

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

MAREN HAAS-REASLAND d/b/a The )  
Next Step...Dancing with Maren )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
PARAMOUNT COMMERCIAL REAL )  
ESTATE SERVICES, INC., a Nebraska )  
corporation, CYNET, INC., a Nebraska )  
corporation, and LANDMARK )  
PROPERTIES, INC., a Nebraska )  
corporation, )  
 )  
Defendants. )

CASE NO. CI 16-

**COMPLAINT FOR DECLARATORY  
JUDGMENT, ACCOUNTING of  
MONIES and BREACH OF  
CONTRACT**

COMES NOW Plaintiff Maren Haas-Reasland and for her causes of action for Declaratory Judgment, Accounting of Monies and Breach of Contract against the Defendants, states as follows:

I  
JURISDICTION AND VENUE

1. Plaintiff Maren Haas-Reasland is an individual residing in Nebraska and operating a sole proprietorship with its place of business in Omaha Douglas County, Nebraska.
2. Defendants, Paramount Real Estate Services, Inc., Cynet, Inc., Landmark Properties, Inc. are each Nebraska corporations with each having principal place of business in Omaha Douglas County, Nebraska.
3. The acts complained of herein and the events and transactions described herein took place in Omaha, Douglas County, Nebraska.

II  
GENERAL ALLEGATIONS

4. Defendants own the commercial real estate at 13520 Discovery Drive, Omaha, Douglas County Nebraska (“Real Property”).

5. Plaintiff operates a dance studio, and she leases space for the dance studio in bays 10-12 at the Real Property pursuant to a certain Business Property Lease dated June 29, 2005 as amended by the Third Lease Amendment signed and executed by Plaintiff and Defendant on or about June 9, 2011 (“Lease”), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

6. Plaintiff has performed her obligations under the Lease as they have, from time to time, been modified and agreed upon between Plaintiff and Defendant.

III  
FIRST CLAIM FOR RELIEF  
(Declaratory Judgment)

7. That this is an action for a Declaratory Judgment brought pursuant to Neb. Stat. §25-21,149, et. seq. to determine the rights of the parties under the Lease.

8. A dispute has arisen between the parties regarding the calculation of “Operating Expenses” [also called common area maintenance (“CAM”) charges] under paragraph 4 of the Lease, and the amount of CAM owed by Plaintiff thereunder.

9. The Lease at paragraph 4 contains a provision for calculating “Operating Expenses” and subparagraph (b) describes the “Operating Expenses” and provides a “pro rata share” calculation for determining the Tenant’s obligation, as follows:

“Tenant’s pro rata share’ shall mean the percentage determined by dividing the square feet of the Premises as shown in Paragraph 1, by 50,687 square feet.”

10. Within the Third Lease Amendment, the Tenant’s total square footage is 4,250 square feet.

11. Plaintiff avers her pro rata share calculation of “Operating Expenses” is the total square footage she leases, i.e. 4,250 square feet, divided by 50,687 square feet, and that the Plaintiff’s pro rata share should be 8.34% [4,250 square feet divided by 50,687, the quotient of which is 0.0838] of the total “Operating Expenses.”

12. Plaintiff has paid a total of \$9,459.60 in “Operating Expenses” in 2015.

13. In March 2016, Plaintiff received an invoice from Defendants stating that Plaintiff owed an additional \$4,091.44 as a “CAM charge” for 2015. A true, correct and authentic copy of the statements are attached hereto as Exhibit B and incorporated herein by this reference.

14. Defendants provided a CAM Reconciliation Spreadsheet. A true, correct, and authentic copy of the CAM Reconciliation Spreadsheet is attached hereto as Exhibit C and incorporated herein by this reference.

15. Defendants arbitrarily changed the rate at which Plaintiff’s “Operating Expenses” are calculated to 14.01% as shown on Exhibit C.

WHEREFORE, Plaintiff seeks a declaration from this Court of the following:

- a. declare the respective rights and obligations of the parties under the Lease;
- b. declare that Defendants have no right to arbitrarily change the calculation method for determining Plaintiff’s pro rata share obligation for “Operating Expenses”;
- c. declare that Defendants breached the Lease when they arbitrarily changed the pro rata calculation method under the Lease;
- d. an Order of this Court declaring that the Plaintiff is entitled enforce the calculation method found in Paragraph 4, Subparagraph (b) of the Lease for the remainder of the Lease term and any extensions thereof permitted under the terms of the Lease; and

- e. For such other and further relief as the Court may deem just and equitable.

