**[FIRST] SUPPLEMENT TO POSTNUPTIAL**

**PARTITION AND EXCHANGE AGREEMENT**

WILMA WIFE (“[WIFE]”) and [HUSBAND](“[HUSBAND]”), both of [COUNTY] County, Texas, hereby enter this First Supplement to Postnuptial Partition and Exchange Agreement (the “Supplement”) effective as of the date both parties have executed this Supplement. In this Supplement, [WIFE] and [HUSBAND] also will be referred to individually as a “Party” and collectively as the “Parties”.

**RECITALS AND BACKGROUND**:

(i). The Parties previously entered that Postnuptial Partition and Exchange Agreement, dated effective May 14, 2009 (the “2009 Agreement”).

(ii). The Parties intend by this Supplement to confirm, among other things, the current status and identity of their respective separate property assets and to correct certain oversights contained within the 2009 Agreement.

(iii). Except as supplemented by this Supplement, the Parties intend that the 2009 Agreement remain in full force and effect.

**AGREEMENT**:

For the purposes and consideration identified throughout this Agreement, and in the manner described by Section Parties therefore hereby agree as follows:

1. Confirmation of Current Separate Property. The Parties agree and confirm that the attached Exhibit A shall serve as a supplement to Exhibit A attached to the 2009 Agreement and is a partial and non-exhaustive list of [WIFE]’s separate property as of the last day of the month before the effective date of this Supplement. The parties intend for the attached Exhibit A to supplement, rather than to replace, the prior Exhibit A attached to the 2009 Agreement and intend that the 2009 Agreement be construed as if it contained all items disclosed in both Exhibits A. The Parties also agree and confirm that the attached Exhibit B shall serve as a supplement to Exhibit B attached to the 2009 Agreement and is a partial and non-exhaustive list of [HUSBAND]’s separate property as of the last day of the month before the effective date of this Supplement. The parties intend for the attached Exhibit B to supplement, rather than to replace, the prior Exhibit B attached to the 2009 Agreement and intend that the 2009 Agreement be construed as if it contained all items disclosed in both Exhibits B.

2. Confirmation of Pages 3 and 4 of 2009 Agreement. When the Parties executed the 2009 Agreement, page 4 of the 2009 Agreement contained certain typographical and scrivener errors. Also, the first executed copy of the 2009 Agreement did not include page 3. The Parties agree and confirm that the attached Exhibit C contains the correct pages 3 and 4 of the Agreement. The Parties agree and confirm that in the event that (i) either spouse dies or (ii) the parties divorce while owning an interest in [BUSINESS], the buy-sell restrictions set out in Exhibit D attached to this Supplement shall apply to any such interest.

3. Confirmation of Intent Regarding [BUSINESS], LLC. Paragraph 2(e) of the 2009 Agreement, in part, granted [WIFE] a continuing option to acquire up to fifty percent (50%) of [HUSBAND]’s membership interest in [BUSINESS], LLC (“[BUSINESS]”). [WIFE] has exercised her option with respect to a forty-nine percent (49%) membership interest in [BUSINESS] and she continues to have an option with respect to a one percent (1%) membership interest. Pursuant to Paragraph 3(b)(3) of the 2009 Agreement, and before [WIFE] exercised her option with respect to [BUSINESS], the Parties had agreed that any net after tax income received by [HUSBAND] which is earned and distributed to him from [BUSINESS], shall be owned by the Parties as their community property. The Parties agree and confirm that their intent was that if [WIFE] exercised her option to acquire a membership interest in [BUSINESS] that any net after tax income received by [WIFE] which is earned and distributed to her from [BUSINESS], also shall be owned by the Parties as their community property in the same exact manner as the exception applied to [HUSBAND]. Accordingly, the Parties hereby agree to amend the 2009 Agreement by deleting Paragraph 3(b)(3) in its entirety and replacing it with the following:

(3) The second exception to the general rule stated in Paragraph 3.b.(1) is that any net after tax income received by either [HUSBAND] or [WIFE] (the tax liabilities being handled in the same manner set forth in subparagraph (2) above), which is earned and distributed to either him or her from [BUSINESS], LLC, shall be owned by the Parties as their community property, in equal shares and interests.

4. Confirmation of Irrevocable Life Insurance Trust. Pursuant to Paragraph 14(a) of the 2009 Agreement, [HUSBAND] agreed to contribute a referenced life insurance policy to an irrevocable life insurance trust (“ILIT”) if one was formed by [WIFE] (the “Contribution Requirement”). [WIFE] did not form an ILIT in connection with the Agreement. Rather, [HUSBAND] formed two ILITs, known respectively as the [HUSBAND] 2014 Special Trust No. 1, UAD 04/25/2014, (the “No. 1 Trust”) and the HUSBAND 2014 Special Trust Agreement No. 2, UAD 08/29/2014, (the “No. 2 Trust”). [WIFE] was the Trustee and primary beneficiary of both trusts. Her children were secondary beneficiaries. Trust No. 1 acquired a new life insurance policy on [HUSBAND]’s life. [HUSBAND] subsequently contributed the referenced life insurance policy to Trust No. 2, which also acquired additional policies on [HUSBAND]’s life. Ultimately and on December 31, 2017, [WIFE], as Trustee of both Trusts, merged Trust No. 1 into Trust No. 2, such that Trust No. 2 is the only remaining trust. She remains the Trustee of Trust No. 2. The Parties agree and confirm that [HUSBAND]’s contribution of the referenced life insurance policy to Trust No. 2 satisfies the Contribution Requirement of Paragraph 14(a) of the 2009 Agreement in all respects.

