**ANTENUPTIAL AGREEMENT**

 AGREEMENT made this \_\_\_\_\_\_ day of July, 2022 between WIFE of Boston, Massachusetts (hereinafter referred to as “Wife”) and HUSBAND of Boston, Massachusetts (hereinafter referred to as “Husband”) (hereinafter sometimes referred to as a “Party” and collectively as the “Parties”).

**WITNESSETH**

WHEREAS, Wife and Husband have had a strong, personal relationship for some time and are intending to enter into a marriage with each other; and

WHEREAS, both Wife and Husband are well-educated, and are capable of generating income and acquiring property in the future through their respective independent talents, skills, training, energies and efforts; and

WHEREAS, both Wife and Husband have generated income and have acquired property which has been produced through their respective independent talents, skills, training, energies and efforts; and

WHEREAS, Wife is likely to inherit or be gifted substantial assets, income and/or property interests, including business and trust interests, from her family and currently has certain property interests, including business and trust interests, from her family; and

WHEREAS, Husband is likely to inherit or be gifted certain assets and/or property interests from his family; and

WHEREAS, it is recognized by the Parties that such inheritances, gifts, income and/or property interests are totally independent of any effort or contribution of the intended marriage of the Parties, irrespective of the date of transfer or distribution of such inheritances, gifts, income and/or property interests; and

 WHEREAS, each Party respects and appreciates the other’s desire to keep her/his “Separate Property,” as defined herein, as separate and independent property free from inclusion, except as may otherwise be expressly provide herein, in their marital estate and free from claim of the other by reason of statutory right, marital claim, claim of support or otherwise in the event that either Party files any action to effect a separation of the Parties or for separate support or divorce or in the event that said marriage is terminated for any reason, including death, and each is desirous of entering into this Agreement releasing any rights either may acquire in the other’s Separate Property by reason of their marriage except as may otherwise be expressly provided herein; and

 WHEREAS, each Party acknowledges that it is her/his intention that this Agreement continue to apply and be enforceable irrespective of any future gifts, inheritances, legacies, bequests, trust distributions or transfers of income and/or property from Wife ’s family to her individually; and

 WHEREAS, each Party has disclosed to each other all of the assets possessed by each, the liabilities of each, the income of each, and opportunity for inheritance of each as set forth on the statements of each Party annexed hereto and named Schedule A and Schedule B; and

 WHEREAS, each Party has entered into this Agreement with knowledge of the property of the other, of each other’s likelihood for future gifts, inheritances, income and/or property interests, and of all the rights conferred by law on each in the property of the other and the opportunity of each to seek support from the other by virtue of their proposed marriage; and

WHEREAS, each Party recognizes that this Agreement permits each of them to define the material aspects of their relationship before they enter into the status of marriage and that each is free not to marry if either finds the terms of this Agreement to be unsatisfactory and that each acknowledges that if a marriage between them ensues, such marriage is entered into with the express intention and upon the condition that the financial rights and responsibilities of each in the event of a termination of the marriage be defined by the terms of this Agreement; and

 WHEREAS, each Party recognizes the significance to each of this Agreement in contemplation of marriage and acknowledges that absent the execution of this Agreement the marriage will not take place; and

 WHEREAS, this Agreement is not intended to be and is not to be construed as an inducement to separation, separate support or divorce, and is in no way in consideration of obtaining a separation or divorce. The Parties respect the public policy in favor of the solemnity of marriage, and each enters into marriage with full intention that the marriage shall succeed.

 NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein and in consideration of the love and affection of the Parties hereto and in consideration of their intended marriage, Wife and Husband mutually covenant and agree to the following upon the solemnization of their marriage:

 **Introductory Provisions**

1. Each party proclaims full and comprehensive knowledge of all rights conferred by law upon each Party by virtue of said intended marriage, including but not limited to divorce laws and laws that apply in the event of death. This Agreement shall determine and fix the disposition of the Parties’ “Separate Property” as defined herein and shall outline the process for establishing support, if any, and division of non-Separate Property.
2. Wife has such property, liabilities, income, and opportunity for inheritance as is set forth in Schedule A attached hereto and made a part hereof, and Husband has such property, liabilities, income, and opportunity for inheritance as is set forth in Schedule B attached hereto and made a part hereof. The description of and values attributed to the properties, liabilities, incomes, and opportunity for inheritance identified in Schedules A and B constitute reasonable approximations. For the purpose of this Agreement, the Parties agree and acknowledge that the values assigned to Schedules A and B, including the values of Separate Property which appear on Schedules A and B, are good faith estimates of value and that neither Party shall be deemed to have made any misrepresentation of property value by reason of the absence of any formal appraisal of value having been obtained in support of such assigned value or the imprecision or lack of any value assigned. Each Party states that he and she is satisfied with these approximations of value and descriptions of assets as listed on the other Party’s Schedule and each Party expressly foregoes the right to pursue any further discovery of the assets, liabilities, income, and opportunity for inheritance at this time as set forth on the other Party’s Schedule.
3. Wife and Husband have each had independent legal counsel of their respective choosing prior to their execution of this Agreement, Wife ’s counsel being Claire K. Forkner, Esquire and David H. Lee, Esquire of Lee & Rivers LLP, Boston, Massachusetts and Husband ’s counsel being \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Each Party acknowledges that she/he: (a) has read this Agreement in full; (b) has been fully informed of all rights and liabilities hereunder; (c) is satisfied with the advice she or he has received; and (d) has executed this Agreement after consultation with her or his respective legal counsel. Neither Party is under any mental or physical disability at the time of the execution of this Agreement. Both Parties acknowledge their review of a copy of Massachusetts General Laws Chapter 208, section 34 and sections 48 through 55, and their understanding that in the event of the filing of a complaint, action or petition for divorce, separate support or legal separation (hereinafter collectively referred to as “a Complaint”), but for this Agreement, property might be provided to a Party pursuant to General Laws Chapter 208, section 34 and alimony might be provided to a Party pursuant to General Laws Chapter 208, sections 48 through 55 in amounts or in consideration of assets, income or factors which may differ from that which is provided by the terms of this Agreement.
4. Each Party acknowledges that this Agreement has been entered into through discussions and negotiations with advice and assistance of their respective counsel, and each Party enters into this Agreement of his or her own accord and as a result of his or her own judgment. Each Party acknowledges that through discussions with his and her respective legal counsel, he/she is aware of the rights to which each may or will become entitled after marriage with regard to death of a spouse and with regard to alimony and distribution of property incident to separation and/or divorce. The Parties have been informed by their respective counsel and hereby acknowledge that, in the absence of this Agreement:
5. each of them would, as a matter of law, be entitled as surviving spouse of the other to receive, on the other’s death, a share of the deceased spouse’s real and personal estate;
6. in the event that the marriage is terminated by legal proceedings or that a Complaint is instituted by either Party, each Party could be obligated to make payments to the other for support or as alimony (including alimony *pendente lite*) from his/her Separate Property; and
7. in the event that the marriage is terminated by legal proceedings, each Party may be entitled to an equitable distribution of the Separate Property of the other.
8. The Parties recognize that this Agreement deals with valuable personal rights concerning property and financial matters. The Parties hereby acknowledge that this Agreement has been negotiated with consideration of the reasonableness and fairness of its terms. Further, the Parties acknowledge that they have considered the Agreement in light of their respective financial circumstances, family ties, previous commitments and all of the facts, conditions and circumstances likely to influence the judgment of each with respect to this Agreement. After consideration of all the above, the Parties deem it to be in their best interests to execute this Agreement which they deem to be fair and reasonable.
9. Irrespective of when this Agreement is executed prior to the Parties’ intended marriage, the Parties acknowledge that a proposal for the specific material provisions of this Agreement was received by Husband in May of 2022. The following weeks and months were spent discussing and negotiating the terms of this Agreement. The Parties have entered into this Agreement as a product of negotiation between them, freely and voluntarily in the total absence of any duress or coercion regardless of any particular circumstances.
10. The Parties hereby expressly acknowledge that each was free to refuse to sign this Agreement, and free to refuse to marry the other. The Parties also expressly acknowledge that the terms of this Agreement are fair and reasonable, and that they are not unconscionable at the time of the execution of this Agreement, nor do they contemplate, by reason of the terms set forth herein, that they will be deemed unconscionable at the time that either of the Parties may seek to enforce the terms of this Agreement in the future, as the Parties have contemplated the totality of the facts and personal/financial circumstances as they exist today and as they may change in the future; and taking all of the above into account, it is the express intent of each of the Parties that this Agreement survive as a contract between them with independent legal significance. Each Party agrees that, in the event of the commencement of a Complaint, neither will assert a claim that he or she has been substantially stripped of all of his or her marital interests due to an insufficiency of funds for maintenance and support, or otherwise, despite such factors as a diminution in lifestyle for one of the Parties compared to that which was enjoyed by both of the Parties during the pendency of the marriage; the vast disparity between the Parties’ apparent current ability to acquire future assets and income; the length of the marriage; or any other mandatory or discretionary factor (such as those found in Massachusetts General Laws Chapter 208, sections 34 and 53) which a court of competent jurisdiction might otherwise take into account in assessing the validity and enforceability of this Agreement.
11. Both of the Parties are aware that in the future the financial circumstances of either or both of them may be altered in some way, whether substantially, directly, indirectly or otherwise. The Parties further recognize that in the future, but for this Agreement, either might have different rights to the property of the other as a result of changes in their residence, changes in the laws of the Commonwealth of Massachusetts or other jurisdictions, case law or other remedies which would result in additional money or property being required to pass to one from the other. The Parties hereby agree that any such change shall have no effect upon the provisions of this Agreement and any attempts to enforce any additional rights shall be deemed a breach of this Agreement. The Parties have executed this Agreement fully cognizant of the binding and permanent effect of this Agreement and the provisions hereof, fully cognizant of the rights which each is waiving by the execution hereof and fully cognizant that they are waiving rights which they may acquire after the date hereof.