III  
SECOND CLAIM FOR RELIEF  
(Accounting of Monies)

COMES NOW Plaintiff and for her Second Claim for Relief against Defendants, incorporates the allegations set forth in paragraphs 1-15 as if fully set forth herein, and further states as follows:

16. Plaintiff requested from Defendants' agent an accounting of the CAM charges for 2015 in an effort to determine the actual amounts payable to Defendants under the Lease for 2015.

17. Defendants have not delivered an accounting of the 2015 CAM charges.

18. Plaintiff has paid CAM charges in years 2013 and 2014 that are not in accordance with the Lease, and there may be sums owing to Plaintiff for overpayment in such years.

WHEREFORE, Plaintiff requests an Order of this Court

a. ordering Defendants to provide a full and accurate accounting of all of the actual "Operating Expenses" from 2013 through 2015, including any and all subcontractor invoices substantiating any and all "Operating Expense" found to be under "Operating Expenses" in the Lease.

b. Plaintiff requests an Order of this Court entitling Plaintiff to a recalculation of all "Operating Expenses" at the correct "pro rata share" according to the terms of the Lease from 2013 through 2015; and

- c. For such other and further relief as the Court may deem just and equitable.

III  
THIRD CLAIM FOR RELIEF  
(Breach of Contract)

COMES NOW Plaintiff and for her Third Claim for Relief against Defendants, incorporates the allegations set forth in paragraphs 1-18 above, as if fully set forth herein, and further states and alleges as follows:

19. Defendants breached a material term of the Lease when Defendants, by unilaterally changing the method of calculating the Tenant's pro rata share of "Operating Expenses" under the Lease, overcharged Plaintiff in 2013, 2014 and 2015.

WHEREFORE, Plaintiff requests and Order from this Court:

a. requiring Defendants to return to Plaintiff any and all sums which Plaintiff has overpaid in the form of "Operating Expenses" from 2013 through 2015;

b. requiring Defendants to reimburse any and all costs and expenses Plaintiff incurred in enforcing the terms of the Lease and any all costs related to this action, including but not limited to attorneys' fees, court costs, and all other damages as the Court may deem just and equitable. WHEREFORE, Ms. Haas-Reasland prays for relief requested herein and for such other and further relief as the Court may deem just and equitable.

Maren Haas-Reasland,  
Plaintiff

By:  \_\_\_\_\_

Jerry M. Slusky, #13881

Danielle Dring, #25480

SMITH SLUSKY POHREN & ROGERS LLP

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Omaha, NE 68114

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Attorneys for Plaintiff

## BUSINESS PROPERTY LEASE

THIS LEASE is entered into this 27<sup>th</sup> day of June 2005 between Cynet, Inc., Landlord, and Maren Hagg, Tenant.

1. **PREMISES.** Landlord leases to Tenant the real property located at 13530 Discovery Plaza - Bays 11 & 12, Omaha, NE 68137 (the "Premises"), containing approximately 3,000 square feet of area, on the following terms and conditions.

2. **TERM.** This Lease shall be for a term of Three (3) Years, beginning on the 1st day of July 2005 and ending on the 30<sup>th</sup> day of June 2008.

If for any reason the Premises is delivered to Tenant on any date before or after the term commencement date, rental for the period between the date of possession and the term commencement date shall be adjusted on a pro rata basis. Such earlier or later taking of possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

3. **USE OF PREMISES.** The Premises are leased to Tenant, and are to be used by Tenant, for the purposes of Dance Studio and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

4. **RENT.**

(a) **Base Rent.** The total Base Rent under this Lease is Sixty-Seven Thousand Two Hundred and No/100 Dollars (\$67,200.00). Tenant agrees to pay rent to Landlord at Cynet, Inc. c/o Coldwell Banker Commercial World Group 780 North 114<sup>th</sup> Street, Omaha, NE 68154 or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

For the period from July 1, 2005, to August 31, 2005, \$0.00 per month  
 For the period from September 1, 2005, to June 30, 2006, \$1,950.00 per month  
 For the period from July 1, 2006, to June 30, 2007, \$1,987.50 per month  
 For the period from July 1, 2007, to June 30, 2008, \$1,987.50 per month

(b) **Operating Expenses.** In addition to the Base Rent, Tenant shall pay a pro rata share of operating expenses of the real estate of which the Premises are part, parking areas, and grounds ("Real Estate"). "Operating expenses" shall mean all costs of maintaining and operating the Real Estate, including but not limited to all taxes and special assessments levied upon the Real Estate, fixtures, and personal property used by Landlord at the Real Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to line painting, lighting, snow removal, landscaping, cleaning, depreciation of machinery and equipment used in such maintenance, repair and replacement, and management costs, including Real Estate superintendents. Operating Expenses shall not include property additions and capital improvements to the real estate, alterations made for specific tenants, depreciation of the Real Estate, debt service on long term debt or income taxes paid by Landlord.

