

AMENDMENT TO PREMARITAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between _____ (“Wife”) and _____, (“Husband”), both herein referred to as “Parties”.

WHEREAS, the Parties entered into a premarital agreement on the _____ day of _____, _____; and

WHEREAS, the Parties married on the _____ day of _____, _____; and

WHEREAS, the Parties desire to amend portions of the premarital agreements for the best interest of all involved.

NOW, THEREFORE, in consideration of the parties and of their mutual promises and agreements, they agree one with the other as follows:

(1) Except as otherwise provided in this agreement, the premarital agreement referenced above and all provisions contained therein, shall remain and full force and effect.

(2) The Parties hereby amend the premarital agreement, or add supplementary provisions to the agreement as follows:

(a) [insert desired amendment or addition]

(b) [insert desired amendment or addition]

(c) [insert desired amendment or addition]

(3) This agreement shall be controlled, construed and given effect by and under the laws of the State of South Dakota. It is the intent of the parties that the Agreement be enforced to the fullest extent permissible under applicable laws and public policies. The invalidity, illegality, or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid, illegal, or unenforceable provision had been omitted.

(4) No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

(5) No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(6) This Agreement may be executed in any number of copies, each of which shall be deemed an original and no other copy need be produced. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

(7) This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors, and assigns.

(8) This agreement may only be amended or revoked by written amendment signed by both parties.

(9) Each party further agrees and affirms as follows:

- (a) That the party did execute the agreement voluntarily; and
- (b) That this agreement is not unconscionable when it was executed; and
- (c) Both parties are fully aware of the property or financial obligations

of the other party;

(d) That he and she did have, or reasonably could not have had, an adequate knowledge of the property or financial obligations of the other party.

IN WITNESS WHEREFOR, the parties hereby execute this agreement in several counterparts, any executed copy of which shall be considered for all purposes as an original, on the day and year above written.

HUSBAND

WIFE

Approved:

Attorney for First Party: _____

Attorney for Second Party: _____

Note: This agreement must be executed before a notary public.

STATE OF _____

COUNTY OF _____

On this ____ day of _____, in the year _____, before me personally appeared _____, known to me (or proved to me on the oath of _____) to be the person who is described in, and who executed the within instrument and acknowledged to me that _____ (he/she) executed the same.

Notary Public, State of _____

Printed Name: _____

Commission Expires:

STATE OF _____

COUNTY OF _____

On this ____ day of _____, in the year _____, before me personally appeared _____, known to me (or proved to me on the oath of _____) to be the person who is described in, and who executed the within instrument and acknowledged to me

that _____ (he/she) executed the same.

Notary Public, State of _____

Printed Name: _____

Commission Expires:
