

RCR: 
TAR: 

ADDENDUM TO MARITAL SETTLEMENT AGREEMENT

Tami A. Rodems and Ryan Christopher Rodems agree to amend the Marital Settlement Agreement as follows:

1. The parties agree to amend paragraph 10.i. to read as follows:
 - 10.i. As of September 24, 2023, all loans from Ryan Christopher Rodems' 401k have been repaid. Thus, the parties will divide Ryan Christopher Rodems' 401K, using the value of the 401K on September 25, 2023, which was \$191,369.79. Fifty percent of the total value of Ryan Christopher Rodems' 401K as of September 25, 2023, will be transferred to an IRA account in Tami A. Rodems' name or as directed by Court Order. However, the money will not be transferred until the parties obtain an appropriate Order from the Court so that the transfer does not create a taxable event for either party to this Marital Settlement Agreement. In the event Ryan Christopher Rodems is deceased before this paragraph is executed, Tami A. Rodems shall be entitled to enforce this paragraph of the Marital Settlement Agreement. Ryan Christopher Rodems shall pay all legal fees to accomplish the terms and conditions of this paragraph.
2. The parties agree to amend paragraph 11 to read as follows:
 11. Spousal Support. Beginning October 1, 2023, if this Addendum is executed by Tami A. Rodems and returned to Ryan Christopher Rodems by October 10, 2023, Ryan Christopher Rodems agrees to pay spousal support in the amount of **\$7,500.00** every month on or before the first day of the month, and continuing until Ryan Christopher Rodems reaches the age of 67 on December 4, 2033, subject to the following terms and conditions:
 - a. Upon reaching age 67, the **\$7,500.00** monthly spousal support payments will end, and no further monthly alimony will be owed to Tami A. Rodems by him.
 - b. [No changes]
 - c. If Ryan Christopher Rodems' income decreases below an annualized amount of \$350,000, he may apply to the Court to reduce the **\$7,500.00** monthly spousal support payments to 35% of his net monthly income after FICA and federal withholding, and the

RCR: 
TAR: 2R

reduction will apply effective the date his annualized income decreases below \$350,000.

- d. Because Tami A. Rodems will be solely responsible for the entire monthly payment for her 2022 Mercedes vehicle, including insurance costs and because the lease is in Ryan Christopher Rodems' name, he will continue to make the monthly payments (\$1,099.70) and will deduct the payments from the \$7,500.00 in monthly spousal support due. Additionally, he will pay and maintain automobile insurance on the vehicle at current levels and will deduct the insurance payments made on the Mercedes from the \$7,500.00 monthly alimony.
- e. [No changes]
- f. [No changes]
3. The amended paragraph 11 shall not be retroactive, and the new monthly payments of \$7,500.00 shall begin on October 1, 2023, only if this Addendum is executed by Tami A. Rodems and returned to Ryan Christopher Rodems by October 10, 2023.
4. The parties agree to amend paragraph 12.c. to read as follows:
 - 12.c. In addition to the amounts required by paragraph 12.b., upon reaching age 67, Ryan Christopher Rodems will make a final lump sum alimony payment of \$100,000 to Tami A. Rodems within 60 days of his 67th birthday. This final lump sum payment of \$100,000 shall not be subject to modification or reduction if Ryan Christopher Rodems' income decreases below an annualized amount of \$350,000.
5. Ryan Christopher Rodems shall pay the health insurance premium payments required by COBRA to continue Tami A. Rodems' after Tami A. Rodems becomes ineligible to continue on the health insurance currently provided through Ryan Christopher Rodems' employment; however, the period of payments shall not exceed 12 months, and shall only be owed and paid if Tami A. Rodems elects to continue health insurance coverage.
6. None of the other terms or conditions or requirements of the Marital Settlement Agreement are altered or amended by this Addendum, and the

RCR

TAR: JR

parties agree that the Marital Settlement Agreement previously executed shall remain in full force and effect.

7. This Addendum to the Marital Settlement Agreement is entered into voluntarily by the parties.
8. Both parties participated in the drafting of this Addendum to the Marital Settlement Agreement and both parties had an opportunity to have it reviewed by legal counsel of their choosing before executing it.
9. **The Marital Settlement Agreement and this Addendum to the Marital Settlement Agreement shall be presented to the Court in the parties' dissolution of marriage action, and the parties agree to ask the Court to approve them and require the parties to comply with the terms of them.**

I certify that I have been open and honest in entering into this Addendum to the Marital Settlement Agreement. I am satisfied with this Addendum to the Marital Settlement Agreement and intend to be bound by it and the Marital Settlement Agreement.

DATED this 5th day of October, 2023.

Jammi Rodems
TAMI A. RODEMS

RYAN CHRISTOPHER RODEMS