

## Antenuptial Agreement

This Antenuptial Agreement is made at Columbus, Ohio this 18th day of April, 2003, by and between [**Harold Husband**] ("Husband") and [**Wilma Wife**] ("Wife").

WHEREAS, the parties are not now married, but they presently contemplate marriage to each other; and

WHEREAS, the parties desire to enter into this Antenuptial Agreement in order to provide for and define with certainty their rights upon divorce, dissolution, separation, or death; and

WHEREAS, the recitals contained herein demonstrate the basis for and some of the consideration of the parties in connection with entering into this Antenuptial Agreement; and

WHEREAS, Husband is the direct or beneficial owner of certain property listed on Exhibit A, which is attached hereto and made a part hereof, and Wife is the direct or beneficial owner of certain property listed on Exhibit B, which is attached hereto and made a part hereof and which property is worth substantially less than the property owned by Husband; and

WHEREAS, each party has made a complete and full disclosure of his or her assets; each party was given a copy of this agreement on [**DATE**]; each party has been represented by separate and independent counsel, counsel for Husband being [**Arthur Attorney**], and counsel for wife being [**Larry Lawyer**]; each party has had a chance to and has discussed this Antenuptial Agreement with his or her lawyer; each party fully understands the terms and consequences of executing this Antenuptial Agreement; and each party enters into this Antenuptial Agreement voluntarily and without fraud, coercion, duress, or any outside promise of anything of value; and

WHEREAS, the parties desire to set forth herein their entire agreement and have agreed that neither shall have any right, interest or claim in or to the property of the other, except as provided in this Antenuptial Agreement, during any time which they are married, or upon divorce, dissolution, separation, annulment, or death of the other; and

WHEREAS, each party has been made familiar with the terms and procedures relating to the division of property in the event of a divorce, dissolution, separation, and/or annulment, and they desire and intend by this Agreement to simplify any procedures in the event they marry and subsequently become divorced, have a dissolution, separation, and/or annulment and to avoid or reduce any uncertainties with respect to any such subsequent divorce, dissolution, separation, and/or annulment;

WHEREAS, Husband [**has or has not**] previously been married, [**has not or has**] children, is presently self-supporting, and expects to remain self-supporting for the foreseeable future; and

WHEREAS, Wife [**has or has not**] previously been married, [**has not or has**] children, is presently self-supporting, and expects to remain self-supporting for the foreseeable future; and

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WHEREAS, Husband is [description of job and salary] which approximate level of average annual income he expects to maintain or increase for the foreseeable future; and

WHEREAS, Wife is [description of job and salary] which approximate level of average annual income she expects to maintain or increase for the foreseeable future; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and in consideration of the marriage and the disclosures herein, the parties agree as follows:

**Voluntary Transfers and Designations**

1. Nothing herein shall in any way limit the right of either party to make any voluntary transfer, including but not limited to gift to the other party, during life, or at death by will, codicil, trust instrument, life insurance beneficiary designation, joint and survivorship or other survivorship designation, pension, IRA or annuity beneficiary designation, or otherwise, or to receive any such gift. In addition, nothing herein shall in any way limit the right of either party to appoint the other as Executor or Personal Representative of his or her estate, or to designate the other as Trustee under any trust instrument created by either party.

**Transfers While Living**

2. Except as otherwise provided in this Antenuptial Agreement, each party, while living, may freely sell, exchange, gift, place in trust (whether or not he or she retains an interest therein), or otherwise dispose of all his or her respective property, whether now owned or hereafter acquired. Each party will, upon the request of the other, or of his or her next of kin, distributees, executors, administrators, devisees, legatees, successors or assigns, execute, acknowledge and deliver such waivers, deeds or other instruments of release or conveyance, including an irrevocable power of attorney, as will enable the other to convey, encumber or otherwise dispose of his or her property free from any right of the other party including the right of dower or any similar right. Upon the failure of such requested person to do so within ten (10) days after such request, at the option of the requesting party, this Antenuptial Agreement or any copy hereof shall constitute such a waiver, deed or other instrument of release or conveyance.

**Transfers Upon Death**

3. Each party, upon death, may freely dispose of his or her property, whether now owned or hereafter acquired, by will, codicil, trust, contract, or otherwise. Each party is hereby barred from, hereby waives and hereby relinquishes to the other party and to his or her next of kin, heirs, distributees, executors, administrators, devisees, legatees, successors, and assigns, any and all of the following marital rights:

A. Right to elect to take at law against the will or other testamentary dispositions of the other;

B. Right to dower or curtesy in any form whatsoever;

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C. Right to allowance for support;

D. Right to remain in the mansion house or residence free of charge for one year, or the fair rental value of the unexpired term of residence if such property is sold within the one-year period following date of death;

E. Right to a motor vehicle;

F. Right to administer the estate of the other; and

G. Any and all other rights in and to the estate of the other, and any and all other rights arising from the marital relationship, whether conferred under the laws of the State of Ohio or of any other state.

Except as otherwise may be provided in this Antenuptial Agreement, each party further agrees that, upon the death of the other, the deceased party's property not disposed of by will, codicil or otherwise shall descend to, vest in, and be distributed to such person or persons as would be entitled thereto under the laws of descent and distribution of the State of Ohio if such deceased party had died intestate without a surviving spouse. Each of the parties will, upon the request of the other, or of his or her next of kin, heirs, distributees, executors, administrators, devisees, legatees, successors, or assigns, execute, acknowledge and deliver such waivers, deeds, or other instruments of release or conveyance, including an irrevocable power of attorney, as will effectively bar any or all above relinquished or waived rights. Upon the failure of such requested person to do so within ten (10) days of such request, at the option of the requesting party, this Antenuptial Agreement or any copy hereof shall constitute such a waiver, deed, or other instrument of release or conveyance.

