The Order of the Court is stated below:
Dated: October 13, 2026 07:28:04 AM **/s/** L DOUGLAS HOGAN
District Court Judge

Katie Menlove (20307)
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IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR TOOELE COUNTY, STATE OF UTAH

In the Matter of the Marriage of: KATHIE LOWRY, Petitioner, and BURTON SHANE LOWRY, Respondent.	**DECREE OF DIVORCE** Case Number: 264300311 Judge: L. Douglas Hogan Commissioner: Renee Blocher

THIS MATTER comes before the Court on Petitioner's Verified Petition for Divorce and Respondent's Answer and Counter Petition for Divorce. The parties, having reached a written Stipulation, the same having been received and approved by the Court. The Court, having entered its Findings of Fact and Conclusions of Law, and for good cause otherwise appearing:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

The parties are hereby awarded a Decree of Divorce, said Decree to become final upon its being signed by the court and entered in the Office of the Third Judicial District Court Clerk

1. The parties are granted a decree of divorce upon the grounds of irreconcilable differences.
2. The parties have 3 children together. The parties' children have all emancipated.
3. The marital home and real property located at 308 Valley View Drive in Tooele, Utah shall be handled as follows:
    a. Burt shall have the opportunity to conduct a buyout of Kathie's interest in the property for the total sum of $81,045.00 (This figure was arrived at via the stipulated value of the home of $371,000.00 and deducting the mortgage balance of $214,000.00 to arrive at net equity of $157,000.00. The net equity was divided in half, with Kathie awarded the sum of $78,500.00 for her share of the house equity. The sum of $2,545.00 was then added to Kathie's share of the net equity to offset the Chevy vehicle awarded to Burt, which yields the $81,045.00 sum).
    b. Pending the buyout, Burt is awarded exclusive use and occupancy of the property, being solely responsible for the mortgage payments, taxes, insurance, all utilities and routine/regular upkeep and maintenance in connection with the property. Burt shall remove Kathie from the utility obligations within 120 days of the date of entry of this decree of divorce.

c. Within 120 days of the date of entry of this decree, Burt shall complete the following-

i. Refinance, assume or otherwise finance the mortgage on the property in order to remove Kathie from the mortgage obligation.

ii. Pay to Kathie the sum of $81,045.00, as set forth at Paragraph 3(a) above.

iii. Kathie shall cooperate with Burt's efforts to remove her name from the mortgage loan and obtain financing to pay her equity interest, including completing and signing any forms necessary in order to effectuate the buyout.

d. Upon completion of the buyout, Burt is awarded the property as his sole and separate property free and clear of any claim or interest of Kathie, together with all equity therein and subject to all debt and encumbrance thereon; which he shall hold her harmless from. In conjunction with this, Kathie shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the property to Burt in its entirety.

e. Should Burt fail to complete the buyout in accordance with the terms and deadlines set forth above; then the property shall be listed for sale and sold. In the event of a sale of the property, the following provisions shall apply-

i. The property shall be placed/listed for sale with a mutually selected and agreed-upon realtor. Both parties must mutually agree to the

listing price. All offers and/or counter-offers must be agreed upon by both parties in writing prior to being made to a potential buyer. No offer or counteroffer may be accepted without the prior written approval of both parties.

ii. Any repairs required by law as a condition to sell shall be shared equally by the parties.

iii. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.

iv. Burt is awarded exclusive use and occupancy of the property until it is sold, being solely responsible for the mortgage payments, taxes, insurance, all utilities and routine/regular upkeep and maintenance in connection with the property; keeping the property in marketable condition.

v. Upon the sale of the property, the sale proceeds shall be used to pay in full and retire the mortgage loan; together with paying the costs of the sale, including closing costs and commissions. Once these obligations are satisfied, the net proceeds remaining from the sale shall be calculated, with each party allocated one-half of the net sale proceeds. Once each party's share of the net sale

proceeds is calculated, the total sum of $2,545.00 (offset for the Chevy vehicle awarded to Burt) will be deducted from Burt's share of the net sale proceeds and added to Kathie's share of the net sale proceeds; which sum shall be paid out to her at the time of the sale, in addition to her share of the net sales proceeds.

4. The parties shall coordinate a date and time within 30 days of the date of this Stipulation for Kathie, accompanied by Hollie and Alan, to work cooperatively and in good faith in order to equitably divide items of personal property at the residence identified at Paragraph 3 above. In connection with this, the following shall apply:

   a. Any items which are agreed upon by the parties to be awarded to Kathie shall be awarded to her. All items remaining at the residence not otherwise awarded to Kathie or in dispute, are awarded to Burt.

   b. If the parties are unable to agree regarding any item, they will return to mediation first, before going to Court, to attempt to resolve any such dispute(s) in good faith. The mediator will be mutually agreed upon, with the parties to share equally the cost of the mediator.

   c. If the parties are unable to reach an agreement regarding any disputed item(s) in mediation, either party may have the issue of division and/or valuation of any disputed item(s) decided by the Court. In connection with any disputed item(s), the item(s) shall be safeguarded at the residence until there has either been a written agreement from mediation regarding

the disputed item(s) or an order/decision from the Court regarding the disputed item(s).

d. In the event of a dispute or disagreement regarding any item(s) of personal property, such a dispute or disagreement is a standalone issue and will not form a basis to void or otherwise rescind or change any of the terms of the global divorce settlement as set forth in this Stipulation. In connection with this provision, if it is necessary for the parties to return to Court in order to have a trial or other Court proceeding/hearing to address division of the personal property, it is stipulated herein that, the issue of division of the personal property is specifically reserved and shall therefore be subject to future order of the Court.

