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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
<i>In the Matter of the Marriage of</i>	DECREE OF DIVORCE Case No.: 264902806 Judge: CHELSEA KOCH Commissioner: KIM M LUHN
MOLLY TERRY, Petitioner, and JAMES BLAKE TERRY, Respondent.	

This Court having reviewed the parties' Stipulation and Settlement Agreement, and

having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing, now therefore:

IT IS HEREBY ORDERED, as follows:

1. **Real Property.** The parties jointly own the residence located at 1221 E. Gilmer Drive, Salt Lake City, Utah 84105 (the “Residence”), which has an appraised value of \$1,250,000 as of July, 2026. As of August 2026, the outstanding principal balance on the mortgage was approximately \$200,000, resulting in estimated marital equity of \$1,050,000.
2. Molly will retain sole use of the Residence. After Molly refinances the existing mortgage, Blake shall be removed from the title of the Residence, and Molly shall be the sole owner of the Residence. Molly shall be responsible for paying the current mortgage payment beginning on September 1, 2026 and continuing until she refinances the Residence.
3. Molly intends to refinance the current mortgage in her sole name. In this regard, Molly shall promptly apply for such refinancing so that the funding date for the refinance is as soon as possible after Molly’s receipt of her 6th alimony payment, as her proposed lender for the refinancing requires proof of at least 6 months of alimony payments for her to qualify for the refinance. Blake shall have no responsibility for the costs associated with the Residence, the existing mortgage or the refinanced mortgage, other than making the alimony payments.

4. The total net value of the Residence shall be an amount equal to \$1,250,000 (i.e., the appraised value of the Residence as of July 2026), less the \$200,000 mortgage balance existing on August 31, 2026, namely, \$1,050,000 (the “Total Net Residence Equity”).
5. As an initial, partial payment of Blake’s equal share of the Total Net Residence Equity, Blake shall receive \$275,000.00 from Molly’s Retirement Accounts as set forth below (such amount shall be referred to as the “Initial Equity Share Payment”). Molly shall cause the Initial Equity Share Payment to be promptly made after the entering of the Decree of Divorce.
6. At the time of closing of Molly’s refinance of the Residence, Blake shall receive a check from the title company in an amount equal to \$250,000 (i.e. 50% of the Total Net Residence Equity (\$525,000), less the Initial Equity Share Payment (\$275,000). The check and the Initial Equity Share Payment shall completely satisfy Blake’s interest in the Residence.
7. **Vehicles.** Each party shall be awarded the vehicles in their possession. Specifically, Blake shall be awarded sole ownership of the 2024 Land Rover Defender and Blake shall be solely responsible for all remaining loan payments on such vehicle. Molly shall be awarded sole ownership of the 2015 Jeep Wrangler Unlimited, as well as the 2004 BMW X3. There are no outstanding loans on the 2015 Jeep Wrangler Unlimited, or the 2004 BMW X3.

8. **Bank Accounts & Investment Accounts.** The financial accounts belonging to each party are as follows:

- a. A joint checking account at US Bank, which, as of September 13, 2026, has a balance of approximately \$55,118.57. (the “Joint Checking Account”)
- b. A joint savings account at US Bank, which, as of September 13, 2026, has a balance of approximately \$100.00 (the “Joint Savings Account”).
- c. Two home equity lines of credit at US Bank, with no balance due and owing as of September 13, 2026. (the “Home Equity Lines of Credit”)
- d. A separate savings account owned solely by Molly and Molly’s sister, having a balance of approximately \$4,000.00 as of September 9, 2026, which money was provided as a gift to Molly in 2026. (“Molly’s Separate Savings Account”)
- e. Blake’s separate American Express account. (“Blake’s American Express”).
- f. Molly’s separate American Express account. (“Molly’s American Express”)
- g. Molly’s separate Marriott Chase Visa account. (“Molly’s Marriott Visa”)
- h. Molly’s separate Verizon Visa account. (“Molly’s Verizon Visa”)
- i. Blake’s two separate retirement accounts, managed and held by Rinot, Sadaghiani and Paquet Wealth Management Group. (“Blake’s Retirement Accounts”)

