



**COURT OF APPEALS
SECOND DISTRICT OF TEXAS
FORT WORTH**

NO. 02-15-00058-CV

KENNETH RAY WALDROP

APPELLANT

V.

TERESA WALDROP

APPELLEE

FROM THE 393RD DISTRICT COURT OF DENTON COUNTY
TRIAL COURT NO. 2006-61054-393

CONCURRING OPINION ON EN BANC RECONSIDERATION

I agree with the majority that the Contractual Maintenance provision is purely contractual and that it can be modified by further court order absent one of the four specific circumstances contained under paragraph one of the provision. However, instead of directing the trial court on remand to determine the criteria to be applied in making any judicial modification authorized by the “further orders of the Court” language contained in the Contractual Maintenance provision, I would

hold that the standard to apply in arriving at a “further order[] of the court” should be as follows: “Has there been a material change in Kenneth’s circumstances that warrants a modification of the contractual maintenance payment terms?” This standard is a lesser test than the “material and substantial change” mentioned in the trial court’s conclusion of law 8. Because the majority holds otherwise, I respectfully concur.

/s/ Bill Meier
BILL MEIER
JUSTICE

DELIVERED: June 7, 2018