#### **Rights Upon Divorce, Dissolution, or Separation**

4. Except as otherwise provided in this Antenuptial Agreement, in the event of a divorce, dissolution of marriage, annulment, action for spousal support only, action for legal separation, or separation as a result of a formal separation agreement or final decree of legal separation, the following agreements shall apply:

A. Separate Property. All separate property, real and personal, tangible and intangible, shall remain free and clear of any claim by the other party including all claims arising by reason of the marriage or relationship. Each party shall keep this separate property. Separate property shall include all property, real and personal, tangible and intangible, which is:

(1) owned or acquired by each party prior to the date of marriage (including but not limited to the assets listed on Exhibits A and B attached hereto) and any appreciation thereof;

(2) acquired subsequent to the marriage but maintained by the party obtaining or acquiring it as a separate asset and any appreciation thereof;

(3) acquired by either party at any time with his or her own separate funds; or

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(4) acquired or obtained by either party at any time by inheritance or gifts.

B. Jointly Owned or Marital Property. All property, real and personal, tangible and intangible, either jointly or co-owned by both of the parties and acquired subsequent to the date of marriage and not maintained as a separate asset, and all property which the parties chose to title or register in the parties' joint names, shall be divided equally between the parties. If the parties cannot mutually agree upon a division with respect to certain assets, those assets shall be sold and the proceeds divided equally between the parties.

C. Waiver of Spousal Support. It is expressly recognized that each party is self-supporting, or capable of being self-supporting, and each party acknowledges that he or she has the means and the abilities to be self-supporting in the event of a termination of their contemplated marriage. Each party hereby waives any right, claim or demand for any spousal support or separate maintenance from the other.

D. Presenting Agreement to Court. Upon the initiation of an action for divorce, dissolution, annulment, spousal support only, or legal separation, by either party, the complainant shall contemporaneously present this Antenuptial Agreement to the Court with the request that this Antenuptial Agreement in its entirety, form the basis for and be a limitation on any judgment or decree that the Court may enter.

E. Execution of Separation Agreement. Each party will, upon the request of the other, execute a separation and property settlement agreement incorporating the terms of this Antenuptial Agreement so as to enable the other to enforce the waiver of spousal support and division of property subsections hereof. Upon refusal to do so within ten (10) days of such request, this Antenuptial Agreement shall constitute such a separation and/or property settlement agreement.

F. Complete Release. The parties further agree that the settlement called for pursuant to this section shall be in full, final and total release and exchange of any and all rights arising by reason of the parties' marriage which would otherwise permit either party to make claim for spousal support or obtain a division of any property, marital or separate, acquired by the other party before or after the parties' marriage.

**Disclosure Approximated**

5. Husband's items of property owned upon execution of this Antenuptial Agreement are listed on Exhibit A attached hereto, and Wife's items of property owned at such time are listed on Exhibit B attached hereto. It is understood that the figures and amounts contained in Exhibits A and B are approximately correct and not necessarily exact, but are intended to be reasonably accurate based upon current market value. Each party is prepared to provide to the other party additional information regarding his or her property, and each has satisfied himself or herself in respect thereto. The parties enter into this Antenuptial Agreement not relying on and without regard to the accuracy or completeness of the information on Exhibits A and B and acknowledge that they would enter into this Antenuptial Agreement even if the value of the assets were substantially greater or less than has been described. Each party voluntarily and expressly waives the

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right to further disclosure. Each party has had ample opportunity to review the other party's schedule of items of property.

**Binding Effect**

6. This Antenuptial Agreement shall be binding upon and inure to the benefit of, the parties and their respective heirs, next of kin, distributees, executors, administrators, devisees, legatees, successors, and assigns of each party.

**Ohio Law**

7. This Antenuptial Agreement shall be construed under and in accordance with the laws of the State of Ohio.

**Entire Agreement; Modification**

8. This Antenuptial Agreement constitutes the entire agreement between the parties hereto and shall not be modified except in writing and signed by both parties. There are no outside representations or promises. It is the intention of the parties hereto to make this their full and legally binding agreement.

**Severability**

9. All paragraphs, subparagraphs and clauses of this Antenuptial Agreement are intended to be independent and severable. If any such paragraph, subparagraph or clause of this Antenuptial Agreement or application thereof to any person or circumstances is held invalid or unreasonable or unconscionable, such an invalidity, unreasonability or unconscionability shall not affect the other such provisions of this Antenuptial Agreement and their application, and to this end each such provision of this Antenuptial Agreement is declared to be severable.

**No Alienation**

10. The parties agree that neither party shall be entitled to alienate, assign, encumber, sell or otherwise dispose of his or her rights under this Antenuptial Agreement, and that any such purported transfer shall be null and void.

**Confidentiality**

11. The parties agree that the information set forth in this Antenuptial Agreement and the Exhibits hereto is and shall remain confidential and they shall not voluntarily disclose such information to any person, unless such disclosure is necessary for subsequent legal proceedings relating to this Antenuptial Agreement.

**Domicile**

12. This Antenuptial Agreement shall become effective and shall remain in effect irrespective of any change of residence or domicile by either or both of the parties.

**Captions**

13. The captions or titles on the various provisions of this Antenuptial Agreement are for convenience only and do not form a part of the Antenuptial Agreement.

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