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## Nebraska Judicial Branch

## Case Summary

In the District Court of Cass County  
 The Case ID is CI 12 0000314  
 Kathryn D Tincher v. Mark A Tincher  
 The Honorable Jeffrey Funke, presiding.  
 REFEREE N  
 Classification: Dissolution of Marriage  
 Filed on 09/21/2012  
 This case is Closed as of 04/28/2014  
 It was disposed as Uncontested Default

## Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE Kathryn D Tincher 3128 N 150th St Omaha NE 68116	Mark F Jacobs 10404 Essex Court, Ste 100 Omaha NE 68114 402-391-1697
Defendant ACTIVE Mark A Tincher 1906 Young Road P.O. Box 220 Plattsmouth NE 68048	John P Grant 3717 Harney Street Omaha NE 68131 402-341-1211
Mark A Tincher owes \$15,002.24 Alternate Payee ACTIVE Wells Fargo Bank, N.A. Acct of Kathryn Tincher PO Box 3408 Omaha NE 68103	

## Judgment Information

On 04/28/2013 judgment of Check Case File for Judgment was entered.  
 The judgment creditor is Kathryn D Tincher  
 The judgment debtor is Mark A Tincher  
 On 04/28/2013 judgment of Attorney Fees were entered for \$10,000.00  
 Balance due is \$10,000.00  
 The judgment creditor is Kathryn D Tincher  
 The judgment debtor is Mark A Tincher  
 On 04/28/2014 judgment of Spousal Support/Alimony was entered.  
 Simple interest rate is 2.0410%  
 Balance due is \$5,002.24  
 The judgment creditor is Kathryn D Tincher  
 The judgment debtor is Mark A Tincher  
 Obligation of \$5,000.00 is monthly from 05/01/2014 to 04/30/2025  
 Obligation of \$2,500.00 is monthly from 05/01/2025 to 12/31/9999

### Court Costs Information

Incurred By	Account	Date	Amount
Plaintiff	Petition	09/21/2012	\$35.00
Plaintiff	Filing Fee - State	09/21/2012	\$5.00
Plaintiff	Automation Fee	09/21/2012	\$8.00
Plaintiff	NSC Education Fee	09/21/2012	\$1.00
Plaintiff	Dispute Resolution Fee	09/21/2012	\$0.75
Plaintiff	Indigent Defense Fee	09/21/2012	\$3.00
Plaintiff	Uniform Data Analysis Fee	09/21/2012	\$1.00
Plaintiff	Dissolution Fee	09/21/2012	\$25.00
Plaintiff	Parenting Act Fund	09/21/2012	\$50.00
Plaintiff	J.R.F.	09/21/2012	\$6.00
Plaintiff	Filing Fee-JRF	09/21/2012	\$2.00
Plaintiff	Legal Aid/Services Fund	09/21/2012	\$5.25
Plaintiff	Complete Record	09/21/2012	\$15.00
Plaintiff	Service Fees	09/26/2012	\$6.00

### Financial Activity

No trust money is held by the court  
No fee money is held by the court

### Payments Made to the Court

Receipt	Type	Date	For	Amount
99350	Check	02/02/2018	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
99148	Check	12/21/2017	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
99026	Check	11/27/2017	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
98871	Check	10/26/2017	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
98657	Check	09/18/2017	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
98540	Check	08/18/2017	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
98429	Check	07/25/2017	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
98296	Check	06/22/2017	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
98191	Check	05/26/2017	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
98030	check	04/25/2017	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00

Receipt	Type	Date	For	Amount
97778	check	03/20/2017	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
97631	check	02/23/2017	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
97482	check	01/26/2017	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
97284	check	12/21/2016	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
97137	check	11/14/2016	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
97058	check	10/26/2016	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
96917	check	09/26/2016	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
96804	check	08/22/2016	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
96657	check	07/21/2016	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
96538	check	06/24/2016	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
96383	check	05/23/2016	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
96212	check	04/22/2016	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00

Receipt	Type	Date	For	Amount
96023	check	03/17/2016	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
95872	check	02/18/2016	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
95663	check	01/06/2016	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
95583	check	12/17/2015	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
95437	check	11/12/2015	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
95274	check	10/13/2015	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
95160	check	09/16/2015	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
94994	check	08/14/2015	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
94798	check	07/08/2015	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
94652	check	06/10/2015	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
94503	check	05/11/2015	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
94354	check	04/09/2015	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00

Receipt	Type	Date	For	Amount
94115	Check	03/04/2015	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
94025	Cashier's Check	02/18/2015	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
93971	Check	02/06/2015	Tincher, Mark, A Void	ed
93802	Check	01/06/2015	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
93674	Check	12/09/2014	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
93510	Check	11/07/2014	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
93329	Check	10/02/2014	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
93181	Check	09/03/2014	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
93035	Check	08/06/2014	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
92885	Check	07/08/2014	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
9060181	Non-Monetary Rec	06/20/2014	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
92762	Check	06/11/2014	Tincher, Mark, A	\$5,000.00
			Spousal Support/Alimon	\$5,000.00
9058657	Non-Monetary Rec	09/26/2012	Tincher, Kathryn, D	\$6.00