- j. Molly's two separate retirement accounts, managed and held by Rinot, Sadaghiani and Paquet Wealth Management Group. (collectively, "Molly's Retirement Accounts")
 - k. Molly's US Bank checking account which has a balance of approximately \$4,000.00 on September 9, 2026. ("Molly's USB Checking Account")
9. Blake and Molly shall equally divide the balance of the Joint Checking Account existing on September 25, 2026. Blake to issue a check to Molly for her 50% share of such balance on or before October 2, 2026. Blake shall be the sole owner of the Joint Checking Account effective as of September 25, 2026.
10. Blake and Molly shall close the Joint Savings Account on September 25, 2026.
- Neither party shall deposit any funds into the Joint Savings Account.
11. Molly shall continue to be the sole owner of Molly's Separate Savings Account.
12. Blake shall continue to be the sole owner, and shall be solely responsible for, all balances or sums due and owing for Blake's American Express.
13. Molly shall continue to be the sole owner, and shall be solely responsible for, all balances or sums due and owing for Molly's American Express.
14. Molly shall continue to be the sole owner, and shall be solely responsible for, all balances or sums due and owing for Molly's Marriott Visa.
15. Molly shall continue to be the sole owner, and shall be solely responsible for, all balances or sums due and owing for Molly's Verizon Visa.

16. Additionally, Blake shall continue to be the sole owner of Blake's Retirement Accounts, and Molly shall continue to be the sole owner of Molly's Retirement Accounts, subject to any adjustments pursuant to the provisions below (see Retirement Accounts).
17. Neither Blake nor Molly shall be allowed to utilize either of the Home Equity Lines of Credit, and shall cause the Home Equity Lines of Credit to be closed by September 25, 2026.
18. The parties agree to cooperate in good faith to accomplish such separation of accounts.
19. From the date of this Memorandum of Understanding through September 24, 2026, Molly may use the funds from the Joint Checking Account solely to pay for groceries, gasoline, and her reasonable expenses for Molly's American Express. Any other expenditure from the Joint Checking Account shall require Blake's reasonable prior approval, which approval may be by text message.
20. **Retirement Accounts.** Each party has acquired retirement assets during the marriage. As of July 15, 2026, Molly's Retirement Accounts had a combined balance of \$1,308,896.86, of which approximately \$124,000 was held in a Roth IRA. As of the same date, Blake's Retirement Accounts (a single IRA and 401(k)) had a combined balance of \$1,221,736.23.
21. Molly's Retirement Accounts and Blake's Retirement Accounts shall be valued as of the date of the Decree of Divorce, and equalized as of the same date, with the parties'

intent being that Blake's Retirement Accounts and Molly's Retirement Accounts shall be equal as of the date of Decree of Divorce ("Date of Division"). After determining the amount required to equalize the parties' retirement accounts, the amount of \$275,000.00 shall be subtracted from Molly's side and added to Blake's side (to account for the Initial Share Equity Payment of the Marital Residence) and such \$275,000.00, representing the Initial Share Equity Payment, shall be transferred to Blake's Retirement Accounts as set forth below.

22. Thereafter, if a transfer is necessary to effectuate the equalization of Molly's Retirement Accounts and Blake's Retirement Accounts as set forth above, then promptly following the Date of Division, an equalization payment shall be made by way of a transfer from the payor party's retirement account, to the payee's retirement account. Additionally, promptly following the Date of Division, Molly will transfer the Initial Share Equity Payment (\$275,000.00) to Blake's Retirement Accounts. If a Qualified Domestic Relations Order (QDRO) or other transfer documents is required to effectuate such transfers, the parties shall share equally the costs of preparing, obtaining, and implementing any such documents. Any gains to either party's retirement accounts occurring after the Date of Division shall belong to and be the sole property of such party and shall not be shared with the other party, and any losses to either party's retirement accounts occurring after the Date of Division shall be borne solely by such party and shall not be allocated to the other party.

23. **Debts.** There is no joint debt except for the existing home mortgage for the Residence, and the 2024 Land Rover Defender.

