

**ANTENUPTIAL AGREEMENT
BETWEEN NICHOLAS ALLEN SHERWOOD AND TIFFANY NICOLE SNOOK**

This Agreement is made between Nicholas Allen Sherwood, a resident of Olmsted County, Minnesota, and Tiffany Nicole Snook, a resident of Olmsted County, Minnesota, to settle all rights each may have or claim in the property and income of the other by reason of their contemplated marriage.

**ARTICLE ONE
PURPOSE OF THE AGREEMENT**

1. The parties affirm that they are making this Agreement for the following purposes:
 - 1.1. Nicholas Allen Sherwood and Tiffany Nicole Snook wish to privately determine the rights and obligations they will have upon the death of either party or a termination of their marriage by dissolution or legal separation (hereinafter referred to as "Legal Proceeding").
 - 1.2. Nicholas Allen Sherwood wishes to protect his premarital assets and gifts and inheritances received prior to and during the marriage, and the passive and active appreciation, growth, and income on those assets during the marriage in the event of a Legal Proceeding or either party's death, on the terms set forth herein.
 - 1.3. Tiffany Nicole Snook wishes to protect her premarital assets and gifts and inheritances received prior to and during the marriage, and the passive and active appreciation, growth, and income on those assets during the marriage in the event of a Legal Proceeding or either party's death, on the terms set forth herein.
 - 1.4. Nicholas Allen Sherwood and Tiffany Nicole Snook wish to avoid the intrusion of discovery and valuations of his/her premarital assets, except as agreed, the anticipated gifts and inheritances from his/her family or others, and all of his/her Nonmarital Property (as "Nonmarital Property" is defined in Article 2.1 below), in the event of a Legal Proceeding or death regarding his/her assets identified on **Exhibit 1** for Nicholas Allen Sherwood and **Exhibit 2** for Tiffany Nicole Snook, respectively, attached to this Agreement and incorporated herein, and all other assets classified as Nonmarital Property in this Agreement.
 - 1.5. Both parties want their premarital assets to remain as Nonmarital Property despite their marriage, and not be subject to invasion, valuation, or any other claim by the other in the event of a Legal Proceeding or upon the death of either party, except as specifically provided herein.
 - 1.6. The parties intended wedding date is May 21, 2022.

**ARTICLE TWO
RIGHTS IN PROPERTY AND INCOME**

2. The parties agree that notwithstanding any contrary provision of the laws of Minnesota or any other state or country, the provisions of this Agreement will determine the rights that each party will have in the property and income now owned or acquired by the other party before, during, or after the parties' marriage.

2.1. **Nonmarital Property.** For purposes of this Agreement, "Nonmarital Property" means the following interests in real and personal property:

2.1.1. All property, benefits, and rights acquired before the marriage as disclosed and discussed on **Exhibit 1**, in the case of Nicholas Allen Sherwood and **Exhibit 2**, in the case of Tiffany Nicole Snook, attached to this Agreement, which Exhibits are incorporated herein by reference.

2.1.2. All property which would be characterized as Nonmarital Property under Minnesota Statutes Chapter 518 and applicable Minnesota case law.

2.1.3. Income, dividends, distributions, whether from principal or income, and other earnings and/or distributions, and all appreciation or other increases in value and/or number of a party's Nonmarital Property now owned or hereafter acquired, whether such consideration, appreciation, or increase is due to a party's efforts, market forces, or any other factor whatsoever.

2.1.4. Any property, benefits, or rights acquired by gift, bequest, devise, or inheritance made by a third party to one but not the other party regardless of whether acquired before or during the marriage.

2.1.5. Any asset a party acquires or purchases, including pay down of encumbrances and other payments which increase equity, in exchange for his or her Nonmarital Property, or acquired with the proceeds of or other value from his or her Nonmarital Property.

2.1.6. Any increase in the value of Nicholas Allen Sherwood's Nonmarital Property, including increases due to Nicholas Allen Sherwood's efforts, the efforts of others, including, but not limited to Tiffany Nicole Snook's efforts, market conditions, or caused by any other factor, as well as any investments of money, effort, or other personal or property contributions by Nicholas Allen Sherwood into any of Tiffany Nicole Snook's Nonmarital Property during the marriage, and any and all value and benefits flowing to Nicholas Allen Sherwood from any of Nicholas Allen Sherwood's Nonmarital Property will be Nicholas Allen Sherwood's Nonmarital Property, despite the case of *Nardini v. Nardini*, 414 N.W.2d 184 (Minn. 1987) and *Baker v. Baker*, 753 N.W.2d 644 (Minn. 2008) and their progeny or any other contrary case law or statutory law now in effect or subsequently issued or enacted.

2.1.7. Any increase in the value of Tiffany Nicole Snook's Nonmarital Property, including increases due to Tiffany Nicole Snook's efforts, the efforts of others, including, but not limited to Nicholas Allen Sherwood's efforts, market conditions, or caused by any other factor, as well as any investments of money, effort, or other personal or property

contributions by Tiffany Nicole Snook into any of Tiffany Nicole Snook's Nonmarital Property during the marriage, and any and all value and benefits flowing to Tiffany Nicole Snook from any of Tiffany Nicole Snook's Nonmarital Property will be Tiffany Nicole Snook's Nonmarital Property, despite the case of *Nardini v. Nardini*, 414 N.W.2d 184 (Minn. 1987) and *Baker v. Baker*, 753 N.W.2d 644 (Minn. 2008) and their progeny or any other contrary case law or statutory law now in effect or subsequently issued or enacted.

2.1.8. Nicholas Allen Sherwood's Nonmarital Property shall include, but not be limited to, any earnings produced, received, or retained by any of Nicholas Allen Sherwood's Nonmarital Property as well as any distributions of principal, distributions or other payments made to or retained for Nicholas Allen Sherwood as dividends, debts, income, including payments or other consideration received on or from sale of all or part of Nicholas Allen Sherwood's interest in any of Nicholas Allen Sherwood's Nonmarital Property, all of which will be Nicholas Allen Sherwood's Nonmarital Property. The receipt of funds, the use of funds, the purchase of assets using these funds, or the reinvestment of funds from Nicholas Allen Sherwood's Nonmarital Property will not create Marital Property but shall be Nonmarital Property.

2.1.9. Tiffany Nicole Snook's Nonmarital Property shall include, but not be limited to, any earnings produced, received, or retained by any of Tiffany Nicole Snook's Assets as well as any distributions of principal, distributions or other payments made to or retained for Tiffany Nicole Snook as dividends, debts, income, including payments or other consideration received on or from sale of all or part of Tiffany Nicole Snook's interest in any of Tiffany Nicole Snook's Assets, all of which will be Tiffany Nicole Snook's Nonmarital Property. The receipt of funds, the use of funds, the purchase of assets using these funds, or the reinvestment of funds from Tiffany Nicole Snook's Nonmarital Property will not create Marital Property, except as otherwise identified herein, but shall be Nonmarital Property.

2.2. **Marital Property.** For purposes of this Agreement, "Marital Property" means all real and personal property acquired during the marriage, which is not "Nonmarital Property" as defined above. It is specifically acknowledged that the definition of Marital Property for this Agreement is more limited than the definition of Marital Property under Minnesota law. Nicholas Allen Sherwood and Tiffany Nicole Snook intend to create Marital Property from their earned income from employment.

2.3. **Income.** "Income" shall mean all salaries, wages, bonuses, self-employment income, employee benefits, fringe benefits, rental income, distributions, as well as any other compensation or income received by Nicholas Allen Sherwood or Tiffany Nicole Snook for personal services rendered after the date of the marriage. To the extent that one party is not employed, the earned income of the other as defined herein shall create Marital Property.

2.4. **References Not Determinative.** Reference to property as "ours" does not create a presumption of joint ownership in property which is otherwise Nonmarital Property.

Property which would otherwise be Nonmarital Property under the definition of this Agreement will not be converted to Marital Property unless the specific requirements of Article 3.5 are met.

ARTICLE THREE RIGHTS DURING MARRIAGE

3. During the marriage of the parties:
 - 3.1. **Control of Nonmarital Property.** Neither party will acquire by reason of the contemplated marriage for himself or herself, his or her heirs, assigns or creditors any interest in or right to control the other's Nonmarital Property.
 - 3.2. **Disposition of Nonmarital Property.** The Nonmarital Property of each party will be subject to such party's exclusive use and control, and each party will have the right to encumber and dispose of his or her Nonmarital Property upon his or her sole signature. Each party will cooperate fully, including signing relevant documentation if necessary to facilitate the transfer or other necessary action with respect to the other party's Nonmarital Property. It is acknowledged and agreed that each party may make gifts of his or her Nonmarital Property to his or her issue, other persons, or entities and the other party will cooperate fully to facilitate making such gifts in the maximum amount determined by the donor party.
 - 3.3. **Additional Benefits.** Either party will have the right to provide additional benefits for the other by will, trust, beneficiary designation, or use of any other testamentary device or document effective upon death and neither party intends by this Agreement to limit or restrict in any way the rights and power to transfer and receive such testamentary conveyances.
 - 3.4. **Restoration of Rights.** Either party may, during life or at death, including during any Legal Proceeding, restore statutory or other rights to the other party and no such restoration will be construed as a waiver or release of other obligations and waivers under this Agreement. Any such restoration will be considered by any court in determining substantive fairness and enforceability of this Agreement.
 - 3.5. **Liabilities and Nonmarital Property.** Each party's Nonmarital Property will remain free from any encumbrance resulting from liabilities of the other party unless otherwise agreed by the parties in writing. If either party is required by law to pay a liability or cost of the other not mutually agreed to from that party's Nonmarital Property, the party incurring the debt will indemnify and reimburse the payor party.