Receipt	Type	Date	For	Amount
			Service Fees	\$6.00
89710	check	09/21/2012	Tincher, Kathryn, D	\$157.00
			Petition	\$35.00
			Filing Fee - State	\$5.00
			Automation Fee	\$8.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00
			Dissolution Fee	\$25.00
			Parenting Act Fund	\$50.00
			J.R.F.	\$6.00
			Filing Fee-JRF	\$2.00
			Legal Aid/Services Fun	\$5.25
			Complete Record	\$15.00

### Payments Made by the Court

Check	Date	To	Amount
72456	02/06/2018	Tincher, Kathryn, D	\$5,000.00
72383	12/26/2017	Tincher, Kathryn, D	\$5,000.00
72334	11/28/2017	Tincher, Kathryn, D	\$5,000.00
72286	10/27/2017	Tincher, Kathryn, D	\$5,000.00
72215	09/19/2017	Tincher, Kathryn, D	\$5,000.00
72161	08/21/2017	Tincher, Kathryn, D	\$5,000.00

Check	Date	To	Amount
72109	07/26/2017	Tincher, Kathryn, D	\$5,000.00
72052	06/23/2017	Tincher, Kathryn, D	\$5,000.00
72009	05/30/2017	Tincher, Kathryn, D	\$5,000.00
71942	04/26/2017	Tincher, Kathryn, D	\$5,000.00
71843	03/22/2017	Tincher, Kathryn, D	\$5,000.00
71786	02/27/2017	Tincher, Kathryn, D	\$5,000.00
71733	01/27/2017	Tincher, Kathryn, D	\$5,000.00
71671	12/23/2016	Tincher, Kathryn, D	\$5,000.00
71609	11/14/2016	Tincher, Kathryn, D	\$5,000.00
71571	10/27/2016	Tincher, Kathryn, D	\$5,000.00
71515	09/28/2016	Tincher, Kathryn, D	\$5,000.00
71466	08/24/2016	Tincher, Kathryn, D	\$5,000.00
71413	07/22/2016	Tincher, Kathryn, D	\$5,000.00
71374	07/01/2016	Tincher, Kathryn, D	\$5,000.00
71313	05/24/2016	Tincher, Kathryn, D	\$5,000.00
71249	04/25/2016	Tincher, Kathryn, D	\$5,000.00
71175	03/18/2016	Tincher, Kathryn, D	\$5,000.00
71107	02/19/2016	Tincher, Kathryn, D	\$5,000.00
71025	01/07/2016	Tincher, Kathryn, D	\$5,000.00
70986	12/18/2015	Tincher, Kathryn, D	\$5,000.00
70914	11/13/2015	Tincher, Kathryn, D	\$5,000.00
70853	10/14/2015	Tincher, Kathryn, D	\$5,000.00
70793	09/18/2015	Tincher, Kathryn, D	\$5,000.00
70720	08/18/2015	Tincher, Kathryn, D	\$5,000.00

Check	Date	To	Amount
70625	07/09/2015	Tincher, Kathryn, D	\$5,000.00
70563	06/11/2015	Tincher, Kathryn, D	\$5,000.00
70496	05/12/2015	Tincher, Kathryn, D	\$5,000.00
70394	04/10/2015	Tincher, Kathryn, D	\$5,000.00
70317	03/06/2015	Tincher, Kathryn, D	\$5,000.00
70315	03/04/2015	Tincher, Kathryn, D	\$5,000.00
70265	02/19/2015	Wells Fargo Bank, N.A. Void	ed
70246	02/09/2015	Wells Fargo Bank, N.A. Void	ed
70179	01/07/2015	Wells Fargo Bank, N.A.	\$5,000.00
70123	12/10/2014	Wells Fargo Bank, N.A.	\$5,000.00
70053	11/10/2014	Wells Fargo Bank, N.A.	\$5,000.00
69982	10/06/2014	Wells Fargo Bank, N.A.	\$5,000.00
69929	09/04/2014	Wells Fargo Bank, N.A.	\$5,000.00
69914	08/29/2014	Wells Fargo Bank, N.A.	\$5,000.00
69871	08/07/2014	Wells Fargo Bank, N.A. Void	ed
69803	07/09/2014	Wells Fargo Bank, N.A.	\$5,000.00
69744	06/12/2014	Tincher, Kathryn, D	\$5,000.00

### Register of Actions

02/02/2016 Complete Record  
Through December 2014/Confidential

02/02/2016 Complete Record  
Through December 2014

03/04/2015 Letter  
Letter to Kathryn Tincher regarding stop pymt on ck#70265 in amt of \$5000. Ck#70315 issued in lieu of original check. Mailed w/ck#70315  
Image ID 000063701D20

02/13/2015 Letter  
Letter to defendant regarding NSF check #5924  
Image ID 000062470D20

02/13/2015 Note from Court Staff  
Rec'd "Notice of Returned Deposited check" from Platts St Bank paid by Def in amt of \$5000.00 ck#5924 from Siebert Mobility Inc. Rec #93971

09/15/2014 Complete Record  
Through December 2013

08/29/2014 Letter  
Letter to Plf re stopping pymt on ck#69871, and issuing ck#69914 in lieu of the original check  
Image ID 000059260D20

08/27/2014 Note from Court Staff  
Call from Plf that her bank had not rec'd her s/s check this month. I advised I would stop pymt on ck#69871 in amt of \$5000.00 bp

06/30/2014 Confidential Document \*  
This action initiated by party Kathryn D Tincher