"Tenant's pro rata share" shall mean the percentage determined by dividing the square feet of the Premises as shown in Paragraph 1, by 50,687 square feet.

Tenant's pro rata share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be pro rated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. Tenant shall pay Five Hundred Eighty-Two and 50/100 Dollars (\$582.50) per month, on the first of each month in advance with rent for Tenant's estimated pro rata share of the Operating Expenses. Landlord may change this amount at any time upon written notice to Tenant. At the end of each year, an analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the estimated Operating Expenses paid by Tenant. Said amount shall be paid by Tenant to Landlord within thirty (30) days after Tenant's receipt of the statement. In the event this Lease terminates at any time other than the last day of the year, the excess Operating Expenses shall be determined as of the date of termination. If Tenant's payments of estimated Operating Expenses exceed the amount due Landlord for that calendar year, Landlord shall, at its option, provided Tenant is not then in default under this Lease, apply the excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the term of this Lease has already expired, in either case without interest to Tenant.

(c) **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord, shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(d) **Late Charge.** In the event Tenant fails to make any Rent or Additional Rent payment within five (5) days of its due date, Tenant shall pay Landlord a late charge of five percent (5%) of the amount due per month in addition to Rent as Additional Rent. Failure to pay late charge shall be deemed to be a failure to pay the Rent and shall entitle Landlord to exercise all remedies and recourses available to it under the Lease and under applicable law, or otherwise, for nonpayment of Rent. A service charge in the amount of \$25.00 will be due and payable on any check tendered by or on behalf of Tenant not paid by the bank when presented, for whatever reason.

(e) **Security Deposit.** As partial consideration for the execution of this Lease, the Tenant has delivered to Landlord for Landlord's use and possession the sum of \$1,950.00 as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

5. **SERVICES.** Landlord shall furnish Common Area Maintenance (C.A.M.) and water/sewer service, which operating expenses are paid by Tenant per paragraph 4(b) above to the Premises during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary to the Real Estate. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishing, any service when failure to furnish, or delay in furnishing, is occasioned in whole or in part by needful repairs, renewals, or improvements, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any

unauthorized act or default of any employee of Landlord, or for any other cause or causes beyond the control of Landlord. Tenant shall pay when due, all water, gas, electricity, sewer use fees, incurred at or chargeable to the Premises.

6. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises. Landlord shall have the right to assign its interest under this Lease or the rent hereunder.

7. **TENANT'S IMPROVEMENTS.** Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

8. **REPAIRS.** Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate. Tenant to contract with a Heating and Air Conditioning Company to perform quarterly maintenance on HVAC system and provide a copy of maintenance contract to Landlord and a copy of maintenance work completed by contractor.

9. **CONDITION OF PREMISES.** Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted. Landlord to have HVAC system checked by a certified HVAC contractor and certified that it is in good working condition.

10. **PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

11. **LANDLORD'S RESERVED RIGHTS.** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.
- (e) Possess passkeys to the Premises.
- (f) Show the Premises to prospective tenants at reasonable times.
- (g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.
- (h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.
- (i) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Real Estate and to make modifications thereto.

12. **INSURANCE.** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided, that this waiver shall apply only when permitted by the applicable policy of insurance.

13. **INDEMNITY.** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any

governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence of Landlord, its employees, or agents.

14. **LIABILITY INSURANCE.** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as additional Insured and shall provide coverage in a combined single limit per occurrence of at least \$1,000,000.00 for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

15. **DAMAGE BY FIRE OR OTHER CASUALTY.** If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

16. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

17. **DEFAULT OR BREACH.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any rent or other payments when due hereunder;
- (b) If Tenant vacates or abandons the Premises;
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- (d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- (e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

18. **EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

(a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated which sum shall be immediately due Landlord from Tenant.

(c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may, choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

19. **SURRENDER - HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be two times the monthly rent specified in the lease immediately before termination.

20. **SUBORDINATION AND ATTORNMENT.** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.



In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attend to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed in acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

21. **NOTICES.** Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Landlord at Cynet, Inc. c/o Coldwell Banker Commercial World Group 780 North 114<sup>th</sup> Street, Omaha, NE 68154 and also to Tenant at 13530 Discovery Plaza, Bay 11 & 12, Omaha, NE 68137 or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

22. **COMPLIANCE WITH ADA.** Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.

23. **SUBSTITUTION OF OTHER PREMISES.** Landlord may upon thirty days notice to Tenant substitute for the Premises other premises in the Real Estate (the "New Premises"), provided that the New Premises shall be reasonably usable for Tenant's business hereunder; and, if Tenant is already in occupancy of the Premises, then in addition Landlord shall pay the reasonable expenses of moving Tenant from the Premises to the New Premises and for improving the New Premises so that they are substantially similar to the Premises.

24. **MISCELLANEOUS.**

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

(g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

25. **BROKERS.** The brokers involved in this transaction are:

Agent for Landlord Robert D. Pollard @ Coldwell Banker Commercial World Group

Agent for Tenant N/A

Dual agent representing both Landlord and Tenant N/A

Landlord and Tenant acknowledge that Coldwell Banker Commercial World Group is being paid a fee by Landlord and this fee will be shared by the Brokers based on their separate agreement.

Landlord and Tenant will each compensate their respective Brokers.

26. **OTHER PROVISIONS.**

- a) Tenant accepts space "As-Is" condition except as noted in paragraph 9 of the Lease.
- b) Landlord to reserve 8-9 parking spaces in front of Tenant's space for Tenant's exclusive use.
- c) Landlord to install a total of four (4) ceiling fans in Tenant's bays.
- d) This Lease is contingent upon Tenant's ability to contract with OPPD and MUD for utility service.

Any additional provisions of this Lease shall be in writing and attached as an addendum hereto. Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease by Tenant to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Cynet, Inc.  
LANDLORD

BY: Jamie K. Burt  
ITS: Director

Maren Haas  
TENANT

BY: Maren Haas  
ITS: \_\_\_\_\_

PERSONAL GUARANTEE

The undersigned hereby absolutely and unconditionally guarantee unto the Landlord the payment of the rent and the performance of all of the covenants under the Lease and all renewals and extensions thereof by the Tenant and hereby waive notice of any default under the Lease and agree that this liability shall not be released or affected by an extension of time for payment, by any forbearance by the Landlord, or by any assignment or modification of this lease.

Dated this 29<sup>th</sup> day of June 2005.

BY: Maren Haas  
Maren Haas  
NAME  
9525 R. Plaza #101  
STREET ADDRESS  
OMAHA NE 68127  
CITY, STATE, ZIP

BY: \_\_\_\_\_  
\_\_\_\_\_  
NAME  
\_\_\_\_\_  
STREET ADDRESS  
\_\_\_\_\_  
CITY, STATE, ZIP

## RULES AND REGULATIONS

- A. The entrances, corridors, passages, stairways and elevators shall be under the exclusive control of the Landlord and shall not be obstructed, or used by the Tenant for any other purpose than ingress and egress to and from the Premises; and the Landlord shall have the right to control ingress and egress to and from the Building at all times.
- B. Safes, furniture, boxes or other bulky articles shall be carried by the freight elevator, or by the stairways, or through the windows of the Building, in such a manner and at such hours as may be directed by the Landlord. Safes and other heavy articles shall be placed by the Tenant in such places only as may be first specified in writing by the Landlord.
- C. The Tenant, shall not place nor permit to be placed any signs, advertisements or notices in or upon any part of the Building, and shall not place merchandise or show-cases in front of the Building, without the Landlord's written consent.
- D. The Tenant shall not put up nor operate any engine, boiler, dynamo or machinery of any kind, nor carry on any mechanical business in said Premises nor place any explosive therein, nor use any kerosene or oils or burning fluids in the Premises without first obtaining written consent of the Landlord.
- E. If the Tenant desires telegraphic or telephonic connections, the Landlord will direct the electricians as to where and how the wires are to be introduced, and without such written directions no boring or cutting for wires will be permitted.
- F. No person or persons shall be employed by the Tenant for the purpose of cleaning or of taking care of the Premises without the written consent of the Landlord. Any person or persons so employed by the Tenant must be subject to and under the control and direction of the Landlord.
- G. The Landlord shall have the right to exclude or eject from the Building, animals of every kind, except guide dogs, bicycles or any other wheeled vehicle except wheelchairs, and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of the Landlord, an annoyance to the tenants or a detriment to the Building.
- H. No additional locks shall be placed upon any doors of the Premises without first obtaining written consent of the Landlord and the Tenant will not permit any duplicate keys to be made. If more than two keys for any door are desired, the additional number shall be paid for by the Tenant. Upon termination of this lease the Tenant shall surrender all keys of said Premises and of the Building, and shall give to the Landlord the combination of all locks on any vaults and safes.
- I. The Tenant shall not allow any curtains, filing cases nor other articles to be placed against or near the glass in the partitions between the Premises and the corridors of the Building, without first obtaining the written consent of the Landlord.
- J. The Landlord shall have the right to make such other and further rules and regulations as, in the judgment of the Landlord, may from time to time be needed for the safety, care and cleanliness and general appearance of the Premises and for the preservation of good order therein.
- K. Smoking is prohibited in all areas of the Building, including the Premises, except that Landlord may, in its sole direction, designate one or more areas within the Building where smoking may be permitted.
- L. Tenant shall not place any refrigerator within the demised space.

72135

2614



MAREN L. HAAS  
(402) 592-8807  
9525 "R" PLAZA #101  
OMAHA, NE 68127

27-5-1040

DATE JUNE 29<sup>th</sup> 2005

\$2,532.30

SECURED BY WELLS FARGO BANK

Pay to CYNET, INC.

the order of TWO THOUSAND-FIVE HUNDRED THIRTY-TWO AND 30/100 DOLLARS

Just gotta Dance

Wells Fargo Bank Nebraska, N.A.  
Omaha, NE 68103  
www.wellsfargo.com

*[Handwritten Signature]*

⑆ 104000058⑆ 1157558875⑆ 02614

### THIRD LEASE AMENDMENT

REFERENCE is made to that certain Lease dated June 29, 2005, by and between Cynet, Inc., as Landlord, and Maren Haas, as Tenant, for premises located at 13530 Discovery Dr. #11 & 12 Omaha, NE 68137.

WHEREAS it is the desire of the Tenant to extend the Term of this Lease and expand into Bay 10 consisting of 1,250 square feet. Bringing the total square footage under this Lease to 4,250.

NOW, THEREFORE, based upon the mutual agreements of the parties hereto, the aforementioned Lease is modified as follows:

1. Term: Shall commence July 1, 2014 and end June 30, 2019. Beneficial occupancy of Bay 10 will be granted from the time of signing of this Lease Amendment to June 30, 2014.
2. Base Rent: The Base Rent per month will be in accordance to the following schedule and will be paid on the 15<sup>th</sup> of each month by a cashier's check.

From	7/1/14	to	6/30/15	=	\$2,815.63	Per month
From	7/1/15	to	6/30/17	=	\$2,904.17	Per month
From	7/1/17	to	6/30/19	=	\$2,992.71	Per month

3. Improvements: Landlord will complete the build out as described in the attached document labeled "Exhibit A". Landlord will also install window blinds in bays 11 & 12 and will install a sign for the tenants business on the monument sign for the plaza. All of these costs will be the sole responsibility of the Landlord.
4. Security Deposit: Tenant will Deposit an additional \$782.00 with Landlord in consideration for Leasing Bay 10.
5. Agency Disclosure and Commissions: Landlord and Tenant acknowledge David J. Gibbs of Paramount Commercial Real Estate Services is Broker for Landlord and Carly Anderson of Berkshire Hathaway Home Services – Ambassador Real Estate is Broker for Tenant in this transaction.

Landlord shall pay its agent six percent (6%) commission on the additional space and three percent (3%) commission on the existing space. Agent will split this commission with Tenant's Broker at Fifty Percent (50%) of the commission or each agent earning three percent (3%) commission and one and half percent (1.5%) commission respectively.

6. All other terms and conditions of the Lease will remain in full force and effect.

This Amendment shall bind the heirs, executors, administrators and assigns of the respective parties.

ACCEPTED AND AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

Witness \_\_\_\_\_

LANDLORD: Cynet. Inc.

By: Cynthia A. Gibbs  
Title: President

Witness \_\_\_\_\_

TENANT: Maren Haas

By: Maren Haas dotloop verified  
05/14/14 3:03PM EDT  
NZKU-1IPP-RRVA-BEV1  
Title: \_\_\_\_\_

Cynet, Inc  
 11330 Q Street  
 Omaha, NE 68137

# Statement

Date
6/1/2016

To:
The Next Step Dancing With Maren 13530 Discovery Drive, Suites 11 & 12 Omaha, NE 68137



		Amount Due	Amount Enc.		
		\$9,822.18			
Date	Transaction	Amount	Balance		
12/31/2014	Balance forward		-2.17		
01/01/2015	INV #3606. Due 01/01/2015.	3,409.63	3,407.46		
	--- Rent \$2,815.63				
	--- Cam Charges \$501.95				
	--- Other Charges \$92.05				
01/19/2015	PMT #1001757394.	-3,407.46	0.00		
02/01/2015	INV #3702. Due 02/01/2015.	3,317.58	3,317.58		
	--- Rent \$2,815.63				
	--- Cam Charges \$501.95				
02/23/2015	PMT #1001781909.	-3,317.58	0.00		
03/01/2015	INV #3765. Due 03/01/2015.	4,275.33	4,275.33		
	--- Rent \$2,815.63				
	--- Cam Charges \$788.30				
	--- Cam Charges \$671.40				
03/23/2015	PMT #1001804700.	-3,317.58	957.75		
04/01/2015	INV #3830. Due 04/01/2015.	3,603.93	4,561.68		
	--- Rent \$2,815.63				
	--- Cam Charges \$788.30				
04/27/2015	PMT #1001834883.	-4,000.00	561.68		
05/01/2015	INV #3899. Due 05/01/2015.	3,603.93	4,165.61		
	--- Rent \$2,815.63				
	--- Cam Charges \$788.30				
05/18/2015	PMT #1001854934.	-3,632.81	532.80		
06/01/2015	INV #3971. Due 06/01/2015.	3,603.93	4,136.73		
	--- Rent \$2,815.63				
	--- Cam Charges \$788.30				
06/18/2015	PMT #1001881793.	-3,632.81	503.92		
07/01/2015	INV #4035. Due 07/01/2015.	3,692.47	4,196.39		
	--- Rent \$2,904.17				
	--- Cam Charges \$788.30				
07/20/2015	PMT #1001904615.	-3,603.93	592.46		
08/01/2015	INV #4099. Due 08/01/2015.	3,692.47	4,284.93		
	--- Rent \$2,904.17				
	--- Cam Charges \$788.30				
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
3,958.29	0.00	4,156.20	1,707.69	0.00	\$9,822.18

Cynet, Inc  
 11330 Q Street  
 Omaha, NE 68137

# Statement

Date
6/1/2016

To:
The Next Step Dancing With Maren 13530 Discovery Drive, Suites 11 & 12 Omaha, NE 68137

		Amount Due	Amount Enc.		
		\$9,822.18			
Date	Transaction	Amount	Balance		
08/24/2015	PMT #1001931651.	-3,692.47	592.46		
09/01/2015	INV #4166. Due 09/01/2015.	3,692.47	4,284.93		
	--- Rent \$2,904.17				
	--- Cam Charges \$788.30				
09/16/2015	PMT #1001951841.	-3,692.47	592.46		
10/01/2015	INV #4227. Due 10/01/2015.	3,692.47	4,284.93		
	--- Rent \$2,904.17				
	--- Cam Charges \$788.30				
10/19/2015	PMT #1001975669.	-3,692.47	592.46		
11/01/2015	INV #4290. Due 11/01/2015.	3,692.47	4,284.93		
	--- Rent \$2,904.17				
	--- Cam Charges \$788.30				
11/23/2015	PMT #1001999326.	-2,800.00	1,484.93		
11/30/2015	PMT #1000854583.	-892.47	592.46		
12/01/2015	INV #4351. Due 12/01/2015.	3,692.47	4,284.93		
	--- Rent \$2,904.17				
	--- Cam Charges \$788.30				
12/17/2015	PMT #1002021895.	-3,692.47	592.46		
01/01/2016	INV #4385. Due 01/01/2016.	3,692.47	4,284.93		
	--- Rent \$2,904.17				
	--- Cam Charges \$788.30				
01/18/2016	PMT #1002045542.	-3,692.47	592.46		
02/01/2016	INV #4480. Due 02/01/2016.	3,877.09	4,469.55		
	--- Rent \$2,904.17				
	--- Cam Charges \$788.30				
	--- Late Fees \$184.62				
02/22/2016	PMT #1002067583.	-3,692.47	777.08		
03/01/2016	INV #4548. Due 03/01/2016.	8,049.73	8,826.81		
	--- Rent \$2,904.17				
	--- Cam Charges \$1,054.12				
	--- Cam Charges \$4,091.44				
	--- CAM Reconciliation Spreadsheet Available Upon Request				
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
3,958.29	0.00	4,156.20	1,707.69	0.00	\$9,822.18



Cynet, Inc  
 11330 Q Street  
 Omaha, NE 68137

# Statement

Date
6/1/2016

To:
The Next Step Dancing With Maren 13530 Discovery Drive, Suites 11 & 12 Omaha, NE 68137

		Amount Due	Amount Enc.		
		\$9,822.18			
Date	Transaction	Amount	Balance		
04/01/2016	INV #4612. Due 04/01/2016. --- Rent \$2,904.17 --- Cam Charges \$1,054.12 --- \$0.00	3,958.29	12,785.10		
04/04/2016	PMT #1002101853.	-3,692.47	9,092.63		
04/25/2016	PMT #1002119570.	-3,692.47	5,400.16		
05/01/2016	INV #4673. Due 05/01/2016. --- Rent \$2,904.17 --- Cam Charges \$1,054.12 --- Late Fees \$197.91	4,156.20	9,556.36		
05/31/2016	PMT #1002149773.	-3,692.47	5,863.89		
06/01/2016	INV #4742. Due 06/01/2016. --- Rent \$2,904.17 --- Cam Charges \$1,054.12 --- \$0.00	3,958.29	9,822.18		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
3,958.29	0.00	4,156.20	1,707.69	0.00	\$9,822.18



Center: Discovery Plaza  
 Tenant: The Next Step Dancing With Marlen

	2015 ACTUAL	2016 BUDGET	2015 Actual Insurance	2015 Actual RE Taxes
<u>Common Area Maintenance</u>				
General Repair	\$ 244.37	\$ 275.00		
General Electrical	3,891.29	3,500.00	10,344.18	43,642.08
Plumbing	53.20	0.00	14.01%	14.01%
Carpet / Flooring	0.00	0.00	100.00%	100.00%
Roof Repair	0.00	0.00		
Lawn / Landscaping	5,855.83	6,125.00	Total Due	6,115.96
Grounds Pickup	2,839.55	2,800.00		
Lake / Pool Maintenance	0.00	0.00	Less Payments	4,625.52
Show Removal	6,844.70	4,200.00	Less Base Taxes	0.00
Common Roads	0.00	0.00	Balance	1,490.44
Security	0.00	0.00		
Fire Sprinkler	0.00	0.00	Adjust Payments Feb 2016	290.07
Parking Lot Lights	0.00	0.00	Total	1,780.51
Parking Lot R&M	949.22	950.00		
Signage	833.81	650.00		
Window Cleaning	1,152.74	1,050.00		
Sewer Cleaning	0.00	0.00		
Pest Control	0.00	0.00		
Trash Removal	53.20	0.00		
Other Expenses	0.00	0.00		
Property Management Fee	9,987.39	10,150.00		
Gas	0.00	0.00		
Electric	2,176.10	2,250.00		
Water & Sewer	4,055.86	4,200.00		
Less:	0.00	0.00		
Less:	0.00	0.00		
Less:	0.00	0.00		
Less:	0.00	0.00		

	2016 Budgeted Insurance	2016 Budgeted Real Estate Taxes
Total CAM	\$ 38,917.09	\$ 45,426.72
Admin. Fee	0.00	14.01%
Total CAM P/R Share	38,917.09	1,217.48
Percentage of Year Open:	14.01%	2016 Prorata Share
Amount Due	5,453.81	12 Months
Total CAM Paid 2015	3,805.08	
Remaining CAM Balance Due for 2015	1,648.73	
Adjust Payments Feb 2016	210.16	
Balance Due	1,858.89	

	2016 Adjusted Monthly Payment	2016 Adjusted Monthly Payment	2016 Adjusted Monthly Payment
2016 Adjusted Monthly Payment	422.17	101.46	530.49

Center: Discovery Plaza  
 Tenant: Maren Haas

	2014 ACTUAL	2015 BUDGET	2014 Actual Insurance	2015 BUDGET	2014 Actual RE Taxes	2015 BUDGET
Common Area Maintenance						
General Repair	\$ 112.40	\$ 258.40				
General Electrical	1,348.75	912.00	2014 Insurance:	9,966.79	2014 Real Estate Taxes	44,083.21
Plumbing			Prorata Share:	9.99%	Prorata Share:	9.99%
Carpet / Flooring			Percentage of Year Open:	50.00%	Percentage of Year Open:	50.00%
Roof Repair					Total Due	2,202.66
Lawn / Landscaping	4,461.63	4,624.60			Less Payments	2,209.98
Grounds Pickup	3,898.34	3,893.60	Less Payments Received	424.98	Less Base Taxes	0.00
Lake / Pool Maintenance			Balance/Credit	73.02		
Snow Removal	2,599.98	3,439.00				
Common Roads						
Security						
Fire Sprinkler						
Parking Lot Lights						
Parking Lot R&M	5,422.84	342.00			Balance	(7.32)
Signage						
Window Cleaning	1,585.99	1,915.20	Adjust Payments Mar. 2015	0.00	Adjust Payments Mar. 2015	0.00
Sewer Cleaning						
Pest Control	320.69	425.60	Total Due	73.02	Total	(7.32)
Trash Removal						
Other Expenses						
Property Management Fee	11,571.93	15,994.62				
Gas						
Electric						
Water & Sewer	7,168.27	6,471.40				
Less:						
Less:						
Less:						
Less:						
Total CAM Admin. Fee	38,490.82	38,076.42	2015 Budgeted Insurance		2015 Budgeted Real Estate Taxes	
	0.00	0.00	Amount:	\$10,296.48	Amount:	\$ 46,287.04
Total CAM	38,490.82	38,076.42	Prorata Share:	9.99%	Prorata Share:	9.99%
PR Share	9.99%	9.99%	2014 Prorata Share	1,028.95	2014 Prorata Share	4,625.55
Percentage of Year Open:	50.00%					
Amount Due	1,923.23	3,605.05	12 Months	\$85.75	12 Months	\$365.46
Total CAM Paid 2014	1,678.74					
Remaining CAM Balance Due for 2014	244.49					
Adjust Payments Mar. 2015	0.00					
Balance Due	244.49					
2015 Adjusted Monthly Payment		317.09	2015 Adjusted Monthly Payment	85.75	2015 Adjusted Monthly Payment	385.46

