

## PRENUPTIAL AGREEMENT ASSET UPDATE AND REAFFIRMATION

This Prenuptial Agreement Asset Update and Reaffirmation ("Reaffirmation") is entered into on [Date], by and between:

Party A [woman], residing at [Address], and

Party B [man], residing at [Address],

collectively referred to as the "Parties" and individually as a "Party."

Original Agreement: Prenuptial Agreement dated \_\_\_\_\_, 20\_\_\_\_  
("Original Agreement")

Scheduled Marriage Date: \_\_\_\_\_

### RECITALS

The parties entered into the Original Agreement on \_\_\_\_\_, 20\_\_\_\_.

Pursuant to its terms, both parties have exchanged Updated Asset Disclosures dated \_\_\_\_\_, 20\_\_\_\_ ("Updated Disclosures").

The parties now reaffirm the Original Agreement's continued validity with full knowledge of current financial circumstances.

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## 1. REPRESENTATIONS, ACKNOWLEDGMENTS, AND AGREEMENTS

Each party represents, warrants, and acknowledges that:

### 1.1 Disclosure Review Process

- Received the other party's Updated Disclosure on \_\_\_\_\_, 20\_\_\_\_
- Had at least \_\_\_\_ days (minimum 8 days, occurring 30-60 days before the scheduled marriage) to review without undue pressure or coercion
- Had opportunity to consult independent legal counsel, verify accuracy, ask questions, and request additional documentation

### 1.2 Disclosure Completeness and Accuracy

- Their Updated Disclosure accurately and completely reflects their present financial circumstances.
- They have disclosed all material changes since the Original Agreement, including: income changes, business interests, real estate transactions, inheritances,

retirement accounts, debts, equity compensation, and any other material changes in assets or liabilities

- Their Updated Disclosure is true, complete, accurate, not misleading, and contains no concealment, omission, or misrepresentation
- All valuations are accurate and reasonable
- They have provided all information a reasonable person would consider material
- Check one:

\_\_\_\_\_ No material financial changes have occurred since the Original Agreement

\_\_\_\_\_ Financial changes have occurred as detailed in the Updated Disclosures, but both parties agree the Original Agreement remains fair and reasonable

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## 2. REAFFIRMATION AND BINDING EFFECT

The parties reaffirm that the Original Agreement remains in full force and effect. All terms and conditions continue without modification. The Updated Disclosures supplement but do not modify the Original Agreement. This Reaffirmation is binding and governed by the same laws as the Original Agreement.

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## 3. FAIRNESS, VOLUNTARINESS, AND INFORMED CONSENT

Each party acknowledges and represents that:

### 3.1 Fairness and Understanding

- The Original Agreement is not unconscionable and remains fair and reasonable
- Neither party is left without adequate means of support
- They understand how the Agreement affects their rights upon divorce or death
- They understand their rights with and without the Original Agreement
- The Updated Disclosures do not materially change their assessment of fairness, or if they do, they still find the Agreement fair
- They believe the Original Agreement was and remains fair and reasonable

### 3.2 Voluntariness and Capacity

- This Reaffirmation is executed voluntarily without duress, coercion, fraud, undue influence, or leverage from the wedding date
- They are of sound mind with full mental capacity to understand this document
- They are not under the influence of any impairing substance or condition
- They have carefully read and fully understand both the Original Agreement and this Reaffirmation

- All questions have been answered satisfactorily
- No representations or promises exist beyond those in the Original Agreement and this Reaffirmation

### 3.3 Procedural Fairness

- This Reaffirmation is executed 30-60 days before the wedding, providing adequate review opportunity without undue pressure
  - The process has been fair and reasonable to both parties
  - Neither party has been presented with this document at the last minute or under unfair circumstances
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## 4. INDEPENDENT LEGAL COUNSEL

Each party acknowledges being advised of the importance of obtaining independent legal counsel, having adequate time and opportunity to obtain counsel, and understanding that the same attorney cannot represent both parties.