06/20/2014 Receipt  
This action initiated by party Kathryn D Tincher  
Kathryn D. Tincher receipts for \$5000 spousal support received from Mark Tincher on 5/16/14, waives any interest due.  
Image ID 000057909D20

06/17/2014 Note from Court Staff  
sent "receipt" form to defendant, he will give to plf for May alimony

06/10/2014 Note from Court Staff  
Rec'd ck#5154 in amt of \$5000 for alimony pyt, but was payable to plf. Sent check back to Sibert Mobility Inc & gave them courtesy call. bp

05/30/2014 HHS/BVS Divorce Certificate

04/29/2014 Notice Issued on Mark F Jacobs

The document number is 00023882  
Notice of Judgment  
E-MAILED mark@katskee.com  
Image ID D00023882D20

04/29/2014 Notice Issued on John P Grant  
The document number is 00023881  
Notice of Judgment  
Image ID D00023881D20

04/29/2014 Note from Court Staff  
Updated Plfs address and D.O.B. per her atty. 3128 N 150th St, Omaha,NE  
68116. KJR

04/28/2014 Case Closed

04/28/2014 Decree  
This action initiated by Jeffrey Funke  
Marriage dissolved. Jnt lgl cust of child, def awd sole phys cust. No c/s  
ordered. Def pay s/s comm 5-1-14 & reimb plf f/atty fees \$10,000/6 mos  
Image ID 000056641D20

04/24/2014 Important Notice  
Image ID 000056640D20

04/23/2014 Judges Notes  
Verified Cert of Waiver of Final Hrg signed & entered. Decree signed &  
entered. Progression Hrg scheduled 6/13/14 cancelled. Blf mail entry.

04/23/2014 waiver  
VERIFIED CERTIFICATE OF WAIVER OF HEARING. Signed by Plf and Def  
Image ID 000056827D20

03/31/2014 Order  
This action initiated by Jeffrey Funke  
ORDER SCHEDULING PROGRESSION HEARING Court finds matter should be set for  
progression hearing 6/13/14 @ 8:30 am, hearing may be held telephonical  
Image ID 000056296D20

03/31/2014 Judges Notes  
Order Scheduling Progression hearing signed. The bailiff is directed to  
mail a copy of the Court's Order to counsel by regular US Mail.

09/27/2013 cert-service

This action initiated by party Mark A Tincher  
Def's Answers to Plf's Interrogatories to Def, Set No 2, mailed to atty  
Mark F Jacobs on 9/26/13.  
Image ID N13270GHDD20

08/30/2013 Cert-Service

This action initiated by party Kathryn D Tincher  
Plf's Interrog to Def, set no. 2 & Plf's Req for Production of Doc to Def  
set no 2 mailed to John P Grant 8/30/13.  
Image ID N13242JMRD20

08/06/2013 Appearance of Counsel

This action initiated by party Kathryn D Tincher  
Mark F. Jacobs, of Katskee Henatsch & Suing, enters his appearance obo  
Plf.  
Image ID N13218Q77D20

08/01/2013 Complete Record

Through December 2012

07/19/2013 Order-withdraw as Counsel

This action initiated by Randall L Rehmeier  
ordered that Timothy Noerlinger, Attorney at Law, be given leave to with-  
draw as counsel for plaintiff in this matter.  
Image ID 000049552D20

07/18/2013 Judges Notes

Order granting Timothy Noerrlinger leave to withdraw as plaintiff's  
counsel signed.

07/11/2013 Order

This action initiated by Randall L Rehmeier  
Action is removed from the Dismissal Docket  
Image ID 000050056D20

07/10/2013 Judges Notes

Cause having been shown, order ent removing case from dism docket. The  
bailiff is dir to mail a copy of the Court's order to cns1 for def.

07/08/2013 Judges Notes

Motion of Timothy Noerrlinger to withdraw as plaintiff's attorney granted  
Mr Noerrlinger to submit an order for entry by the Court.

07/03/2013 Response to Order to Show Cause

This action initiated by party Mark A Tincher

MOTION TO REMOVE ACTION FROM DISMISSAL DOCKET.  
Image ID N13184RU2D20

06/24/2013 Notice-Hearing  
This action initiated by party Kathryn D Tincher  
Motion to withdraw will be heard 7/8/13 @ 1 pm.

06/24/2013 Motion-withdraw as Counsel  
This action initiated by party Kathryn D Tincher  
Timothy S. Noerrlinger moves Court for an order allowing him to withdraw  
as counsel for the plf.  
Image ID N13175HGVD20

06/19/2013 Judges Notes  
Ordered cause be shown on/before 7/11/1 why this action & def's counter  
claim should not be dismissed for want of prosecution. Blf mail entry.

11/29/2012 Reply  
This action initiated by party Kathryn D Tincher  
REPLY TO DEF'S ANSWER AND COUNTERCLAIM.  
Image ID 000044789D20

11/20/2012 Cross Petition/Counter Claim

This action initiated by party Mark A Tincher  
ANSWER TO COMPLAINT FOR DISSOLUTION OF MARRIAGE AND COUNTERCLAIM (see  
image #N12325FQKD20)

11/20/2012 Answer  
This action initiated by party Mark A Tincher  
ANSWER TO COMPLAINT FOR DISSOLUTION OF MARRIAGE AND COUNTERCLAIM  
Image ID N12325FQKD20

10/09/2012 Judges Notes  
Case called. There are no appearances. Plf having filed her motion to  
withdraw her mot/temp relief, court deems motion withdraw w/o prejudice

10/09/2012 Motion-withdraw  
This action initiated by party Kathryn D Tincher  
MOTION TO WITHDRAW TEMPORARY HEARING.