ARTICLE FOUR RIGHTS UPON COMMENCEMENT OF A LEGAL PROCEEDING

4. The following terms and conditions shall apply to any Legal Proceeding regarding the parties' marriage.

- 4.1. **Rights to Nonmarital Property.** Both parties have been advised that parties in a Legal Proceeding may be permitted to perform appraisals or other evaluative procedures with respect to Marital Property or Nonmarital Property. Both parties have knowingly and intelligently waived any right or ability to conduct any appraisal or other evaluative procedure with respect to the other party's Nonmarital Property. Neither party shall have the other party's Nonmarital Property appraised or evaluated in any way. Except as otherwise provided in this Agreement, each party will be released from all claims of the other party against his or her Nonmarital Property as defined in this Agreement. Each party specifically waives the right to any invasion of the Nonmarital Property of the other based on unfair hardship as provided for in Minnesota Statutes section 518.58 as amended or any other similar law or under any other equitable or legal theory. Each party will retain free and clear of any claim of the other party all of her or his benefits, assets, and value defined as Nonmarital Property in this Agreement.
- 4.2. **Binding Settlement Agreement.** The parties shall be bound by this Agreement the same as if it were executed contemporaneously with and incident to any Dissolution. Any decree of legal separation or dissolution of marriage shall incorporate the terms of this Article 4 with respect to the rights of the parties.
- 4.3. **Joint Assets.** Any asset acquired during the marriage that was purchased using one party's or both parties' Nonmarital Property will be divided between the parties in proportion to the actual monetary amount provided by each, with any gain or loss on the asset being divided equally between the parties. Any Marital Property contributed to any such asset will be assumed to be contributed equally by the parties.

Such assets that cannot be so divided will be sold, and the net proceeds (e.g., after costs of sale and any applicable taxes) attributable to each party's proportionate contribution will be distributed to that party. Either party will have the opportunity to purchase the other party's interest in the asset at a price to be established between the parties or by an independent neutral appraiser. If the parties are unable to agree upon either a value or identification of an independent and neutral appraiser, the parties shall each select an appraiser and those appraisers will select a third appraiser, who will provide the independent neutral appraisal. If both parties wish to purchase the asset and the parties cannot agree on the disposition, the issue will be submitted for final decision to binding arbitration with a qualified family law arbitrator. The arbitration shall be governed by the provisions of Minnesota Statutes chapter 572B (Uniform Arbitration Act).

- 4.4. **Marital Property.** The parties' Marital Property as defined in this Agreement, will be divided equally between the parties.
- 4.5. **Effecting Provisions.** The parties intend this Agreement to provide an expedient resolution of all issues in the event of a Legal Proceeding and intend to be bound by its terms. To effect this intent, the following duties and obligations will apply:

- 4.5.1. Any appropriate pleadings seeking a Legal Proceeding will specifically reference this Agreement and a copy of this Agreement will be attached to such pleadings.
- 4.5.2. In the event either party challenges the enforceability or interpretation of any term of this Agreement, the issue will be bifurcated and immediately submitted to a court of competent jurisdiction for determination or, if the parties agree, to a Consensual Special Master or to binding arbitration for determination pursuant to Minnesota Statutes, chapter 572B.
- 4.5.3. The parties will cooperate fully so any needed Court orders or arbitration decisions implementing the provisions of this Agreement are entered expeditiously.
- 4.5.4. The parties may change the beneficiary of any applicable life insurance or trust they have established and may continue to use and control their Nonmarital Property as defined in this Agreement, regardless of the standard restraining orders contained in a Summons or other order generated in the Legal Proceeding.

Neither party shall seek any order from the Court which is inconsistent with the provisions of this Agreement.

- 4.6. **Valuation Date.** The parties agree the valuation date for a Legal Proceeding will be the date the Legal Proceeding is commenced. No Marital Property shall be created from and after the date a Legal Proceeding is commenced. Any income or asset(s) received or acquired by a party after the valuation date will be that party's Nonmarital Property regardless of source.
- 4.7. **Attorney's Fees and Other Professional Fees and Costs.** Each party will be responsible for his or her own attorney's and other professional fees and costs relating to any Legal Proceeding without contribution from the other party. Provided, however, if either party challenges the enforceability of any provision of this Agreement and is unsuccessful in that challenge, the prevailing party shall have the right to seek payment of all the professional fees and costs including, but not limited to, attorneys, accountants, appraisers, mediators, and Consensual Special Magistrates/arbitrators incurred by the prevailing party to enforce the Agreement if the non-prevailing party has acted in bad faith or made a frivolous claim or argument in challenging the enforceability of this Agreement.

ARTICLE FIVE RIGHTS UPON DEATH

5. In the event of the death of either party:

- 5.1. **Waiver of Rights.** Both parties renounce and knowingly waive any statutory or other rights they may possess: (a) to the Nonmarital Property as defined in this Agreement of the deceased spouse under any law, including but not limited to a law conferring dower or curtesy rights (i) any bequest, devise, legacy, or gift in the decedent's Will, Trust Agreement, or other instrument effective on the decedent's death, including a gift of the

Nonmarital Property, or (ii) the transfer by the decedent of Nonmarital Property, during his or her lifetime, in which the surviving spouse might have an interest but for the execution of this Agreement. Both parties have reviewed **Exhibit 3** and any statutory or other rights with their attorneys and discussed the waiver of those rights.

- 5.2. Upon the commencement of a Legal Proceeding by either party to this Agreement, the parties may change any estate planning in place which benefits the other party, regardless of any contrary restraining orders contained in a summons or other court order. Neither party shall seek a court order which is inconsistent with this provision.