5. Burt is awarded the 2013 Chevy Silverado as his sole and separate property free and clear of any claim or interest of Kathie; subject to all debt, liability and encumbrance thereon, which he shall hold her harmless from. Within 30 days of the date of this Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

6. The debts shall be divided as follows*:

a. Kathie

- Any credit cards solely in her name, any debts incurred solely by her and/or in her name, and any debts incurred solely by her since the date of separation on 5/16/26
- Her unpaid medical and dental expenses; past, present and future

b. Burt

- Any credit cards solely in his name, any debts incurred solely by him and/or in his name, and any debts incurred solely by him since the date of separation on 5/16/26
- His unpaid medical and dental expenses; past, present and future

*Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

c. The loan owing to Chase for the mortgage on the real property identified at Paragraph 3 above shall be handled as follows-

i. The loan is in both parties' names and both parties are jointly obligated on the loan.

ii. Burt shall continue to service the monthly mortgage payments on the loan pending a refinance/other financing/assumption or sale of the property as addressed at Paragraph 3 above.

- In the event of a refinance/other financing/assumption, Kathie will be removed from the obligation and Burt will be solely responsible for the obligation.

- In the event of a sale, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

7. Retirement/investment accounts will be handled as follows:

a. If Kathie has any retirement benefits or accounts with the State of Illinois, those are awarded to her as her sole and separate property free and clear of any claim or interest of Burt.

b. The Motorola pension plan in Burt's name shall be divided pursuant to the *Woodward* formula.

c. The Fidelity accounts (#4044 and #3852), Fidelity Rollover IRA (#6469), Toast Fidelity 401(k), Jabil Merrill Lynch 401(k) and Klein Tools T. Rowe Price 401(k) accounts in Burt's name shall be handled as follows-

   i. Each account shall be valued as of the date of entry of this decree of divorce.

   ii. Each party is awarded one half of the value of each account as of the date of entry of this decree of divorce, together with gains and losses on their respective portions of each account which accrue from the date of entry of this decree until the date of segregation of the account.

   iii. Kathie's share of the accounts shall be allocated to her via QDRO (s) or other Court order(s) or means of transfer required by the Plans.

   iv. Best efforts shall be made to offset the accounts as to value to minimize the number of QDROs necessary to effectuate the division of the collective accounts. No transfers, withdrawals or

loans shall be made or taken from any account until division of the accounts is completed.

v. After division of the accounts, the remaining balances of the accounts are awarded to Burt as his sole and separate property free and clear of any claim or interest of Kathie.

d. All order(s)/(Q)DRO(s) and/or other forms required in order to effectuate division of the retirement accounts as set forth at Paragraphs 7(b and c) above shall be prepared by David Hunter (801-473-4444), with the parties to share equally the preparation costs. The parties shall cooperate in order to provide to David any requested documents and information (including but not limited to statements) needed in conjunction with preparation, and shall also complete and sign any forms and/or other documents required in order to complete division of the accounts. All division orders and/or forms/documents shall be subject to both party's review and approval prior to being filed with the Court. The parties shall share equally any fees charged by any plan in connection with implementation of division of the account.

e. Burt is awarded the Fidelity (#7429) cash management account in his name as his sole and separate property free and clear of any claim or interest of Kathie.

f. The Fidelity (Western & Southern Life) annuity shall be handled as follows-

i. Kathie is awarded one half of the total value of the account on the date of division.

ii. Burt is awarded one half of the total value of the account on the date of division.

iii. The parties shall cooperate in order to complete and sign all forms necessary in order to effectuate division of the account as set forth at above, which shall be completed on a date which is most beneficial to the parties; meaning if it is more advantageous to wait to divide the account until July of 2027 when the account matures, then the partis will wait to implement the division at that time, however if the account can be divided prior to maturity without reducing its value, then the account will be divided within 30 days of the date of entry of this decree of divorce.