Image ID 000043709D20

10/05/2012 Parent Act Notice-Dad  
Nebraska Parenting Brochure & Orders mailed to Def's atty

10/01/2012 Voluntary Appearance  
This action initiated by party Mark A Tincher  
Signed by Mark Tincher on 9/27/12.  
Image ID N122751YBD20

10/01/2012 Appearance of Counsel  
This action initiated by party Mark A Tincher  
John P Grant enters his appearance obo Def.  
Image ID N122751Y7D20

09/26/2012 Return Summons/Alias Summons

The document number is 00021168  
Served Dt Unknown, Cass County Sheriff  
No Service  
Not served, cancelled.  
Image ID 000043525D20

09/21/2012 Notice-Hearing  
This action initiated by party Kathryn D Tincher  
Hearing on Temporary Allowances on October 9, 2012 at 1pm  
(See image 43444D20)

09/21/2012 Note from Court Staff  
Check from Hoch, Partsch & Noerrlinger, #3864, for \$25.00 made out to  
Cass Co Shf sent over to shf's office with summons. dkd

09/21/2012 Summons Issued on Mark A Tincher

The document number is 00021168  
1906 Young Road, Plattsmouth, NE 68048  
Image ID D00021168D20

09/21/2012 Parent Act Notice-Mom  
Nebraska Parenting Brochure & Orders mailed to Plf's attorney.

09/21/2012 Order  
This action initiated by Randall L Rehmeier  
ORDER TO SUBMIT PARENTING PLAN OR TO PARTICIPATE IN MEDIATION. Copy  
mailed to Plf's atty & copy to be served on Def w/Summons.  
Image ID 000043448D20

09/21/2012 Order  
This action initiated by Randall L Rehmeier  
ORDER TO ATTEND BASIC LEVEL PARENTING EDUCATION COURSE. Copy mailed to  
  
Plf's atty & copy to be served on Def w/Summons.  
Image ID 000043447D20

09/21/2012 Judges Notes  
Order to Attend Basic Level Parenting Education Course and Order to  
Submit Parenting Plan or to Participate in Mediation signed.

09/21/2012 BVS Complete Certificate

09/21/2012 Confidential Document \*  
This action initiated by party Kathryn D Tincher

09/21/2012 Praecipe-Summons/Alias  
This action initiated by party Kathryn D Tincher  
Issue Summons on Mark A Tincher @ 1906 Young Road, Plattsmouth, NE 68048  
by pers svc by Cass Co Shf.

Image ID 000043445D20

09/21/2012 Complaint-Dissolution of Marriage  
This action initiated by party Kathryn D Tincher  
District Court Judge  
Image ID 000043444D20

## Judges Notes

09/21/2012  
09-21-2012  
Order to Attend Basic Level Parenting Education Course and Order to  
Submit Parenting Plan or to Participate in Mediation signed.  
Randall L. Rehmeier, Judge

10/09/2012  
10-09-2012  
Case called. There are no appearances. The plaintiff having filed her  
motion to withdraw her motion for temporary relief, the court deems  
said motion set for hearing this date to be withdrawn without  
prejudice. It is so ordered.  
Randall L. Rehmeier, Judge

06/19/2013  
06-19-2013  
It is ordered that cause be shown on or before 7/11/13 why this action  
and defendant's counter claim should not be dismissed for want of  
prosecution. Bailiff to notify counsel with copy this entry.  
Randall L. Rehmeier, District Judge

07/08/2013  
07-08-2013  
Motion of Timothy Noerrlinger to withdraw as plaintiff's attorney  
granted. Mr Noerrlinger to submit an order for entry by the Court.  
Randall L. Rehmeier, Judge

07/10/2013  
07-10-2013

Cause having been shown, order entered removing case from dismissal docket. The bailiff is directed to mail a copy of the Court's order to counsel for the defendant by regular US Mail.

Randall L. Rehmeier, Judge

07/18/2013

07-18-2013

Order granting Timothy Noerrlinger leave to withdraw at plaintiff's counsel signed.

Randall L. Rehmeier, Judge

03/31/2014

03-31-2014

Order scheduling Progression hearing signed. The bailiff is directed to mail a copy of the Court's Order to counsel by regular US Mail.

Jeffrey J. Funke, Judge

04/23/2014

04-23-2014

Verified Certificate of Waiver of Final Hearing signed and entered. Decree of Dissolution of Marriage signed and entered. Progression Hearing currently scheduled for June 13, 2014, is cancelled. Bailiff to mail copy of entry to counsel by regular U.S. mail or electronic communication device.

Jeffrey J. Funke, Judge

2014 APR 28 AM 9:30

BARBARA PROKUPEK  
CLERK

IN THE DISTRICT COURT OF CASS COUNTY, NEBRASKA

KATHRYN D. TINCHER, )  
)  
Plaintiff. )  
)  
vs. )  
)  
MARK A. TINCHER, )  
)  
Defendant. )

Case No. CI 12-314

**DECREE OF DISSOLUTION  
OF MARRIAGE**

THIS MATTER came before the Honorable Judge Jeffrey J. Funke upon the Plaintiff's Complaint for Dissolution of Marriage and the Defendant's Counterclaim. The Plaintiff was represented by her attorney, Mark F. Jacobs of Katskee, Henatsch & Suing. The Defendant was represented by his attorney, John P. Grant of Grant Law Offices, P.C.

Said matter being submitted to the Court and the Court having been advised that the parties have reached certain agreements and understandings concerning child custody, child support, spousal support, property division, attorney fees, court costs and all other matters concerning their marriage which are to be set out in this decree which the Court has examined and finds the same to be fair, reasonable and equitable and not unconscionable and said agreements and understandings are hereby approved after due and full consideration. The Court being further fully advised in the premises finds and orders as follows:

1. That the parties have been residents of the State of Nebraska for more than one year prior to the filing of the Complaint herein.
2. That the Court has jurisdiction over both parties and of the subject matter of this action.
3. That the parties were married on the 14<sup>th</sup> day of October, 1989 in Cass County, Nebraska.
4. That no other action for dissolution, divorce or legal separation is pending.
5. That every reasonable effort to effect reconciliation has been made, without success. The marriage of the Plaintiff and the Defendant is irretrievably broken and should be dissolved.
6. That neither party is a member of the armed forces as contemplated under the Soldiers and Sailors Civil Relief Act.



7. That there is one (1) child born of the marriage of the parties affected by these proceedings, namely Sydney J. Tincher, born in 1995.

8. PROPERTY SETTLEMENT AGREEMENT, PARENTING PLAN & CHILD SUPPORT OBLIGATION. The parties have negotiated parenting plan and a property settlement agreement, which resolves issues pertaining to child support, health insurance, spousal support, property and property rights, debts and other related matters.

Both parties acknowledge that this settlement as set forth in this Decree and the attached property settlement agreement, parenting plan and child support calculations are fair and not the result of any fraud, duress, coercion, pressure or undue influence exercised by either party upon the other.

The Court has reviewed this Decree of Dissolution and its supporting exhibits, and after considering the economic circumstances of the parties, finds that the property settlement agreement is fair, just, and not unconscionable and that it is a judgment of the Court.

The Court has considered the best interests of the child and the requirements set forth at Neb. Rev. Stat. § 43-2923 (Reissue 2008). The Court hereby waives the requirement of including a Parenting Plan in this Decree as the minor child is eighteen years of age and will graduate high school within one month following entry of this Decree. The Court finds this to be in the best interests of the minor child and that it is a judgment of the Court

The Court has considered the Nebraska Child Support Guidelines and has reviewed the parties' stipulated agreement that neither party be obligated to pay child support. The Court finds deviation from the Guidelines is justified and is in the best interests of the minor children for the reasons that the minor child is eighteen years of age and will graduate from high school within one months following entry of this Decree. Further, Plaintiff is not employed and financially relies on the spousal support payments she receives from Defendant.

The parties' property settlement agreement, as is set forth in this Decree and their Parenting Plan and Child Support Stipulation are as follows:

a. EFFECTIVE DATE. This Agreement shall become binding upon the parties and their respective legal representatives, heirs, successors and assigns immediately following the

dissolution of their marriage in the pending proceeding, provided the provisions of this Agreement are approved by the Court. In the event that the Decree of Dissolution is not entered by the Court, the terms and conditions of this Agreement shall be null and void.

b. CARE, CUSTODY AND CONTROL OF MINOR CHILDREN. Both parents are fit and proper persons to be awarded the permanent care, custody and control of the minor child of the parties, and it is in the best interests of the minor child that the parties shall share joint legal custody with Defendant awarded sole physical custody subject to Plaintiff's rights of reasonable parenting time.

"Joint legal custody" is defined as the mutual authority and responsibility of the parties for making mutual fundamental decisions regarding the child's welfare, including choices regarding education and health. "Physical custody" is defined as the authority and responsibility regarding the child's place of residence and the exertion of continuous parenting time for significant periods of time.

c. CHILD SUPPORT. The minor child is eighteen years of age and will graduate from high school within one month of entry of this Decree. Further, Plaintiff is not employed and financially relies on the spousal support payments she receives from Defendant. The parties stipulate and agree that neither party shall have an obligation to provide child support to the other.

That based on the age of minor child, the Plaintiff's lack of employment, and the ability of the Defendant to financially care for the minor child, the parties agree to a downward deviation of Plaintiff's child support obligation to Zero Dollars (\$0.00) per month.

d. HEALTH AND MEDICAL INSURANCE. Defendant shall maintain health on the minor child and on the Plaintiff until she reaches 65 years of age. Defendant shall pay and be responsible for all un-reimbursed health and dental expenses of Plaintiff which exceed Three Hundred and No/100 Dollars (\$300.00) per appointment or procedure, until she reaches 65 years of age.

The Defendant shall be responsible for one-hundred percent (100%) of un-reimbursed reasonable and necessary health care expenses for the minor child not otherwise covered by

insurance. This paragraph shall apply to all medical, dental, orthodontia, prescription drugs, eye care expenses (including eye examinations, contact lenses and glasses), therapy, psychological and psychiatric expenses.

e. EXEMPTION FOR TAX PURPOSES. Commencing with the 2014 tax year and each subsequent year, the Defendant shall be entitled to claim the tax deduction attributable to the minor child of the parties. Plaintiff shall execute and deliver to Defendant the I.R.S. Form 8332, allowing Defendant to claim the exemption for the minor child.

f. LIFE INSURANCE. Each party shall be awarded any life insurance policy that he or she currently owns. The Defendant shall also maintain a life insurance policy on his life, naming the Plaintiff as irrevocable beneficiary with death benefits in a sufficient sum to fund Defendant's total spousal support obligation.