**Definitions**

9. For the purpose of this Agreement, the length of the marriage shall be deemed to be the period of time which runs from the date of marriage to the earliest to occur of: (a) the filing of a Complaint; or (b) the death of a Party.

10. For the purpose of this Agreement, “Separate Property” of a Party shall mean:

a. All property in which a Party has any interest as of the date of the execution of this Agreement regardless of how such interest is held;

b. All property acquired by a Party subsequent to the execution of this Agreement through gift or inheritance;

c. All trust interests as well as any distributions of principal from any trust in which a Party has an interest, whether received prior to or following the execution of this Agreement;

d. All appreciation or increments in value to Separate Property regardless of the cause of such appreciation or increments in value;

e. The proceeds of property heretofore or hereafter identified within this paragraph as Separate Property in the event of the transfer, sale, financing, borrowing against or disposition of such property heretofore or hereafter identified Separate Property or any portion thereof;

f. All property acquired from the proceeds from transfer, sale, financing, borrowing against or disposition of such heretofore or hereafter identified Separate Property or any portion thereof;

g. All income earned with respect to Separate Property whether or not actually taken into possession by a Party and any property acquired from the application of such income;

h. All property acquired by a Party subsequent to the execution of the Agreement in any entity or any property in which any member of the Party’s family is involved as an owner, investor or beneficiary. For the purposes of this Paragraph neither Party shall be considered a member of the other Party’s family; and

i. All retirement assets of a Party whenever and however acquired including but not limited to pension plans, 401(k)s, and IRAs.

**Payment to Husband**

 11. Within seven (7) days of their marriage, Wife shall pay to Husband Fifteen Thousand Dollars ($15,000) in cash which monies shall become Husband ’s Separate Property as defined in Paragraph 10 above.

**Treatment of Separate Property During Marriage**

12. Except as may otherwise be expressly provided herein, the Separate Property of each Party, both real and personal and wherever situated, shall remain and be the sole property of the owner subject to her/his individual control and use as if she or he were unmarried. Each Party shall keep and retain the entire and exclusive right to control, enjoy and dispose of her and his respective Separate Property whether by will or other testamentary disposition, or by disposition and use during life, without interference by or from the other as further provided below. Each Party agrees that the other may transfer or dispose of his and her Separate Property free and clear of all rights, interests or claims of the other and, upon request of the other, she/he shall execute such documents as may be necessary or convenient to make effective any such transfer. Further, both Parties shall execute such documents as may be necessary or convenient with respect to the beneficiary designation of a Party’s retirement assets and each party hereby waives any spousal right to be the beneficiary of a Party’s retirement assets unless otherwise agreed to by the Parties.

13. In the event the Parties file joint federal and/or state tax returns during their marriage and there is taxable income attributable to either Party’s Separate Property which is reported by the Parties on the return(s) he/she shall individually pay that taxable income attributable to his/her Separate Property from his/her Separate Property.

14. Nothing contained herein shall be construed as a bar to either of the Parties giving any of his or her property to the other or as a bar to the receipt by a Party or another of any gift from the other Party. Any such property gifted shall become the Separate Property of the Party or person to whom it was gifted.

15. If either Party transfers any of her/his Separate Property into joint names, such property shall be converted to non-Separate Property as defined herein and shall no longer be considered Separate Property.

**Provisions in the Event of Death**

16. Except as provided in Paragraph 17 below, after the death of a Party hereto, his or her Separate Property shall be free from any claims of the other including, without limitation, distributive share of the other’s estate in the event he or she dies intestate, election to take against the other’s will if he or she dies testate, the right to serve as administrator or administratrix of the other’s estate, or any other right, statutory or otherwise, arising by reason of the marriage between them. The parties agree that claims with respect to homestead are addressed below in Paragraph 17. This paragraph shall constitute a waiver of claim by each Party as to the Separate Property of the other Party.

17. a. If Wife dies at a time when the Parties are still married and a Party has filed a Complaint, Husband shall receive through an estate plan vehicle established by Wife prior to her death and/or life insurance, a lump sum cash payment as follows, in addition to Husband ’s one-half of all non-Separate Property, including Husband ’s one-half of any real estate which the parties occupied as their residence at the time of the filing of the Complaint, and Husband shall renounce, reject and deny any and all other monies, bequests, gifts, inheritances or the like from Wife :

i. for a marriage of five (5) years or less, Thirty-Five Thousand Dollars ($35,000);

ii. for a marriage of more than five (5) years but less than ten (10) years, Fifty Thousand Dollars ($50,000);

iii. for a marriage of more than ten (10) years but less than fifteen (15) years, One Hundred Thousand Dollars ($100,000);

iv. for a marriage of more than fifteen (15) years but less than twenty (20) years, Two Hundred Thousand Dollars ($200,000); or

v. for a marriage of more than twenty (20) years, Two Hundred and Fifty Thousand Dollars ($250,000).

b. If Wife dies at a time when the Parties are still married and neither Party has filed a Complaint, Husband shall receive through an estate plan vehicle established by Wife prior to her death and/or life insurance, (1) all non-Separate Property, including but not limited to Wife ’s interest in any primary residence of the Parties, unless the parties otherwise agree in writing, (2) whatever Wife may choose to provide for Husband after the execution of this Agreement through her estate plan, and Husband shall not be precluded by this Agreement from taking anything Wife may so choose to provide for him, and (3) a lump sum cash payment as provided in subparagraphs 17 a. (i) – (v) above.

**Property Division and Spousal Support in the Event of Divorce**

18. In the event of the filing by either Party of a Complaint, each Party shall retain his/her respective Separate Property free from any claim of the other by reason of any and all marital rights; and any liability relating to Separate Property shall be assigned to the owner of the Separate Property. Neither Party shall make any claim for distribution or share of the other’s Separate Property in connection with any Complaint regardless of the grounds for such Complaint.