8. The financial institution accounts shall be handled as follows:

a. The joint Chartway accounts (#2841) are awarded to Burt. Within 30 days of the date of this Stipulation, Kathie shall remove herself from the accounts, with Burt to cooperate in order to complete and sign any forms necessary to remove Kathie from the accounts. At the time that Kathie removes herself from the accounts, she is authorized to make a one-time withdrawal of $920.00 from the accounts. After Kathie has been removed from the accounts, Burt is awarded all remaining funds in the accounts as his sole and separate property free and clear of any claim or interest of

Kathie. Kathie shall not make any withdrawals, transfers or debits of any kind from the accounts other than the $920.00 authorized herein.

b. Each party is awarded all financial institution accounts in their own names, together with all funds therein as their sole and separate property free and clear of any claim or interest of the other party. Specifically, Kathie is awarded her Jordan Credit Union (#9766) and Venmo accounts, and Burt is awarded his AFCU (#2934) and Venmo accounts.

c. The Amazon prime account in Burt's name shall be awarded to him solely, and shall only be used by him or with his permission from this time forward. Kathie shall not make any charges on the account, however shall be able to access the account in order to remove her saved items from the account within 30 days of the date of the Stipulation.

9. Taxes shall be handled as follows:

a. All state and federal tax returns for 2025 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

b. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

c. Commencing with the 2026 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

10. Kathie shall continue to be covered under Burt's health insurance policy until entry of this decree of divorce. Once this decree is entered, Kathie shall be removed from the policy and is responsible for her own health insurance coverage at her sole cost.

11. Each party is solely responsible for their own automobile/insurance coverage and associated premiums on the vehicles awarded to them at their own cost. The existing joint auto insurance policy shall be segregated as necessary and transferred to the appropriate party. The parties shall cooperate in order to complete and sign any forms necessary to effectuate this provision, which shall be completed within 30 days of the date of this Stipulation.

12. There are no whole life insurance policies with any cash value. Each party is awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; subject to all obligations and liabilities related thereto (including but not limited to monthly premiums) which shall be that party's sole responsibility and obligation which

they shall hold the other party harmless from. Each party is under an affirmative duty to change their beneficiary designations accordingly.

13. Each party is solely responsible for their own cell phone plan and account at their sole cost and solely responsible for any obligations/fees associated with their individual phones and phone lines. Kathie will be removed from Burt's plan and in connection with this is awarded her own cell phone and number (847-973-6079). The parties shall cooperate in order to sign and complete any forms necessary to implement this provision, including porting Kathie's cell phone number to a new account/plan; which shall be completed within 30 days of the date of the Stipulation.

14. Alimony shall be as follows:

    a. Burt shall pay alimony to Kathie in accordance with the following schedule-

        i. The sum of $3,500.00 per month, commencing the month of October of 2026 through the month of September of 2027 (1 year).

        ii. The sum of $3,200.00 per month, commencing the month of October of 2027 through the month of September of 2029 (2 years).

        iii. The sum of $2,800.00 per month, commencing the month of October of 2029 through the month of September of 2032 (3 years).

        iv. The sum of $2,500.00 per month, commencing the month of October of 2032 through the month of September of 2036 (4 years).

b. Alimony shall be paid in two equal monthly installment payments of one-half on or before the fifth of each month and one-half on or before the twentieth of each month.

c. Alimony shall terminate earlier than the terms set forth at Paragraphs 14(a)(i-iv) above upon the death of either party, or upon Kathie's re-marriage or co-habitation; whichever should first occur.

15. As and for a global property settlement, Kathie is awarded the total sum of $15,430.00, to be tendered to her by Burt within 30 days of the date of entry of this Stipulation.

16. Both parties will coordinate with the parties' child Luna in order to access the Dropbox account so that Kathie can transfer/copy the files/data to her own account within 90 days of the date of the Stipulation.

17. Kathie shall remove her items of personal property from the storage unit within 30 days of the date of the Stipulation.

18. At her sole option and election, Kathie may be restored to her maiden surname of "Simmons".

19. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). Any and all communication between the parties shall be civil. Neither party shall use the

other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

20. The parties shall each pay their own attorney fees and costs incurred in this matter.

21. The Agreement will settle all claims and issues between the parties as of the date of the Stipulation. Accordingly, the parties expressly waive all such claims and interests, which are hereby extinguished.

22. The temporary order hearing currently scheduled for 11/6/26 and the discovery hearing currently scheduled for 1/15/27 shall be stricken.

23. Both parties shall execute all documents required in order to effectuate the terms of the Stipulation.

24. The Stipulation will be filed with the Court as the binding agreement of the parties. Findings and a Decree conforming to the terms of the Stipulation will be prepared by attorney Menlove and sent to attorney Hogelin for review and approval prior to being filed with the Court.

[THIS DOCUMENT CONCLUDES HERE; SIGNATURES ARE FOUND ON FIRST PAGE.]

Approved as to form this 6th day of October 2026.

/s/ Jon M. Hogelin*
Jon M. Hogelin
Attorney for Respondent
*electronically signed by Katie Menlove with emailed permission from Jon M. Hogelin dated October 6, 2026.

CERTIFICATE OF DELIVERY

I hereby certify that on this 5th day of October 2026, I delivered true and correct copy(s) of the foregoing **DECREE OF DIVORCE** to the following party(ies) via email:

Jon M. Hogelin (14981)
Spencer J. Salcido (14490)
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/s/ Savannah Perschon