations.

LIFE INSURANCE

16. Katy is awarded as her sole and separate property the term life insurance policy currently insuring her life through Massachusetts Mutual, free and clear of any claim by Barry. Katy shall be solely responsible for the payment of all premiums, costs, and expenses

associated with the policy from and after the date of this Stipulation. Katy shall have the unrestricted right to designate and change the beneficiary or beneficiaries of the policy at any time without the consent of Barry.

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OTHER PROVISIONS

Order is signed when electronically stamped by the Court on the first page

APPROVED AS TO FORM:

With the permission of:

/s/ Katy Fullmer

KATY FULLMER, Respondent