19. In the event of the filing by either Party of a Complaint, any property which is not Separate Property shall be considered non-Separate Property and shall be divided equally between the Parties. This shall include but not be limited to any bank accounts held in joint names by the Parties and any property purchased by such bank accounts held in joint names by the Parties. Any liability relating to non-Separate Property shall also be divided equally between the Parties.

20. Upon entry of a judgment of divorce absolute, Wife shall pay to Husband , as a property division, a lump sum of money in cash, check or money order as follows:

a. for a marriage of less than five (5) years Wife shall pay to Husband Thirty-Five Thousand Dollars ($35,000);

b. for a marriage of at least five (5) years but less than ten (10) years Wife shall pay to Husband Fifty Thousand Dollars ($50,000);

c. for a marriage of at least ten (10) years but less than fifteen (15) years Wife shall pay to Husband One Hundred Thousand Dollars ($100,000);

d. for a marriage of at least fifteen (15) years but less than twenty (20) years Wife shall pay to Husband Two Hundred Thousand Dollars ($200,000); or

e. for a marriage of twenty (20) years or more Wife shall pay to Husband Two Hundred and Fifty Thousand Dollars ($250,000).

21. In the event of the filing by either Party of a Complaint, any real estate that the Parties occupy as their residence and have acquired during their marriage, regardless of how title to such real estate is held, whether in individual names, jointly, in common, or in trust with one or both of the Parties as the beneficiaries, shall be divided equally between the Parties.

In the event one or both of the Parties wishes to retain such property, then the Parties shall attempt to determine between themselves who shall retain the property and at what value. If they cannot so determine, the Party who is willing to pay the other Party more for his/her interest in the property, within the range of reasonable fair market value, shall retain the property. In the event neither one of the Parties wishes to retain such property, or neither Party is willing to pay the other Party more for his/her interest in the property, the property shall be placed on the market for sale and the net sale proceeds received from the sale of the property shall be divided equally between the Parties.

22. To determine fair market value of any real or personal property that is non-Separate Property, in the absence of agreement upon value, the Parties shall attempt to agree upon a joint appraiser or joint appraisers to appraise the fair market value of the property. If they cannot agree upon a joint appraiser or joint appraisers, each party shall obtain an appraiser to determine the fair market value of the particular property. If the two appraised values for each piece of property are identical or the two appraisers are able to agree upon a value or a single appraiser has been agreed upon, that appraised value or single appraiser’s value shall be the fair market value of the property. If the two appraisers have different values assigned to the property and the higher value is no more than One Hundred and Ten Percent (110%) of the lower value, the values will be averaged and the figure arrived at by that calculation shall be the fair market value of the property. If the higher value is more than One Hundred and Ten Percent (110%) of the lower value and the appraisers cannot agree upon a value, the two appraisers shall designate a third appraiser to appraise the property. The average of (i) the third appraisal value and (ii) the closest of the two prior appraisal values shall be the fair market value.

23. In the event of the filing by either Party of a Complaint, nothing in this Agreement, except as provided in this Paragraph 23, is intended to address the provision of spousal support or alimony by one Party to the other, if any, from sources which are not either Party’s Separate Property. These issues are specifically reserved to be addressed by agreement between the Parties, or in the absence of agreement to be determined by alternative dispute resolution or a court of competent jurisdiction. The Parties agree, however, that in the event of the filing by either Party of a Complaint the Separate Property of each Party, as defined in Paragraph 10 a. through i., shall not be taken into consideration by the Parties, by alternative dispute resolution or by a court in any manner in determining the provision of spousal support or alimony by one Party to the other, except to the extent Wife receives a regular reoccurring guaranteed distribution/salary from any source, including from her Separate Property, on account of her labors and services (e.g., currently Wife receives a monthly distribution of $\_\_\_\_\_\_\_\_ from BLANK LLC for her labors and services).

24. Neither Party shall make any claim inconsistent with the terms of this Agreement against the other and each Party hereby waives any claim thereto for alimony, separate maintenance, spousal support or division or assignment of the Separate Property or income derived from either Party’s Separate Property. In connection with a Complaint, this Agreement may be cited by either Party in any court of competent jurisdiction as a waiver and release of any claim that is inconsistent with the terms of this Agreement. In default of this obligation and commitment, the Party contesting the Agreement shall be deemed to be in breach of this Agreement and subject to pay damages to the other Party, including costs and counsel fees, incurred in connection with the enforcement of this Agreement and the collection of such damages.