24. **Alimony.**

- a. Incomes: Blake is a partner at a law firm, and Blake's income varies from month to month, depending on his client billing receipts, originations credits for his existing client billings and overall firm profitability. Using a 3-year average based upon calendar years 2023, 2024 and 2025, Blake's average gross monthly income is \$31,107, and his average net monthly income is \$20,648. Molly is not currently employed, but she may seek part-time employment in the future.
- b. Commencement: On September 25, 2026, Molly shall be awarded alimony in the amount of \$8,200 each month. The first payment shall be due on or before September 25, 2026 and shall be a prorated amount of \$1,638.00 (\$273.00/day at 6 days).
- c. Duration and Termination: Alimony shall continue until one of the following occurs:
 - i. Either party's death;
 - ii. Molly's remarriage or cohabitation, as defined by Utah law;
 - iii. Blake reaching the age of 70 years.
- d. Adjustments for Earned Income: In the event that Molly becomes employed and her net pay for a given month exceeds \$4,000, the alimony payment for

the following calendar month shall be reduced by one dollar for each dollar of Molly's net pay which is in excess of \$4,000. For example, if Molly's net monthly pay for May of 2027 is \$6,000, the alimony for June of 2027 shall be \$6,200 (i.e. \$8,200 - \$2,000 = \$6,200). For purposes of this provision, "net pay" shall not include any income Molly contributes to a retirement account, whether or not the contribution is made through an employer. Blake and Molly shall provide copies of pay stubs upon request in order to substantiate any adjustments contemplated in this provision.

- e. Adjustments for Social Security Income: Molly shall reapply for Social Security Disability benefits so that her application is filed prior to the expiration of her eligibility date, and Molly shall diligently pursue her application. If Molly is awarded Social Security Disability benefits, the alimony shall be reduced, dollar for dollar, by the net monthly disability benefits Molly receives. Blake shall be entitled to any retroactive disability payments, if applicable, after deducting any attorney fees and taxes paid by Molly which are associated with obtaining the Social Security Disability benefits.
- f. Modifications to Alimony: If Blake's income decreases by 15% or more over a 12 month period, this shall constitute a substantial change in circumstances and Blake may petition the Courts to lower his alimony obligation

proportionate to his decreased earnings. Alternatively, the parties may mutually agree on a reduction in alimony if they do so in writing.

25. Medical and Dental Insurance. Blake will continue to maintain and pay for the health insurance for both parties through the date the Decree of Divorce is entered. Thereafter, each party shall be responsible to maintain his or her own medical and dental insurance coverage and each shall be responsible for his or her own uninsured medical and dental costs. Blake will assist with any paperwork required to allow Molly to obtain her benefits under COBRA.

26. Life Insurance. Effective on September 1, 2026, Blake will list Molly as the sole beneficiary for the death of Blake on the Accidental Death and Dismemberment Policy provided by Blake's employer. Blake's employer currently provides such coverage at no charge to Blake. In the event Blake's employer ceases to provide such coverage at no cost to Blake, Blake's obligation shall cease.

27. Molly will be entitled to obtain a life insurance policy sufficient to cover the alimony obligations set forth herein naming herself as beneficiary at her own expense, and Blake will cooperate with any required paperwork for any such coverage.

28. Dog Visitation. Blake shall have reasonable rights to take Archie, a French Bulldog, for play dates and as needed, overnight stays.

29. Other Property.

a. The parties have already equitably divided furniture and furnishings.

- b. Each party shall be awarded his or her clothing and personal effects not already in his or her possession.
- c. Each party shall be awarded as his or her separate property, property acquired by gift, devise or inheritance, or as a gift from the other party during the marriage.

OTHER

30. **Maiden Name.** Molly should have the option of restoring her name to Molly Brock, should she so desire.

31. **Independent Advice of Counsel.** The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

32. **Drafting.** Both parties contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

33. **Full Disclosure.** The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party

has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

34. Petition for Divorce. A Petition for Divorce was filed for this case on May 29, 2026.

35. Preparation of Final Documents. The parties agree that final documents may be prepared and filed consistent with the terms of this agreement. Per Utah Code of Judicial Administration 3-2.4(c), the parties agree that mediator Robert Jepson may prepare and file said documents with the Utah Courts as the Attorney-Mediator for the parties. They will equally split the cost of the preparation and submission of the documents.

36. Final Stipulation. This Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

END OF ORDER

– Signature of Judge Appears at Top of First Page –

APPROVED AS TO FORM AND CONTENT:

/s/Molly Terry

MOLLY TERRY,

Petitioner

Signed by Robert M. Jepson with

written permission obtained on September 25, 2026

/s/James Blake Terry

JAMES BLAKE TERRY,

Respondent

Signed by Robert M. Jepson with

written permission obtained on September 25, 2026