For so long as spousal support is owed by Defendant to Plaintiff pursuant to the provision of paragraph "O" herein, Defendant shall maintain a life insurance policy or policies on his life with Plaintiff endorsed as a beneficiary in accordance with this paragraph. The life insurance policy or policies shall have a death benefit in an amount of not less than Nine Hundred Seven Thousand, Eight Hundred and No/100 Dollars (\$907,800.00).

The parties agree that, should Defendant die prior to completing all payments set forth in paragraph "O" below, a money judgment shall be awarded to Plaintiff and against Defendant in an amount equal to the remaining number of months of spousal support which would have been payable under the provisions of paragraph "O" if paid in full (based on Plaintiff's current life expectancy of 19.26 years) reduced to present value using an interest rate of 3%.

Each party herein waives any such interest in the other's life insurance policy or policies and death benefits payable thereunder except as specifically notes in this paragraph. To the extent necessary, this agreement shall constitute an absolute grant and conveyance of said policy to the policy owner. By Defendant's signature on this document, permission is given to Plaintiff to periodically confirm with the life insurance carrier or carriers that this life insurance policy is in full force and in effect. Defendant shall also provide his consent to the life insurance carrier or carriers of notify Plaintiff in the event there is a notice of cancellation issued. Defendant shall not

encumber this life insurance with any loans which would impair the current cash value without the written consent of the Plaintiff. However, Defendant is free to designate the balance of such life insurance death benefit proceeds that are not necessary in order to comply with this paragraph.

g. HOUSEHOLD GOODS, FURNITURE, FURNISHINGS & PERSONAL EFFECTS. Except as listed below, the household goods, furnishings, furniture and personal effects of the parties, including but not limited to, linens, memorabilia, knick-knacks, sporting goods equipment, clothing, jewelry, art, etc., have been divided between the parties and each party shall be awarded the property currently in his or her respective possession, free and clear of any interest of the other.

h. MOTOR VEHICLES. The Plaintiff shall be awarded the 2013 Cadillac Escalade (VIN 1GYS4DEF4DR131428) to be hers absolutely free and clear of any claim by the Defendant. Defendant shall pay and hold the Plaintiff harmless from any and all liability for any loans or encumbrances against said vehicle.

The Defendant shall be awarded all motor vehicles currently in his possession to be his property absolutely free and clear of any claim by the Plaintiff, and he shall pay and hold the Plaintiff harmless from any and all liability for any loans or encumbrances against said vehicles.

i. MISCELLANEOUS ACCOUNTS. Each party shall be awarded exclusive ownership of any pensions, retirement plans, 401-K funds, Keogh plans, IRAs, stocks, bonds, money market accounts or certificates of deposit that they currently have, whether in their name or under their dominion and control, free and clear of any claim by the other..

j. CHECKING & SAVINGS ACCOUNTS. Each party holds title to bank accounts in their respective names. Each party has disclosed all bank accounts to the other party. The parties agree that they each shall retain exclusive ownership of any savings or checking accounts that they currently have, whether in their name or under their dominion and control, free and clear of any claim of the other.

k. CASH ON HAND. Each party shall be awarded all interest in any cash they may have in their respective possession, free and clear of any claim by the other.

1. MARITAL DEBTS. Defendant shall pay and shall hold Plaintiff free and harmless from any and all liability for the all debts incurred by the parties during the course of the marriage, including but not limited to, present or future debts owed to the Internal Revenue Service, all credit card or other unsecured debts, and all debts of or relating to any business interests of either party

Neither party shall hereafter make any purchases or contracts or incur any expenses, debts, charges or liabilities in the name of or upon the credit of the other party, or any liability whatsoever for which the other party, his legal representatives, his property or his estate shall or may become liable.

m. CHILDREN'S PROPERTY. All property owned directly or beneficially by the children of the marriage shall remain their individual property, and each of the parties waives any interest in or claim to such property.

n. ATTORNEY'S FEES AND COURT COSTS. Plaintiff shall be awarded reimbursement for her attorney's fees and court costs. Defendant shall pay to Plaintiff the sum of Ten Thousand and No/100 Dollars (\$10,000.00) for her attorney's fees and court costs. Defendant shall make said payment to Plaintiff within six (6) months of entry of the Decree. Defendant shall be solely responsible for and pay his own attorney's fees and court costs.

o. SPOUSAL SUPPORT. Defendant shall pay, through the Clerk of the District Court, spousal support for the support and maintenance of Plaintiff in the sum of Five Thousand and No/100 Dollars (\$5,000.00) per month commencing upon the first day of the month following entry of the Decree, and continuing to be due and payable on the first day of each month thereafter for one hundred and thirty-two (132) months.

After one hundred and thirty-two (132) months from entry of the Decree, Defendant shall pay, through the Clerk of the District Court, spousal support for the support and maintenance of Plaintiff in the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month continuing to be due and payable on the first day of each month for the remainder of Plaintiff's natural life.

Spousal support shall terminate upon the death of either party or the remarriage of the Plaintiff.

p. REAL ESTATE.