ARTICLE SIX CONSENTS TO TRANSFERS

6. Each party agrees that, in consideration of the waivers of rights and other provisions of this Agreement, upon the request of the other party or of his or her heirs, legal representatives, assigns, or devisees, he or she will:
 - 6.1. **Execution of Release.** Execute and acknowledge any instrument concerning any Nonmarital Property of the other, to evidence the release of his or her rights in such property; and to enable the owning party to freely exercise all rights of ownership in such Nonmarital Property.
 - 6.2. **Retirement Plans.** Execute any consent required under the Retirement Equity Act of 1984 or other requirements of any plan or law, to permit the designation of a beneficiary other than the spouse for death or survivor benefits payable under a retirement plan which exists now or is acquired by a party in the future.
 - 6.3. **Execution to Transfer.** Execute and acknowledge any instrument that may be reasonable or necessary to transfer any interest in Nonmarital Property of the other acquired under a community property or other law, to the person entitled to the property in accordance with this Agreement.
 - 6.4. **Consents.** Execute a consent to any will or trust that does not conflict with this Agreement, and execute a waiver of the right of election of a surviving spouse and the rights of the surviving spouse to the homestead, exempt property and family allowances, or any of them, pursuant to Minnesota Statutes, section 524.2-202 or any successor provision.

ARTICLE SEVEN CONSTRUCTION OF AGREEMENT

7. The parties agree that the following provisions will govern the interpretation and enforcement of this Agreement.
 - 7.1. **Effective.** This Agreement will become effective only on the solemnization of the parties' marriage.

- 7.2. **Severance.** If any part of this Agreement is held unenforceable, the remaining parts of this Agreement will remain enforceable.
- 7.3. **Enforcement.** No failure of a party to enforce any part of this Agreement will affect either party's right to enforce any other part of this Agreement. No waiver of a breach of any part of this Agreement will waive any succeeding breach of any other part of this Agreement.
- 7.4. **Obligations Imposed by Law.** This Agreement will not alter any obligation imposed by law on either party to support a child of this marriage.
- 7.5. **Modification.** The terms and provisions of this Agreement will be subject to modification and amendment by mutual agreement of the parties at any time and from time to time, but such modifications and amendments will be effective only after they have been made in writing, executed, witnessed and acknowledged by the parties. Any modification and amendment of this Agreement shall not be deemed a postnuptial agreement as defined in Minnesota Statutes, section 519.11. The parties specifically agree that the requirements of said statute are not applicable to any modification and amendment of this Agreement.
- 7.6. **Minnesota Law Governs.** Except as provided at Article 8.1 below, the validity, interpretation, and enforcement of this Agreement will be governed by the laws of the State of Minnesota, and this Agreement will bind and be enforceable by the parties and their heirs, legal representatives, assigns, and devisees.
- 7.7. **Foreign Property.** Except as provided at Article 8.1 below, if during their marriage the parties are residents of, or own property situated in any state or country other than Minnesota and the United States, their interests and rights in such property will, notwithstanding the law of such state or country, be determined under this Agreement.
- 7.8. **Captions.** Captions are for convenience only and are not intended to alter any of the provisions of this document.
- 7.9. **Procedural and Substantive Fairness.** In entering into this Agreement, Nicholas Allen Sherwood and Tiffany Nicole Snook are mindful of the procedural and substantive fairness requirements described in *Kremer v. Kremer*, 912 NW 2d 617, (Minn. 2018), *In re Estate of Kinney*, 733 N.W.2d 118 (Minn. 2007), and Minnesota Statutes, section 519.11. Nicholas Allen Sherwood and Tiffany Nicole Snook have entered into this Agreement in compliance with those requirements.
- 7.9.1. **Reasonable Expectations of the Parties.** Nicholas Allen Sherwood and Tiffany Nicole Snook acknowledge that they have thoroughly explored and discussed the substantive fairness of the provisions of this Agreement with respect to the rights and claims of each of them in the event of the termination of their marriage by a Legal Proceeding or by the death of one of them during the marriage. They have taken into consideration the circumstances as they now exist and the reasonable expectations of each of the parties as to the effect of this Agreement upon a termination of the marriage by a death or Legal Proceeding. The parties have entered into this

Agreement after serious consideration of and reflection about their reasonable expectations for the future. The parties' reasonable expectations include:

The nature and estimated value of the property each of them now owns or which provides benefits to them;

The discrepancy in their incomes and Nonmarital Property and the discrepancy that will likely exist in the future;

The potential growth and increase in value that may occur to either party's Nonmarital Property;

Nicholas Allen Sherwood is employed with FedEx Express;

Tiffany Nicole Snook is employed with Mayo Clinic as a Respiratory Therapist;

The parties have resided together prior to their marriage;

The parties' relative economic prospects if the marriage now contemplated does not occur;

The parties' current health status and the possibility that one or both of them may suffer declining health in the future;

The possibility that a party's net worth and/or income may decline rather than grow in the future; and

The possibility that a significant portion of the marital property will be consumed or spent by the parties.

After considering these and all other factors which they consider pertinent, Nicholas Allen Sherwood and Tiffany Nicole Snook agree that the provisions of this Agreement are not only fair and reasonable at the time of execution of this Agreement, but they have every reason to expect that such provisions will be fair and reasonable in the event of a termination of their marriage by a Legal Proceeding or the death of one of the parties during the marriage now contemplated.