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

MAREN HAAS-REASLAND )  
d/b/a THE NEXT STEP . . . )  
DANCING WITH MAREN )

Plaintiff, )

v. )

PARAMOUNT COMMERCIAL REAL )  
ESTATE SERVICES, INC. a Nebraska )  
Corporation, CYNET, INC., a Nebraska )  
Corporation, and LANDMARK )  
PROPERTIES, INC. a Nebraska )  
Corporation )

Defendants. )

CASE NO. CI 16-5624

**STIPULATED MOTION  
FOR RELEASE OF CASH BOND TO  
COMPLETE SETTLEMENT**

COME NOW the parties and jointly move this Court for an Order allowing release of the cash bond previously filed in this action so that the bond can be disbursed in order to complete an agreed upon settlement. In support of this motion, the parties state as follows:

1. In July 2017, the parties reached an agreement to settle the above-captioned matter.
2. As a part of the foregoing agreement, the parties agreed that certain amounts would be paid from the cash bond filed in this action on November 30, 2016 and the remainder of the bond would be returned to Plaintiff.
3. The parties seek an Order from the Court allowing release of the bond to Plaintiff and/or her counsel so that the agreed upon settlement can be completed.

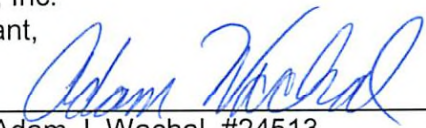
WHEREFORE, the parties jointly pray this Court for an Order releasing the cash bond in the manner requested in this motion so that the parties can complete an agreed upon settlement.

DATED this 26th day of July, 2017.

MAREN HAAS-REASLAND,  
Plaintiff,

CYNET, Inc.  
Defendant,

By: /s/ Danielle Dring  
Danielle M. Dring, #25480  
SMITH, SLUSKY, POHREN, & ROGERS, LLP  
8712 West Dodge Road, Suite 400  
Omaha, NE 68114  
Telephone: (402) 392-0101/  
Facsimile: (402)-3921011  
[ddring@smithslusky.com](mailto:ddring@smithslusky.com)  
ATTORNEY FOR PLAINTIFF

By:   
Adam J. Wachal, #24513  
GROSS & WELCH, PC, LLO  
1500 Omaha Tower  
2120 South 72nd Street  
Omaha, Nebraska 68124  
Telephone: (402) 392-1500  
[awachal@grosswelch.com](mailto:awachal@grosswelch.com)  
ATTORNEY FOR CYNET

## NOTICE OF HEARING

Notice is hereby given that the Stipulated Motion for Release of Cash Bond to Complete Settlement will be called up for hearing before the Honorable Horacio Wheelock, in Courtroom 410 of the Douglas County District Court, on the 9th day of August 2017 at 2:30 p.m., or as soon thereafter as this matter may be heard.

  
\_\_\_\_\_  
Adam Wachal

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served upon the following individual(s) by regular United States Mail, postage prepaid, and/or by email transmission through the Nebraska.gov electronic filing system, this 26<sup>th</sup> day of July, 2017, and addressed as follows:

Danielle Dring  
SMITH SLUSKY POHREN & ROGERS, LLP  
8712 West Dodge Rd., Suite 400  
Omaha, Nebraska 68114  
[ddring@smithslusky.com](mailto:ddring@smithslusky.com)  
*Attorney for Plaintiff*

  
\_\_\_\_\_  
Adam J. Wachal

10094-8/6CD0693

# Certificate of Service

I hereby certify that on Wednesday, July 26, 2017 I provided a true and correct copy of the Stipulation to the following:

Haas-Reasland,Maren, represented by Jerry Slusky (Bar Number: 13881) service method: Electronic Service to jslusky@smithslusky.com

Cynet, Inc. service method: No Service

Haas-Reasland,Maren, represented by Danielle Dring (Bar Number: 25480) service method: Electronic Service to ddring@smithslusky.com

Signature: /s/ Adam Wachal (Bar Number: 24513)