(i) Plaintiff's Residence: Plaintiff and Defendant, through their company Tincher Investments, Co., Inc., are the owners of real estate commonly known as 3128 N 150<sup>th</sup> Street, Omaha, Nebraska, 68116 ("Omaha residence"), and more particularly described as "Grayhawk Two 99 Thru 205 Lot 99 Block 0 Irreg", as surveyed platted and recorded in Douglas County Nebraska.

Plaintiff shall be awarded the Omaha residence as her sole and separate property, free and clear of any interest of the Defendant. Defendant shall pay any mortgage or loans associated with the real estate, and he shall indemnify and hold Plaintiff free and harmless therefrom. Defendant shall, upon entry of this Decree of Dissolution of Marriage, execute a Quit Claim Deed to the Plaintiff releasing his interest in the real estate.

(ii) Defendant's Residences: Plaintiff and Defendant, through their company Tincher Investments, Co., Inc., are the owners of real estate commonly known as 1906 Young Road, Plattsmouth, Nebraska, 68048 ("Plattsmouth residence"), and more particularly described as "07-11-14 TL5 W1/2 NE1/4 (10.01)", as surveyed platted and recorded in Cass County Nebraska.

Defendant shall be awarded the Plattsmouth residence as his sole and separate property, free and clear of any interest of the Plaintiff. Defendant shall pay any mortgage or loans associated with the real estate, and he shall indemnify and hold Plaintiff free and harmless therefrom. Plaintiff shall, upon entry of this Decree of Dissolution of Marriage, execute a Quit Claim Deed to the Defendant releasing her interest in the real estate.

(iii) Plaintiff and Defendant are the owners of real estate commonly known as 1005 Belgrade Ct., Plattsmouth, Nebraska 68048, and more particularly described as "Beaver Lake Lot 1473A 13-11-13", as surveyed platted and recorded in Cass County Nebraska.

Defendant shall be awarded the above described real estate as his sole and separate property, free and clear of any interest of the Plaintiff. Defendant shall pay any mortgage or loans associated with the real estate, and he shall indemnify and hold Plaintiff free and harmless

therefrom. Plaintiff shall, upon entry of this Decree of Dissolution of Marriage, execute a Quit Claim Deed to the Defendant releasing her interest in the real estate.

(iv) Plaintiff and Defendant are the owners of real estate commonly known as 1009 Belgrade Ct, Plattsmouth, Nebraska, 68048, and more particularly described as “Beaver Lake Lot 1474A 13-11-13” as surveyed platted and recorded in Cass County Nebraska.

Defendant shall be awarded the above described real estate as his sole and separate property, free and clear of any interest of the Plaintiff. Defendant shall pay any mortgage or loans associated with the real estate, and he shall indemnify and hold Plaintiff free and harmless therefrom. Plaintiff shall, upon entry of this Decree of Dissolution of Marriage, execute a Quit Claim Deed to the Defendant releasing her interest in the real estate.

(v) Plaintiff and Defendant are the owners of real estate commonly known as 203 Wiles Road, Plattsmouth, Nebraska, 68048, and more particularly described as “Plattsmouth – Outlots Frac Lot 2 Exc Hwy NE1/4 26-12-13 (4.15)” as surveyed platted and recorded in Cass County Nebraska.

Defendant shall be awarded the above described real estate as his sole and separate property, free and clear of any interest of the Plaintiff. Defendant shall pay any mortgage or loans associated with the real estate, and he shall indemnify and hold Plaintiff free and harmless therefrom. Plaintiff shall, upon entry of this Decree of Dissolution of Marriage, execute a Quit Claim Deed to the Defendant releasing her interest in the real estate.

(vi) Plaintiff and Defendant are the owners of real estate particularly described as “12-11-13 Lakeview Estates Replat of Lot 10 SL2 SE1/4 (3.11)” as surveyed platted and recorded in Cass County Nebraska.

Defendant shall be awarded the above described real estate as his sole and separate property, free and clear of any interest of the Plaintiff. Defendant shall pay any mortgage or loans associated with the real estate, and he shall indemnify and hold Plaintiff free and harmless therefrom. Plaintiff shall, upon entry of this Decree of Dissolution of Marriage, execute a Quit Claim Deed to the Defendant releasing her interest in the real estate.

(vii) Plaintiff and Defendant are the owners of real estate particularly described as “12-11-13 Lakeview Estates Road SE1/4 (7.15)” as surveyed platted and recorded in Cass County Nebraska.

Defendant shall be awarded the above described real estate as his sole and separate property, free and clear of any interest of the Plaintiff. Defendant shall pay any mortgage or loans associated with the real estate, and he shall indemnify and hold Plaintiff free and harmless therefrom. Plaintiff shall, upon entry of this Decree of Dissolution of Marriage, execute a Quit Claim Deed to the Defendant releasing her interest in the real estate.

(viii) Defendant is the owner of real estate commonly known as 233 Hackberry Drive, Gretna, Nebraska 68028 and more particularly described as Lot 56 North Park as surveyed platted and recorded in Sarpy County, Nebraska.

Defendant shall be awarded the Gretna residence as his sole and separate property, free and clear of any interest of the Plaintiff. Defendant shall pay any mortgage or loans associated with the real estate, and he shall indemnify and hold Plaintiff free and harmless therefrom. Plaintiff shall, upon entry of this Decree of Dissolution of Marriage, execute a Quit Claim Deed to the Defendant releasing her interest in the real estate.