7.9.2. Acknowledgement of Procedural Fairness. The parties have each made full and fair financial disclosure of assets, liabilities, earnings, and other income to the other, as summarized in this Agreement and its Exhibits. Both parties not only have unrestrained access to advice from independent counsel but have engaged in negotiations where each party has made additional concessions in response to proposals or counter-proposals made by the other party or through counsel. Each party has independently chosen his or her counsel; there has been no pressure, coercion or undue influence regarding either the selection of counsel or the unrestrained access

and use of counsel. The parties also acknowledge that they have complied fully with the requirements of Minnesota Statutes, section 519.11, subdivision 1.

- 7.10. **Substantive Fairness.** Nicholas Allen Sherwood and Tiffany Nicole Snook further acknowledge and agree that this Agreement replaces their rights under applicable Minnesota law in the event of a Legal Proceeding. It is the parties' intent and agreement that the substantive fairness of this Agreement at time of enforcement should not be determined by comparing what is being received under this Agreement to what either party would receive under applicable law in the absence of this Agreement. It is not intended that this Agreement will approximate a division suggested by property division statutes in either the Minnesota Probate Code or in the Minnesota marital law affecting legal separation or dissolution of marriage. Accordingly, neither party will seek an appraisal or other valuation of the Nonmarital Property owned by the other party; neither party will present legal arguments to the Court that it should determine what a party should receive under applicable law in the absence of this Agreement as compared to what a party is entitled to receive under the provisions of this Agreement. The primary purpose of this Agreement is to alter applicable Minnesota law regarding property rights, the right to receive spousal maintenance and other applicable rights under state statutory law involving termination of a marriage by a Legal Proceeding.

ARTICLE EIGHT CHANGE OF RESIDENCE OR APPLICABLE LAW

8. The parties agree that the following provisions will apply in the event of a change of their state and/or country of residence or of the current law in Minnesota.
- 8.1. **Foreign Residence.** Any time during their marriage, if the parties establish a new residence in a different state or country:
- 8.1.1. The parties will promptly obtain review of this Agreement by local legal counsel;
- 8.1.2. Each party will agree to amendments to this Agreement, transfers of interest or execution of other Agreements, documents, or instruments that are reasonably necessary to conform to the law of the state or country, other than the United States, of the parties' residence and that as closely as possible effect the parties' original intentions as stated in this Agreement so this Agreement will be enforceable under the laws of that state or country; and
- 8.1.3. If necessary, each party will re-execute this Agreement, agree to other formalities and take all action necessary to conform to the law of the state or country, other than the United States, of the parties' residence.
- 8.1.4. Any litigation or arbitration involving this Agreement shall occur in Minnesota, unless the parties otherwise agree in writing.

- 8.2. **Compliance with Minnesota Law.** This Article will not be construed as negating the parties' intention to have the validity, interpretation and enforcement of this Agreement governed by Minnesota law. In the event the parties change their residence to another state or country they may amend this Agreement to have the law of that jurisdiction apply to the validity, interpretation and enforcement of this Agreement. Such a change will only be effective if it is in a writing signed by both parties and no Legal Proceeding is commenced within two years of the change. If a Legal Proceeding is commenced within two years, then Minnesota law will apply.
- 8.3. **Amendment to Comply.** In the event Minnesota law regarding a spouse's rights upon death, divorce, or legal separation or Minnesota law regarding antenuptial agreements changes so that all or any part of this Agreement would be unenforceable, then the parties agree to amend the Agreement in conformity with the changed law but to preserve the intent and operational effect of this Agreement. If an amendment cannot preserve the intent and operational effect of this Agreement, it shall not be made, and this Agreement shall be enforced pursuant to Minnesota law now in effect.

ARTICLE NINE CIRCUMSTANCES OF AGREEMENT

9. The above Agreement is based on the parties' disclosures to each other, their knowledge of their present circumstances their reasonable expectations, and the professional counsel and advice they have received.
- 9.1. **Disclosures.** Each party has fully advised the other of the nature and probable value of his or her property.
- 9.1.1. Nicholas Allen Sherwood represents that the attached **Exhibit 1** fully and fairly discloses his income, property and liabilities. Nicholas Allen Sherwood represents that all of the statements contained in **Exhibit 1** are true and correct to the best of Nicholas Allen Sherwood's knowledge and belief based on the information available to Nicholas Allen Sherwood at the time of this Agreement. Tiffany Nicole Snook acknowledges that the values assigned to the property and financial obligations set forth in **Exhibit 1** represent Nicholas Allen Sherwood's best estimate of the current fair market value of Nicholas Allen Sherwood's property, financial obligations, and income. Tiffany Nicole Snook further acknowledges that Nicholas Allen Sherwood's property, financial obligations, and income have not been formally appraised for purposes of this Agreement.
- 9.1.2. Tiffany Nicole Snook represents that the attached **Exhibit 2** fully and fairly discloses her income, property and liabilities. Tiffany Nicole Snook represents that all of the statements contained in **Exhibit 2** are true and correct to the best of Tiffany Nicole Snook's knowledge and belief based on the information available to Tiffany Nicole Snook at the time of this Agreement. Nicholas Allen Sherwood acknowledges that the values assigned to the property and financial obligations set forth in **Exhibit 2** represent Tiffany Nicole Snook's best estimate of the current fair market value of

Tiffany Nicole Snook's property, financial obligations and income. Nicholas Allen Sherwood further acknowledges that Tiffany Nicole Snook's property, financial obligations and income have not been formally appraised for purposes of this Agreement.