25. If any court, notwithstanding the provisions of this Agreement, enters any order for temporary support, temporary alimony or *pendente lite* support that is inconsistent with the provisions of this Agreement (that is, for support based upon income derived from Separate Property or Separate Property itself), or for any distribution of funds or property to one Party inconsistent with the provisions of this Agreement (that is, distribution of funds or property derived from Separate Property or Separate Property itself), the intended recipient shall refrain from taking any such support or property into his or her possession and shall indemnify the other Party and make him or her whole, including, but not limited to the reasonable costs and expenses incurred in connection with defending any claim for such award or reduction of obligation.

26. Each Party hereby completely releases and discharges the other Party from and against any obligation which he or she may be ordered to pay or undertake to satisfy any order or judgment of any court rendered with respect to alimony, spousal support or property distribution inconsistent with the terms of this Agreement.

**Medical & Dental Insurance & Uninsured Expenses**

27. If either Party is covered by the other Party’s medical and/or dental insurance plan at the time a Complaint is filed, the Party with the insurance plan(s) (hereinafter the “Covered Party”) shall continue to provide medical and/or dental insurance coverage for the other Party for a period of one (1) year from the entry of a Judgment of Divorce Absolute. If there is any extra cost for the Party’s continued coverage beyond the cost for the Covered Party to maintain his or her individual coverage or family coverage if there are unemancipated children for whom he or she has the obligation to maintain coverage under a family policy, that Party shall reimburse the Covered Party for that extra cost on a monthly basis. A Covered Party’s obligation to provide medical and/or dental insurance shall terminate earlier in the event of the Party’s remarriage, either Party’s death, the Party having medical insurance coverage available to him or her through his or her employer or by reason of any policy provided by an entity in which such Party has an interest, the Covered Party’s retirement, or the Covered Party’s employer’s or insurer’s refusal to permit the Party to remain covered or prevailing law no longer permitting his or her continued coverage.

28. Neither Party shall be responsible for the uninsured medical and dental expenses of the other Party.

**Attorneys’ Fees**

29. If either Party files a Complaint, each Party shall be solely responsible for the payment of his or her respective legal fees for services rendered to him or her in connection with any such Complaint. If a court of competent jurisdiction finds a Party to be in breach of this Agreement, the breaching Party shall pay all reasonable attorneys’ fees and costs of the non-breaching Party.

**Child Support**

30. Nothing in the agreement shall be deemed to establish the relative contributions of each Party towards the support of any child or children who may be born to both Wife and Husband as the biological parents of such child or children or adopted by both Parties together during the marriage. In the event of the commencement of any Complaint with respect to which the issue of support, custody and access to minor children is at issue, the Parties shall attempt to agree upon the same through discussions between them or through a process of mediation with an agreed upon mediator trained in alternative dispute resolution; however, if they are unable to agree, such issues shall be determined by a court of competent jurisdiction.

**General Provisions**

31. This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators and assigns of each of the Parties.

32. If any provision of this Agreement shall be deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement and each of said other provisions shall be enforced to the fullest extent permitted by law.

33. This Agreement may be modified, rescinded or voided at any time by both Parties signing a dated, witnessed and notarized written document expressing the intent that this Agreement be modified, rescinded and/or voided following an exchange between them of then current statements disclosing their respective, assets, liabilities and incomes. No modification of any of the terms of this Agreement shall be valid unless it complies with the preceding sentence.

34. The validity and construction of this Agreement shall be determined in accordance with the laws of the Commonwealth of Massachusetts exclusively.

35. This Agreement shall become effective only upon and in the event that the contemplated marriage between the Parties hereto is solemnized within one (1) year herefrom.

36. Both Parties specifically waive the filing of this Agreement pursuant to the terms of Massachusetts General Laws Chapter 209, section 26.

37. This Agreement shall not be extinguished by merger as a result of incorporation in any order or judgment of a court. This Agreement shall in all events survive any order or judgment of any court of competent jurisdiction and be forever binding upon the Parties, with independent legal significance.

38. If, in the future, a judgment of separation, separate support or divorce shall be entered in any action or proceeding between the Parties, this Agreement shall be exhibited to the presiding judge before whom such proceeding shall be heard, and both Parties shall request the judge to incorporate this Agreement as part of its judgment, but nonetheless it shall survive such judgment and at all times be construed as an Agreement having independent legal significance. If the court does not accept this Agreement as part of its judgment, then the Parties agree that this Agreement shall nevertheless survive as a contract between them and be forever binding and conclusive as to their rights and liabilities and those of their respective heirs, legatees, devisees, administrators, executors and other legal representatives and assigns.

39. This Agreement shall be and is, both in law and in equity, a bar to and an estoppel against any claim that either Party may make or have against any part of the Separate Property of the other (real, personal or mixed property) or to receive alimony or spousal support from the other Party from Separate Property or income derived from Separate Property.

40. Neither party shall be construed to be “the drafter” of this Agreement such that provisions of this Agreement would be construed prejudicially against either party for that reason.

41. This Agreement shall be executed in four (4) counterparts, each of which shall be deemed an original and all constituting together one and the same instrument, this being one of the counterparts.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WIFE HUSBAND

**STATEMENT OF NOTARIZATION AND AFFIRMATION**

**FOR WIFE**

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_\_\_\_\_\_\_\_\_, ss:

 On this \_\_\_\_ day of July 2022, then personally appeared before me the above-named WIFE who, after being sworn, acknowledged under oath the execution of this Antenuptial Agreement to be her free act and deed, and freely and openly stated and affirmed under oath:

1. That her attorney, Claire K. Forkner, has explained to her the relevant law of Massachusetts relative to the rights of prospective spouses and spouses in connection with antenuptial agreements and separation, separate support or divorce proceedings, including, without implied limitation, the provisions of Massachusetts General Laws, Chapter 208, Sections 34 and 48 through 55 and also explained to her the rights of a surviving spouse under Massachusetts law, including, without implied limitation, dower, homestead rights, claims to take against a will, claims for allowances and claims related to intestacy; and

2. That she has read the Antenuptial Agreement, she understands the same fully, and that the Agreement is fair and reasonable; and

3. That she is executing the same of her own free will and without any undue influence, coercion or duress.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires:

**STATEMENT OF NOTARIZATION AND AFFIRMATION**

**FOR HUSBAND**

STATE OF NEW HAMPSHIRE

\_\_\_\_\_\_\_\_\_\_\_\_\_, ss:

 On this \_\_\_\_\_ day of July 2022, then personally appeared before me the above-named HUSBAND who, after being sworn, acknowledged under oath the execution of this Antenuptial Agreement to be his free act and deed, and freely and openly stated and affirmed under oath:

 1. That his attorney, has explained to him the relevant law of Massachusetts relative to the rights of prospective spouses and spouses in connection with antenuptial agreements and separation, separate support or divorce proceedings, including, without implied limitation, the provisions of Massachusetts General Laws, Chapter 208, Sections 34 and 48 through 55, and also explained to him the rights of a surviving spouse under Massachusetts law, including, without implied limitation, dower, homestead rights, claims to take against a will, claims for allowances and claims related to intestacy; and

2. That he has read the Antenuptial Agreement, he understands the same fully, and that the Agreement is fair and reasonable; and

3. That he is executing the same of his own free will and without any undue influence, coercion or duress.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public:

My commission expires:

**SCHEDULE A**

**APPROXIMATE ASSETS, LIABILITIES, INCOME AND OPPORTUNITY FOR GIFTS AND/OR INHERITANCE**

**OF WIFE**

**SCHEDULE B**

**APPROXIMATE**

**ASSETS, LIABILITIES, INCOME AND OPPORTUNITY FOR INHERITANCE OF HUSBAND**