

**ANTENUPTIAL AGREEMENT**  
**BETWEEN**  
**John Patrick McGuire and Amy Lynn Crary**

This Agreement is made between JOHN P. MCGUIRE, a resident of the state of Minnesota, and AMY L. CRARY, a resident of the state of 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**  
**PURPOSES OF THE AGREEMENT**

1. The parties affirm that they are making this Antenuptial Agreement for the following purposes:
  - 1.1. JOHN P. MCGUIRE and AMY L. CRARY wish to privately determine the rights and obligations they will have to certain property upon the death of either party, a termination of their marriage by dissolution or legal separation, or a civil annulment (hereinafter sometimes referred to as “Legal Proceeding”).
  - 1.2. JOHN P. MCGUIRE and AMY L. CRARY have each acquired and may acquire significant business and/or other assets, which they would like to preserve for their respective children and/or other heirs. Absent the ability to privately contract to determine spousal rights upon death, dissolution, legal separation or civil annulment, this concern would prevent JOHN P. MCGUIRE and AMY L. CRARY from marrying.

**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 and after the parties’ marriage.
  - 2.1. Nonmarital Property. For purposes of this Agreement, “Nonmarital Property” means the following interests in real and/or personal property:
    - 2.1.1. All property and benefits acquired before the marriage as disclosed on Exhibits A, B & C 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, to include but not be limited to JOHN P. MCGUIRE prospective inheritance, trust benefits and gifts.
- 2.1.3. All income, dividends, stock splits and other earnings, and all appreciation or other increase in value and/or number of a party's Nonmarital Property now owned or hereafter acquired, whether due to a party's efforts, market forces, or any other factors.
- 2.1.4 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.
- 2.1.5 Any increase in the value of all investments, real property and business entities set forth on Exhibit A or acquired with JOHN P. MCGUIRE's Nonmarital Property, including increases due to JOHN P. MCGUIRE's effort, the effort of others, market conditions, or caused by any other factor, any investments of money, effort, or other personal or property contributions by JOHN P. MCGUIRE into any business, real property or investment during the marriage, and any and all value and benefits flowing to JOHN P. MCGUIRE from any business or investment, will be JOHN P. MCGUIRE's Nonmarital Property.
  - 2.1.5.1 The foregoing designation of Nonmarital Property shall include but not necessarily be limited to any earnings retained by any of said business entities, real property or investments as well as any distributions or other payments made to or retained for JOHN P. MCGUIRE as dividends, Subchapter S distributions, debts, income, including payments or other consideration received on or for sale of all or part of JOHN P. MCGUIRE's interest in any business, real property or investment, all of which will be JOHN P. MCGUIRE's Nonmarital Property. The receipt and/or use and or reinvestment of these funds or property will not create a marital interest.
  - 2.1.5.2 Any property, payments, benefits and other consideration JOHN P. MCGUIRE may acquire in exchange for any business entity, real property and/or investment, as well as the income and appreciation on and any remuneration and all other payments, benefits and other consideration received as described above on any exchange or transfer of JOHN P. MCGUIRE's property, including payments or other consideration to JOHN P. MCGUIRE to limit his competition or for any other reason relating to the sale or transfer of any business, real property or

investment will remain JOHN P. MCGUIRE's Nonmarital Property.

2.1.6 If AMY L. CRARY acquires any interest in any real property, investment or business or forms any business during the marriage using her property that is defined herein as her Nonmarital Property, she shall have the same rights with regard to such real property, investment or business as JOHN P. MCGUIRE has in his real property, investment or business under Paragraph 2.1.5.

2.1.7. All income, compensation, bonuses, wages, salaries, employee benefits, social security payments, pension income, dividends, stock splits and other earnings, and all appreciation or other increase in value and/or number of a party's Nonmarital Property (now owned or hereafter acquired), whether due to a party's efforts, market forces, or any other factors.

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. The parties do not intend to create any Marital Property except to the extent created by intentional action in compliance with paragraph 4.5 below.

2.3 Shared Accounts; 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 as defined in this Agreement will not be converted to Marital Property unless the specific requirements of paragraph 4.5 are met.

### **ARTICLE THREE** **RIGHTS UPON DEATH**

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

3.1 Rights in Nonmarital and Marital Property. The surviving party will have no rights as a surviving spouse in the Nonmarital Property or Marital Property of the deceased party except as provided in this Agreement.

3.2 Waiver of Rights. Both parties renounce and knowingly waive any statutory or other rights they may possess (a) granting priority to a surviving spouse in the appointment and selection of a personal representative of the deceased spouse's estate; (b) to the Nonmarital and/or Marital Property of the deceased spouse under any law, including but not limited to a law conferring dower or courtesy rights; (c) to an allowance for support and maintenance from the deceased spouse's estate; (d) to any right in the homestead or cemetery lot which would be accorded to a

surviving spouse, and (e) to renounce or elect against (i) any bequest, devise, legacy or gift in the decedent's will or other testamentary instrument, including a gift of the homestead, 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.

- 3.3 Statutory Rights of a Surviving Spouse to Intestate Estate. Both parties renounce and knowingly waive any rights they would have as a surviving spouse in the property or estate of the deceased party under any law governing the descent and distribution of intestate property, and if any interest in the property or estate of the deceased party is held to have passed to the surviving party under any such law, the surviving party will disclaim such interest or immediately transfer it to those who would have been entitled to receive it had he or she not survived the deceased party.
- 3.4 Omitted Spouse. The surviving party will make no claims as an Omitted Spouse against the estate of the deceased spouse pursuant to Minnesota Statutes Section 524.2-301 or the corresponding statutes of any other jurisdiction.
- 3.5 Legal Proceeding. 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.
- 3.6 Consideration to JOHN P. MCGUIRE. In consideration for AMY L. CRARY'S waivers of any interest in JOHN P. MCGUIRE'S Nonmarital Property in accordance with the provisions of this Agreement, if (a) JOHN P. MCGUIRE dies during the parties' marriage; (b) no Legal Proceeding has been commenced; and (c) AMY L. CRARY survives JOHN P. MCGUIRE by at least sixty (60) days, then JOHN P. MCGUIRE will provide 100% of his assets to AMY L. CRARY.
- 3.6.2 AMY L. CRARY shall be entitled to all personal property acquired during the marriage located in the Residence at the time of JOHN P. MCGUIRE'S death with the exception of those documents listed on Exhibit C.
- 3.6.3 AMY L. CRARY shall be entitled to any vehicle that was driven primarily by her as of the time of JOHN P. MCGUIRE's death, free and clear, subject to any liens or encumbrances.

**ARTICLE FOUR**  
**RIGHTS DURING THE MARRIAGE**

4. During the marriage of the parties:
- 4.1 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.
- 4.2 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. AMY L. CRARY agrees that any gifts made by JOHN P. MCGUIRE may be considered as made one-half by her and one-half by JOHN P. MCGUIRE for federal gift tax purposes. Accordingly, AMY L. CRARY agrees, in accordance with Section 2513 of the Code to signify her consent to gifts made by JOHN P. MCGUIRE as considered made one-half by her and one-half by JOHN P. MCGUIRE. Such consent shall be made in accordance with Section 2513(b) of the Code. JOHN P. MCGUIRE will indemnify and hold AMY L. CRARY harmless from any and all taxes, interest or penalties (including reasonable attorney's fees) in connection with any such matters arising out of or related to AMY L. CRARY'S consent to treat any gifts made by JOHN P. MCGUIRE as being made one-half by her.
- 4.3 Restoration of Rights. Either party may, subject to paragraph 4.5 below, during life or at death, 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.
- 4.4 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 conveyances.
- 4.5 Documenting Gifts and Restoration of Rights. An irrevocable lifetime gift from one party to the other and/or a release or restoration of a right in accordance with this Agreement must be evidenced by a writing which (a) identifies the property or the right, (b) specifically states that a gift, release or restoration is intended, (c) is signed by the party making the gift or releasing or restoring the right and (d) is dated and witnessed or notarized. No gift, release or restoration of a right not so

evidenced will modify the rights of the parties under this Agreement; provided, however, that any gift of jewelry, clothing, vehicles, and similar personal use items will not be subject to this provision. Notwithstanding the foregoing, either party will have the right to provide for the other party by will, trust, beneficiary designation, or use of any other testamentary device or document effective upon death and neither party intend by this Agreement to limit or restrict in any way the rights and power to transfer and receive such testamentary conveyances.

- 4.6 Liabilities and Nonmarital Property. Each party's Nonmarital Property will remain free from any encumbrance resulting from liabilities of the other unless agreed to by the parties in a writing meeting the requirements of paragraph 4.5. 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.
- 4.7 Income Taxes. JOHN P. MCGUIRE and AMY L. CRARY shall be jointly responsible for all federal and state income taxes on any income tax returns.
- 4.8 Living Expenses. JOHN P. MCGUIRE and AMY L. CRARY shall be jointly responsible to pay all normal and customary living expenses of the parties, including but not limited to, groceries, travel, utilities, housing expenses, entertainment, real estate taxes, and similar expenses.

**ARTICLE FIVE**  
**RIGHTS UPON COMMENCEMENT OF A LEGAL PROCEEDING**

5. The following terms and conditions shall apply to any Legal Proceeding regarding the parties' marriage.
  - 5.1 Rights to Nonmarital Property. Both parties have been advised that parties to a proceeding for dissolution, legal separation or civil annulment 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 Minn. Stat. §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.

- 5.2 Joint Assets. Any assets acquired during the marriage from both parties' Nonmarital Property will be divided between the parties in proportion to the actual monetary consideration provided by each. 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 Sections 572.08 to 572.30.
- 5.3 Marital Property. The parties' Marital Property will be divided equally between them.
- 5.4 Release of Claims. 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, as contemplated by Minnesota Statutes Section 518.58, subd. 2.
- 5.5 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:
- 5.5.1 Any appropriate pleadings seeking a legal separation, dissolution or annulment of the marriage will specifically reference this Agreement and a copy of this Agreement will be attached to such pleadings.
- 5.5.2 The validity and enforceability of this Agreement will be immediately acknowledged in the pleadings and by a written stipulation signed by the parties.
- 5.5.3 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 binding arbitration for determination pursuant to Minn. Stat. § 572.08 to 572.30.

- 5.5.4 The parties will cooperate fully so any needed Court orders or arbitration decisions implementing the provisions of this Agreement are entered expeditiously.
- 5.5.5 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.
- 5.6 Valuation Date. The parties agree the valuation date for a Legal Proceeding will be the date the Legal Proceeding is commenced.
- 5.7 Attorneys Fees and Other Professional Fees and Costs. Each party will be responsible for his or her own attorneys' 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 challenging party shall pay all of the professional fees and costs incurred by the prevailing party to enforce the Agreement.
- 5.8 Procedural and Substantive Fairness. In entering into this Agreement JOHN P. MCGUIRE and AMY L. CRARY are mindful of the procedural and substantive fairness requirements as set forth in McKee-Johnson v. Johnson, 444 N.W.2d 259 (Minn. 1989) and Minn. Stat. §519.11. JOHN P. MCGUIRE and AMY L. CRARY have entered into this Agreement in compliance with those requirements.
- 5.8.1 Reasonable Expectations of the Parties. JOHN P. MCGUIRE and AMY L. CRARY 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. By signing this Agreement each acknowledges this Agreement is substantially fair at the current time and will be substantively fair under foreseeable future events, including, but not limited to the following foreseeable future events, which the parties have discussed and under which the parties agree this Agreement should be enforced:

- 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 assets and the discrepancy that will likely exist in the future;
- The fact that both parties are currently employed and will likely be employed part-time, full-time or not employed during the parties' marriage;
- The parties' relative economic prospects if the marriage now contemplated does not occur;
- The parties' current health status and the possibility of one or both of them may suffer declining health in the future and suffer the costs associated with such a decline, including partial or total disability; and
- The possibility that a party's net worth may decline rather than grow in the future.
- The possibility that no Marital Property will be accumulated during the marriage.

After considering these and all other factors which they consider pertinent, JOHN P. MCGUIRE and AMY L. CRARY 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.

5.8.2 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 Minn. Stat. § 519.11, subd. 1. The parties acknowledge and agree that this Agreement is procedurally

fair both under common law and under applicable Minnesota statutory and case law.

5.9. Substantive Fairness.

5.9.1 It is the parties' intention and expectation as set forth specifically in this Agreement, that in the event of a termination of their marriage by a Legal Proceeding, the following, among other things, as specifically set forth in this Agreement, will occur: (i) neither party will receive any of the Nonmarital Property of the other party; (ii) except as set forth in paragraph 5.3, neither party will receive any spousal maintenance or spousal support from the other; (iii) any Marital Property will be treated as set forth in this Agreement; and (iv) Marital Property, if any, will be created as specifically set forth in this Agreement.

5.9.2 JOHN P. MCGUIRE and AMY L. CRARY 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 dissolution, legal separation or annulments 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.

5.10 Motor Vehicle. AMY L. CRARY shall be entitled to retain any motor vehicle that was driven primarily by her at the time of the commencement of the legal proceeding, subject to any liens or encumbrances.

- 5.11 Furniture, Furnishings and Other Personality. Each party shall retain his or her furniture, furnishings, household belongings and other personal items which constitute the Nonmarital Property of such individual. In the event any such items are purchased with Nonmarital Property from both parties, the provisions of paragraph 5.2 shall govern the distribution of such items.

**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 Minn. Stat. § 524.2-204 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 post-nuptial agreement as defined in Minnesota Statute 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 Paragraph 8.1.2 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 Paragraph 8.1.2 below, if during their marriage the parties are residents of, or own property situated in any state or country other than Minnesota, 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.

**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 Blue Earth County, 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, legal separation or civil annulment 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. JOHN P. MCGUIRE represents that the attached Exhibit A fully and fairly discloses his income, property and liabilities. AMY L. CRARY represents that the attached Exhibit B fully and fairly discloses her income, property and liabilities.

- 9.1.2. Both parties acknowledge that they have had sufficient time and satisfactory disclosures to fully understand the income and property affected by this Agreement.
- 9.1.3. Each party acknowledges and agrees that the values set forth in Exhibits A B and C 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. The parties specifically acknowledges that the value of the real property and investments owned by the parties whether directly or indirectly, are likely to significantly increase in value.
- 9.1.4. 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 Exhibits A, B and C 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.
- 9.2. Legal Representation. AMY L. CRARY is represented by Jillian Morris. JOHN P. MCGUIRE is represented by Patrick J. Casey. Each party has had the benefit of, or opportunity for, extended study and investigation and of legal advice and recommendations relative to the subject matter of this contract and is fully advised as to the nature and consequences of this Agreement.
- 9.3. Legal Advice. Each party has been fully advised 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.
- 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 Chapter 524 and 525 and all rights of a spouse under Minnesota Statutes Chapter 518.
- 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 have considered the following specific facts and circumstances in entering into their Agreement:

9.4.1 JOHN P. MCGUIRE is 47 years of age. His birthday is 6/05/1974. He has been previously married and has two children: Andrew John McGuire, born 9/26/1992 and Matthew James McGuire, born 10/24/1995.

9.4.2 AMY L. CRARY is 41 years of age. Her birthdate is 9/29/1980. She has been previously married and does not have any minor or adult children.

9.4.3 AMY L. CRARY is employed full-time with Nicollet County, St. Peter, Minnesota and has a gross income of approximately \$47,673.60 per year. AMY L. CRARY is also employed by the City of Eagle Lake, Eagle Lake, MN. AMY L. CRARY does not own real estate in the State of Minnesota and is not receiving income from any other source. She continues to be employed and JOHN P. MCGUIRE is not asking her to cease or limit her employment.

9.4.4 JOHN P. MCGUIRE is employed full-time at the City of Mankato, Mankato Minnesota, He earns approximately \$93,397.85 per year from his employment. He also earns approximately \$21,341.16 from employment with Veterans Affairs. He continues to be employed and AMY L. CRARY does own real estate in the State of Minnesota and is not receiving income from any other source. He continues to be employed and AMY L. CRARY is not asking him to cease or limit his employment.

9.4.5. The parties do not anticipate having or adopting any children as a result of their marriage.



**ATTORNEY'S CERTIFICATE**

The undersigned hereby certified that he is an attorney at law duly licensed and admitted to practice in the State of Minnesota, that he has been employed by JOHN P. MCGUIRE, one of the parties to the foregoing Agreement that he has advised and consulted with JOHN P. MCGUIRE in connection with said Agreement.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Patrick J. Casey, Esq.  
Attorney for John P. McGuire

**ATTORNEY'S CERTIFICATE**

The undersigned hereby certified that she is an attorney at law duly licensed and admitted to practice in the State of Minnesota, that he has been employed by AMY L. CRARY, one of the parties to the foregoing Agreement that she has advised and consulted with AMY L. CRARY in connection with said Agreement.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Jillian Morris, Esq.  
Attorney for Amy L. Crary