9.1.3. Both parties acknowledge that they have had sufficient time and satisfactory disclosures to fully understand the income and property affected by this Agreement.

9.1.4. Each party acknowledges and agrees that the values set forth in **Exhibit 1** and **Exhibit 2** for the various assets now owned by or for the benefit of the parties are good faith estimates of approximate value based on information now available to the parties. Said values may not coincide with the precise fair market value that would be determined by a professional appraiser or expert, and said values may not include accrued interest, appreciation, or changes in market factors since the estimate was made. Said values do, however, constitute a full and fair disclosure of all assets and liabilities to the best of each party's knowledge. Because valuation in some cases is an art and not a science and there may be differences of opinion as to the value of some assets, such differences will not affect the enforceability of this Agreement unless there is an intentional, fraudulent misrepresentation.

9.1.5. Each party acknowledges and agrees that he or she has had a full opportunity to obtain any and all underlying documentation respecting the assets listed on **Exhibit 1** and **Exhibit 2** from the other party and that each party has had a full opportunity to retain any appraiser or expert as desired by him or her to evaluate the assets held by the other party.

9.1.6. Nicholas Allen Sherwood acknowledges he is satisfied with the financial information he has received from Tiffany Nicole Snook and that he had the opportunity to request and review further information about the methodology used to value them but has declined to do so.

9.1.7. Tiffany Nicole Snook acknowledges she is satisfied with the financial information she has received from Nicholas Allen Sherwood and that she has had the opportunity to request and review further information and the methodology used to value the assets but has declined to do so.

9.2. **Legal Representation.** Nicholas Allen Sherwood is represented by Jillian Morris Esq., with Kohlmeyer Hagen Law Office Chtd. Tiffany Nicole Snook is represented by Steven P. Groschen, Esq., with Alliance Law Firm P.A.

9.3. **Legal Advice.** Each party has been fully advised by his or her chosen counsel that this Agreement imposes limitations or forfeitures of certain rights he or she would otherwise have under Minnesota law in the property and income of their spouse by reason of their marriage. The parties are informed:

9.3.1. Those rights which are, or may be, limited or forfeited by this Agreement include but are not limited to, all rights of a surviving spouse under Minnesota Statutes and all rights of a spouse under Minnesota Statutes.

9.3.2. Each party has also been advised that he or she may have or acquire other rights granted to spouses under the laws of other states and/or countries in which the parties, or either of them may reside or own property now or in the future and that such other rights will be limited or forfeited by this Agreement.

9.4. **Specific Circumstances of This Agreement.** The parties acknowledge and agree with the following:

9.4.1. The parties do expect to have children born during their marriage.

9.4.2. Nicholas Allen Sherwood is 25 years of age. He has not been married previously. Nicholas Allen Sherwood has no children.

9.4.3. Tiffany Nicole Snook is 23 years of age. She has not been married previously. Tiffany Nicole Snook has no children.

9.4.4. The parties would like to preserve their respective assets for their respective children and/or other heirs.

9.4.5. Each of the parties has earned income as reflected on **Exhibit 1** and **Exhibit 2**, but neither one is asserting that they will continue to earn similar income in the future.

9.4.6. The parties living together prior to the marriage has not resulted in coercion, undue influence, or pressure to sign this Agreement.

THE UNDERSIGNED AGREE TO THE PROVISIONS OF THIS ANTENUPTIAL AGREEMENT, TO BE EFFECTIVE ON THE LAST DATE SIGNED BY EITHER OF THEM IN DUPLICATE ORIGINALS.

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On this _____ day of May, 2022, I, Nicholas Allen Sherwood, being first duly sworn, do declare to the undersigned authority that I have read and understood the foregoing Agreement and acknowledge that I am signing this Agreement willingly and executing it as a free and voluntary act for the purposes therein expressed.

Nicholas Allen Sherwood

We, _____ and _____, the witnesses, sign our names to this Agreement, being first duly sworn, and declare to the undersigned authority that the Nicholas Allen Sherwood signed this Agreement in our presence and that to the best of our knowledge Nicholas Allen Sherwood is 18 years of age or older, of sound mind and under no constraint or undue influence.

Witness Signature

Witness Signature

Witness Printed Name

Witness Printed Name

Witness Address

Witness Address

STATE OF MINNESOTA)
)
) ss.
COUNTY OF _____)

Signed, sworn to, and acknowledged before me by Nicholas Allen Sherwood, and signed and sworn to before me by _____ and _____, witnesses, this May _____, 2022.

Notary Stamp or Seal (or Other Title or Rank)

Signature of Notary Public or Other Official

COPY ____ of 2.

ATTORNEY'S CERTIFICATION

The undersigned Jillian Morris, Esq. hereby certifies that she is an attorney at law duly licensed and admitted to practice in the State of Minnesota, that she has been employed by Nicholas Allen Sherwood and that she has advised and consulted with Nicholas Allen Sherwood in connection with said Agreement.