5. Binding Effect. This Supplement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, successors, representatives and assigns.

6. Representations of Parties. EACH PARTY ACKNOWLEDGES THAT HE OR SHE:

a. WAS URGED BY THE OTHER PARTY TO SECURE LEGAL COUNSEL IN CONNECTION WITH THIS SUPPLEMENT;

b. HAS CAREFULLY READ AND UNDERSTOOD THE PROVISIONS OF THIS SUPPLEMENT;

c. UNDERSTANDS THAT HIS OR HER MARITAL RIGHTS IN THE PROPERTY LISTED ON EXHIBITS A AND B TO THIS SUPPLEMENT MAY BE ADVERSELY AFFECTED BY THIS AGREEMENT;

d. HAS GIVEN INFORMED CONSENT TO THIS SUPPLEMENT AND WAS NOT SUBJECTED TO FRAUD, DURESS OR OVERREACHING; AND

e. WAS PROVIDED A FAIR AND REASONABLE DISCLOSURE OF THE PROPERTY AND FINANCIAL OBLIGATIONS OF THE OTHER PARTY, HAS AN ADEQUATE KNOWLEDGE OF THOSE OBLIGATIONS AND EXPRESSLY WAIVES ANY RIGHT TO

DISCLOSURE OF THE PROPERTY OR FINANCIAL OBLIGATIONS OF THE OTHER PARTY BEYOND THE DISCLOSURE PROVIDED BY THE OTHER PARTY.

7. Choice of Law. This Supplement shall be governed, interpreted and in all matters construed in accordance with the provisions of the laws of the State of Texas.

8. Interspousal Immunity. Each Party agrees that he or she will not raise the defense of interspousal immunity in any jurisdiction in which an action is brought to enforce this Supplement.

9. No Third Party Beneficiary Contract. This Supplement is executed for the sole and exclusive benefit of the Parties hereto and shall provide no rights to any third party.

10. Counterparts. This Supplement may be executed in two or more counterparts, each of which shall be deemed to be an original document.

11. Ratification. Except as supplemented herein, each Party hereby ratifies and confirms the 2009 Agreement.

EXECUTED on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WIFE

THE STATE OF TEXAS §

COUNTY OF [COUNTY] §

SUBSCRIBED AND SWORN TO before me on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, by [WIFE]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC in and for the State of Texas

EXECUTED on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[HUSBAND]

SUBSCRIBED AND SWORN TO before me on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, by [HUSBAND]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC in and for the State of Texas

***Exhibit A***

[WIFE] Schedule of Separate property

· Trust – revocable trust, [CHILD] is Trustee and [GRANDCHILD] is the primary beneficiary

· Trust – irrevocable trust, [CHILD] is Trustee and [GRANDCHILD] is the primary beneficiary

·[BUSINESS], LLC

owned 25% by Black Lab Trust

owned 25% by Rockham Trust

·[BUSINESS], LLC

owned 49% by [WIFE] individually

·Cadillac SRX

· Chase checking and savings account $46,394

· Wells Fargo account $82,957

· Schwab account $239,811

· Real property located at [ADDRESS] (50% undivided interest)

· Jewelry- not limited to the following

· Cartier Watch with diamonds

· Cartier Watch two-tone

· 3.5 ct. diamond ring

· Various David Yurman, John Hardy and miscellaneous jewelry

· Diamond hoop earrings

· Tiffany Gold scarf necklace

· Diamond and gold “s” shaped necklace

· 2 ct. Diamond pendant

· Topaz / gold ring with diamonds

· Gold and silver coin collection

-Luongo oil painting

-Amstater oil painting

-Matisse drawing

-Leroy Neiman paintings

***Exhibit B***

[HUSBAND] Schedule of Separate Property

* Men’s Rolex Stainless Steel Submariner Watch
* Man’s Rolex Gold Plated Oyster Perpetual Watch
* Man’s Bulova Watch
* Boy’s diamond set in gold ring
* Half interest in coin collection in three safe deposit boxes at Chase (Other half interest is owned by [SISTER].)
* Cash on hand - $86,000
* Charles Schwab Cash Account - $130,879
* Real property located at [ADDRESS] (50% undivided interest)
* [BUSINESS], LLC – 51% Membership Interest
* [BORROWER], LP Promissory Note (12/20/2015) -- $125,000
* Beneficial Interest in the tangible personal property of the Estate of [MOTHER]
* Beneficial Interest in Trust A, established under the [MOTHER] 2008 Living Trust Agreement, dated 03/12/2008