**EXHIBIT A**  
**TO ANTENUPTIAL AGREEMENT**  
**ASSETS, LIABILITIES, AND INCOME OF JOHN P. MCGUIRE**  
**As of March 22, 2022**

**Liquid Assets**

|  |                     |
|--|---------------------|
| MN Valley Federal Credit Union (xxx0046) | \$ 37,599.00        |
| <b>Total Liquid Assets</b>               | <b>\$ 37,599.00</b> |

**Investment Assets**

|   |                     |
|---|---------------------|
| Public Employees Retirement Association (xxx2577) | \$123,019.15        |
| <b>Total Investment Assets</b>                    | <b>\$123,019.15</b> |

**Personal Assets**

|  |                     |
|--|---------------------|
| Homestead located at 144 Spyglass Drive, Mankato, MN | \$315,000.00        |
| Toyota Tacoma  | <u>\$ 16,864.00</u> |
| <b>Total Personal Assets</b>                         | <b>\$331,864.00</b> |

**Liabilities**

|  |                      |
|--|----------------------|
| Homestead located at 144 Spyglass Drive, Mankato, MN | <u>-\$230,000.00</u> |
| <b>Total Liabilities</b>                             | <b>-\$230,000.00</b> |

|                  |                     |
|------------------|---------------------|
| <b>NET WORTH</b> | <b>\$262,482.15</b> |
|------------------|---------------------|

|                                 |                     |
|---------------------------------|---------------------|
| Total Gross Annual Income       | \$ 93,397.85        |
| Veteran's Affairs Annual Income | <u>\$ 21,341.16</u> |
| <b>Total Annual Income</b>      | <b>\$114,739.01</b> |

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
John P. McGuire

**EXHIBIT B**  
**TO ANTENUPTIAL AGREEMENT**  
**ASSETS, LIABILITIES, AND INCOME OF AMY L. CRAVY**  
**As of March 22, 2022**

**Liquid Assets**

|                             |                    |
|-----------------------------|--------------------|
| Checking Account (xxxx1185) | \$ 2,563.00        |
| Savings Account (xxxx1185)  | <u>\$ 200.00</u>   |
| <b>Total Liquid Assets</b>  | <b>\$ 2,763.00</b> |

**Investment Assets**

|   |                     |
|---|---------------------|
| Public Employees Retirement Information | Unknown             |
| IRA                                     | \$ 30,000.00        |
| <b>Total Investment Assets</b>          | <b>\$ 30,000.00</b> |

**Personal Assets**

|                                  |                    |
|----------------------------------|--------------------|
| 2014 Jeep Grand Cherokee Limited | <u>\$18,921.00</u> |
| <b>Total Personal Assets</b>     | <b>\$18,921.00</b> |

**Liabilities**

|  |                     |
|--|---------------------|
| Federal Student Loan                         | -\$57,623.90        |
| Private Student Loan                         | -\$10,464.15        |
| Discover Credit Card                         | -\$ 6,346.00        |
| BarClays Credit Card                         | -\$ 5,421.00        |
| Citi Diamond Credit Card                     | -\$ 1,792.00        |
| Citi Credit Card                             | -\$ 6,520.00        |
| 2014 Jeep Grand Cherokee Limited Encumbrance | <u>-\$ 4,744.00</u> |
| <b>Total Liabilities</b>                     | <b>-\$92,911.05</b> |

**NET WORTH** **-\$41,227.05**

|   |                    |
|---|--------------------|
| Annual Employment Income (full-time employment) | \$47,673.60        |
| Part-Time Employment                            | Unknown            |
| <b>Total Gross Income</b>                       | <b>\$47,673.60</b> |

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Amy L. Crary

**EXHIBIT C**  
**TO ANTENUPTIAL AGREEMENT**  
**PERSONAL PROPERTY ITEMS OF JOHN P. MCGUIRE**  
**As of March 22, 2022**

| <b>Items</b>                  | <b>Value</b>       |
|-------------------------------|--------------------|
| Antiques, Firearms/Currency   | <u>\$80,000.00</u> |
| Total Personal Property Items | \$80,000.00        |

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
John P. McGuire