Date: _____

Attorney for Nicholas Allen Sherwood

The undersigned Steven P. Groschen, Esq. hereby certifies that he is an attorney at law duly licensed and admitted to practice in the State of Minnesota, that he has been employed by Tiffany Nicole Snook and that he has advised and consulted with Tiffany Nicole Snook in connection with said Agreement.

Date: _____

Attorney for Tiffany Nicole Snook

Exhibit 1
Assets, Liabilities, and Income of Nicholas Allen Sherwood

Income as Reported to Internal Revenue Service:

2020	\$48,000
2021	\$49,000

Assets

Cash Accounts:

Checking Account x3698: \$1,400
Savings Account x9533: \$6,000

Investment Accounts:

Charles Schwab: \$3,000

Retirement Accounts:

Milliman: \$4,516
Vanguard: \$8,250
Fedex pension: \$4,637

Trust Assets: 0

Life Insurance Policies:0

Business Assets:0

Direct Investments:0

Real Estate:0

Personal Property:

400 10th Avenue NE, Kasson, MN 55944
Purchased for: \$262,499
Current worth estimate: \$320,000

2017 Ford Escape Titanium AWD 2.0i
Kelley Blue Book Value: \$18,000

Total Assets: \$365,803

Liabilities:

Marine Credit Union, Auto Loan: \$6,000

US Bank x6732, Mortgage: \$240,000

Total Liabilities \$246,000

Net Worth \$119,803

Exhibit 2
Assets, Liabilities, and Income of Tiffany Nicole Snook

Income as Reported to Internal Revenue Service:

2020	\$59,431
2021	\$70,065

Assets

Cash Accounts:

U.S. Bank Checking	\$4,400
U.S. Bank Savings	\$2,400

Investment Accounts:

Schwab	\$2,852.88
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Retirement Accounts:

Fidelity Investments 403(b)	\$15,260.98
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Trust Assets:

N/A

Life Insurance Policies:

N/A

Business Assets:

N/A

Direct Investments:

N/A

Real Estate:

400 10th Avenue NE, Kasson, MN 55944
Purchased for: \$262,499
Current worth estimate: \$320,000

Personal Property:

Vehicle \$20,000
(Subject to loan)

Total Assets: \$362,060.98

Liabilities:

Personal Loan \$10,000
Lending Club

Student Loan \$1,500
Federal

Car Loan \$15,000
Covadant Credit Union

US Bank x6732: \$240,000
Mortgage

Total Liabilities \$266,500

Net Worth \$95,560.98

Other Disclosure

I have a potential future interest in the form of gifts or inheritance from my parent. The value is unknown, and I do not know when, or if, for certain, I will receive the property. The gifts or inheritance may include both real estate and personal property.

Exhibit 3
SURVIVING SPOUSE'S RIGHTS UNDER MINNESOTA LAW

Below are excerpts from Minnesota Statutes relevant to surviving spousal rights and the right to claim an elective share under the uniform probate code.

524.2-102 SHARE OF THE SPOUSE.

The intestate share of a decedent's surviving spouse is:

- (1) the entire intestate estate if:
 - (i) no descendant of the decedent survives the decedent; or
 - (ii) all of the decedent's surviving descendants are also descendants of the surviving spouse and there is no other descendant of the surviving spouse who survives the decedent;
- (2) the first \$225,000, plus one-half of any balance of the intestate estate, if all of the decedent's surviving descendants are also descendants of the surviving spouse and the surviving spouse has one or more surviving descendants who are not descendants of the decedent, or if one or more of the decedent's surviving descendants are not descendants of the surviving spouse.

524.2-202 ELECTIVE SHARE.

(a) Elective share amount. The surviving spouse of a decedent who dies domiciled in this state has a right of election, under the limitations and conditions stated in this part, to take an elective-share amount equal to the value of the elective-share percentage of the augmented estate, determined by the length of time the spouse and the decedent were married to each other, in accordance with the following schedule:

Years of Marriage	Elective-share percentage
Less than one year	Supplemental amount only
One year but less than two years	Three percent of the augmented estate
Two years but less than three years	Six percent of the augmented estate
Three years but less than four years	Nine percent of the augmented estate
Four years but less than five years	12 percent of the augmented estate
Five years but less than six years	15 percent of the augmented estate
Six years but less than seven years	18 percent of the augmented estate
Seven years but less than eight years	21 percent of the augmented estate
Eight years but less than nine years	24 percent of the augmented estate
Nine years but less than ten years	27 percent of the augmented estate
Ten years but less than 11 years	30 percent of the augmented estate
11 years but less than 12 years	34 percent of the augmented estate
12 years but less than 13 years	38 percent of the augmented estate

13 years but less than 14 years	42 percent of the augmented estate
14 years but less than 15 years	46 percent of the augmented estate
15 years or more	50 percent of the augmented estate

(b) Supplemental elective-share amount. If the sum of the amounts described in sections 524.2-207, 524.2-209, paragraph (a), clause (1), and that part of the elective-share amount payable from the decedent's probate estate and nonprobate transfers to others under section 524.2-209, paragraphs (b) and (c), is less than \$75,000, the surviving spouse is entitled to a supplemental elective-share amount equal to \$75,000, minus the sum of the amounts described in those sections. The supplemental elective-share amount is payable from the decedent's probate estate and from recipients of the decedent's nonprobate transfers to others in the order of priority set forth in section 524.2-209, paragraphs (b) and (c).

(c) Effect of election on statutory benefits. If the right of election is exercised by or on behalf of the surviving spouse, the surviving spouse's homestead rights and other allowances under sections 524.2-402, 524.2-403 and 524.2-404, if any, are not charged against but are in addition to the elective-share and supplemental elective-share amounts.

(d) Nondomiciliary. The right, if any, of the surviving spouse of a decedent who dies domiciled outside this state to take an elective share in property in this state is governed by the law of the decedent's domicile at death.

524.2-203 COMPOSITION OF THE AUGMENTED ESTATE.

Subject to section 524.2-208, the value of the augmented estate, to the extent provided in sections 524.2-204, 524.2-205, 524.2-206, and 524.2-207, consists of the sum of the values of all property, whether real or personal, movable or immovable, tangible or intangible, wherever situated, that constitute the decedent's net probate estate, the decedent's nonprobate transfers to others, the decedent's nonprobate transfers to the surviving spouse, and the surviving spouse's property and nonprobate transfers to others.

524.2-402 DESCENT OF HOMESTEAD.

(a) If there is a surviving spouse, the homestead, including a manufactured home which is the family residence, descends free from any testamentary or other disposition of it to which the spouse has not consented in writing or as provided by law, as follows:

(1) if there is no surviving descendant of decedent, to the spouse; or

(2) if there are surviving descendants of decedent, then to the spouse for the term of the spouse's natural life and the remainder in equal shares to the decedent's descendants by representation.

(b) If there is no surviving spouse and the homestead has not been disposed of by will it descends as other real estate.

(c) If the homestead passes by descent or will to the spouse or decedent's descendants or to a trustee of a trust of which the spouse or the decedent's descendants are the sole current beneficiaries, it is exempt from all debts which were not valid charges on it at the time of decedent's death except that the homestead is subject to a claim filed pursuant to section 246.53 for state hospital care or 256B.15 for medical assistance benefits. If the homestead passes to a person other than a spouse or decedent's descendants or to a trustee of a trust of which the spouse or the decedent's descendants are the sole current beneficiaries, it is subject to the payment of expenses of administration, funeral expenses, expenses of last illness, taxes, and debts. The claimant may seek to enforce a lien or other charge against a homestead so exempted by an appropriate action in the district court.

(d) For purposes of this section, except as provided in section 524.2-301, the surviving spouse is deemed to consent to any testamentary or other disposition of the homestead to which the spouse has not previously consented in writing unless the spouse files in the manner provided in section 524.2-211, paragraph (f), a petition that asserts the homestead rights provided to the spouse by this section.

524.2-403 EXEMPT PROPERTY.

(a) If there is a surviving spouse, then, in addition to the homestead and family allowance, the surviving spouse is entitled from the estate to:

(1) property not exceeding \$15,000 in value in excess of any security interests therein, in household furniture, furnishings, appliances, and personal effects, subject to an award of sentimental value property under section 525.152; and

(2) one automobile, if any, without regard to value.

(b) If there is no surviving spouse, the decedent's children are entitled jointly to the same property as provided in paragraph (a), except that where it appears from the decedent's will a child was omitted intentionally, the child is not entitled to the rights conferred by this section.

(c) If encumbered chattels are selected and the value in excess of security interests, plus that of other exempt property, is less than \$15,000, or if there is not \$15,000 worth of exempt property in the estate, the surviving spouse or children are entitled to other personal property of the estate, if any, to the extent necessary to make up the \$15,000 value.

(d) Rights to exempt property and assets needed to make up a deficiency of exempt property have priority over all claims against the estate, but the right to any assets to make up a deficiency of exempt property abates as necessary to permit earlier payment of the family allowance.

(e) The rights granted by this section are in addition to any benefit or share passing to the surviving spouse or children by the decedent's will, unless otherwise provided, by intestate succession or by way of elective share.

(f) No rights granted to a decedent's adult children under this section shall have precedence over a claim under section 246.53, 256B.15, 256D.16, 261.04, or 524.3-805, paragraph (a), clause (1), (2), or (3).

524.2-404 FAMILY ALLOWANCE.

(a) In addition to the right to the homestead and exempt property, the decedent's surviving spouse and minor children whom the decedent was obligated to support, and children who were in fact being supported by the decedent, shall be allowed a reasonable family allowance in money out of the estate for their maintenance as follows:

(1) for one year if the estate is inadequate to discharge allowed claims; or

(2) for 18 months if the estate is adequate to discharge allowed claims.

(b) The amount of the family allowance may be determined by the personal representative in an amount not to exceed \$2,300 per month.

(c) The family allowance is payable to the surviving spouse, if living; otherwise to the children, their guardian or conservator, or persons having their care and custody.

(d) The family allowance is exempt from and has priority over all claims.

(e) The family allowance is not chargeable against any benefit or share passing to the surviving spouse or children by the will of the decedent unless otherwise provided, by intestate succession or by way of elective share. The death of any person entitled to family allowance does not terminate the right of that person to the allowance.

(f) The personal representative or an interested person aggrieved by any determination, payment, proposed payment, or failure to act under this section may petition the court for appropriate relief, which may include a family allowance other than that which the personal representative determined or could have determined.