[Check one for each party:]

Party A:

☐ Obtained independent counsel: \_\_\_\_\_ [Attorney Name]

☐ Voluntarily declined counsel after being advised not to do so, understanding they are waiving a valuable right and proceed at their own risk

Party B:

☐ Obtained independent counsel: \_\_\_\_\_ [Attorney Name]

☐ Voluntarily declined counsel after being advised not to do so, understanding they are waiving a valuable right and proceed at their own risk

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## 5. SEPARATE PROPERTY STRUCTURE

The parties reaffirm that under the Original Agreement: (a) all assets and debts owned before marriage remain separate property; (b) all assets and debts acquired during marriage in one party's name alone remain that party's separate property; and (c) only assets acquired during marriage in both names are joint property.

## 6. SEVERABILITY

**6.1 Severance of Invalid Provisions:** If any provision of this Reaffirmation is held invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be automatically severed, and the remainder of this Reaffirmation and the Original Agreement shall remain in full force and effect.

**6.2 Replacement Provision:** Any severed provision shall be reformed to nearest valid equivalent reflecting the original intent of the Parties.

**6.3 Intent:** The Parties expressly intend that invalid provisions be severed rather than invalidating the entire Reaffirmation, even if the invalid provision goes to the essence of this Reaffirmation.

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## 7. COMPREHENSIVE ACKNOWLEDGMENTS

**7.1 Informed Voluntary Agreement:** Each Party enters this Reaffirmation freely and voluntarily, with complete understanding of its terms, legal effects, and binding nature.

**7.2 Financial Disclosure Confirmation:** Each Party confirms they received full financial disclosure with reasonable opportunity for verification.

**7.3 Legal Counsel Confirmation:** Each Party confirms they were advised to obtain independent legal counsel and provided sufficient time for consultation.

**7.4 Maximum Statutory Waiver:** Each Party understands they are waiving all statutory rights to property division, spousal support, inheritance claims, and any other marital rights to the fullest extent legally permitted.

**7.5 Acknowledgments Supporting Enforceability:** Each Party represents and warrants that as of the execution of this Reaffirmation: (a) they have full understanding of all terms and legal effects; (b) they received complete and adequate financial disclosure with reasonable opportunity for verification; (c) the Original Agreement and this Reaffirmation are fair, reasonable, and not unconscionable; (d) their execution is voluntary and free from duress, coercion, or undue influence; (e) they were advised to obtain and had adequate opportunity to consult independent legal counsel; and (f) no promises or representations were made beyond those contained in these documents. Each Party intends these representations to support the continued enforceability of the Original Agreement.

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## 8. EXECUTION

Party A initials\_\_\_\_\_

Party B initials\_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Reaffirmation as of the date first written above.

**PARTY A**

I, [Party A Name], have read this Reaffirmation in its entirety, understand it fully, and am signing it voluntarily. All of my representations, warranties, and acknowledgments are true and accurate.

[Party A Name] \_\_\_\_\_ Date \_\_\_\_\_

## ATTORNEY CERTIFICATION FOR PARTY A

I, \_\_\_\_\_, attorney for Party A, certify that:

- I have reviewed this Reaffirmation and the Original Agreement with my client
- I have explained the legal implications and consequences to my client
- I have answered all of my client's questions
- My client has had adequate time to consider this Reaffirmation
- To the best of my knowledge, my client's execution is voluntary, informed, and free from duress or coercion
- My client appears to have the mental capacity to understand this Reaffirmation
- I believe my client fully understands what they are signing

|                           |      |
|---------------------------|------|
| Attorney Name, Bar Number | Date |
|---------------------------|------|

## PARTY B

I, [Party B Name], have read this Reaffirmation in its entirety, understand it fully, and am signing it voluntarily. All of my representations, warranties, and acknowledgments are true and accurate.

[Party B Name] \_\_\_\_\_ Date \_\_\_\_\_

## ATTORNEY CERTIFICATION FOR PARTY B

I, \_\_\_\_\_, attorney for Party B, certify that:

- I have reviewed this Reaffirmation and the Original Agreement with my client
- I have explained the legal implications and consequences to my client
- I have answered all of my client's questions
- My client has had adequate time to consider this Reaffirmation
- To the best of my knowledge, my client's execution is voluntary, informed, and free from duress or coercion
- My client appears to have the mental capacity to understand this Reaffirmation
- I believe my client fully understands what they are signing

\_\_\_\_\_  
Attorney Name, Bar Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
EXHIBIT A: Party A Updated Disclosure Schedule (to be attached)

EXHIBIT B: Party B Updated Disclosure Schedule (to be attached)