(ix) Defendant shall be awarded all right, title and interest the parties have in any real estate, except the Omaha residence.

q. The Plaintiff is awarded and assigned all right title and interest in the \$20,000.00 personal loan made by the parties to James and Wendy Allen. Defendant shall execute any documents necessary to effectuate the assignment of this interest.

r. OTHER PROPERTY. The Defendant shall be awarded as his sole and separate property all right, title, and interest in any and all stock or ownership interests in corporations and companies owned, in whole or in part, by the Defendant individually or the parties jointly, including, but not limited to, all ownership interest in the following entities:

1. Siebert Mobility Nebraska, Inc.;
2. Siebert Mobility, Inc.;
3. TD Development Partners, LLC;

4. TinHut Investments, Inc.;
5. Tincher AG, Inc.;
6. Tincher Investments Co., Inc.;
7. Tincher of Auburn Sales & Service, Inc.
8. Tincher of Omaha, Inc.
9. Eye29 Outdoor
10. MidAmerica Motorplex, Inc.

The Defendant shall indemnify and hold Plaintiff harmless on any personal liabilities she may have now or in the future regarding in the corporations or companies awarded to Defendant.

Defendant and Plaintiff agree that except as specifically provided in this Decree, all property of any kind hereafter acquired by Plaintiff or by Defendant and all income and earnings of either of them shall constitute and be the sole and separate property of the person by whom the said property is acquired or earned. All property of any kind heretofore acquired and owned by Plaintiff or Defendant shall remain the property of such person except as specifically provided in this Decree.

s. MUTUAL RELEASES, In consideration of the provisions of this Agreement, Defendant and Plaintiff shall release one another as follows:

- i. Plaintiff shall and does accept the benefits of this Agreement in full and complete satisfaction of allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind, or nature whatsoever which she has or may acquire as Plaintiff or widow of Defendant, or in the event of his death as an heir at law or surviving spouse of Defendant or otherwise; and Plaintiff shall and does relinquish and waive all future, present, or other interests in the property of Defendant except under the provisions of this Agreement.
- ii. Defendant shall and does accept the benefits of this Agreement in full and complete satisfaction of all allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind and nature whatsoever which he has or may acquire as Defendant or widower of Plaintiff or

otherwise or in the event of her death, as an heir at law or surviving spouse of Plaintiff or otherwise; and Defendant shall and does relinquish and waive all future, present, or other interests in any property of Plaintiff except under the provisions of this Agreement.

iii. This Agreement shall be and is a complete, final, and full settlement of all matters in dispute between Defendant and Plaintiff; and, in the event of the death of either Defendant or Plaintiff within thirty (30) days after the Court decrees a dissolution, and before such Decree becomes final and operative, this Agreement shall be and remain in full force and effect as effectively and fully as if both Defendant and Plaintiff had survived for such period and such Decree had become final and operative and shall not thereby be or become null and void.

t. NECESSARY DOCUMENTS. Each of the parties shall execute and deliver to the other party any documents from time to time that might be reasonably required to accomplish the intent of this Agreement. In the event that either party fails to comply with the provisions of this paragraph within thirty (30) days hereof, this Agreement shall constitute an actual grant, assignment or conveyance of the property and rights in each matter and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

u. ADVICE OF COUNSEL. Each of the parties expressly certifies that they have entered into this Agreement upon mature consideration and after ample opportunity to seek the advice of Counsel; that the consent to the execution of this Agreement has not been obtained by duress, fraud or undue influence by any person; and, that the parties agree that this Agreement is fair, reasonable and not unconscionable.

v. COMPLETE DISCLOSURE. Each party is and has been fully informed of the income, assets, property and financial prospects of the other. Each has had full opportunity and has consulted at length with his or her counsel regarding all of the circumstances hereof and acknowledges that this agreement has not been the result of any fraud, duress or undue influence exercised by either party upon the other person. Both parties acknowledge that this Decree, and

the incorporated settlements, has been achieved after full disclosure, competent legal representation and honest negotiations.

w. WAIVER OF BREACH. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach. No modification of this Agreement shall be binding on either of the parties unless reduced to writing, subscribed by both parties, and ordered by the Court.

x. CAPTIONS. Paragraph titles or captions contained herein are inserted as a matter of convenience or for reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

y. INTERPRETATION. No provision of this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

z. MERGER. The rights, obligations, terms, and conditions in this Decree represent the culmination of discussions and negotiations between the parties. This Decree of Dissolution is intended to be, and shall be, a complete expression of the parties' agreement, and shall supersede all promises, representations, or other statements between the parties, whether oral, written, or otherwise transmitted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the marriage of KATHRYN D. TINCHER, Plaintiff herein, and MARK A. TINCHER, Defendant herein, which marriage was entered into on 14<sup>th</sup> day of October, 1989 in Douglas County, Nebraska, be and the same hereby is dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties' Property Settlement Agreement is fair, just and not unconscionable and is hereby approved as a judgment of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties' Parenting Plan is in the best interests of the minor children and is hereby approved as a judgment of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties' stipulation as to child support is in conformity with the Nebraska Child Support Guidelines and is hereby approved as a judgment of the Court.

Pursuant to Neb. Rev. Stat. § 42-372 (Reissue 2004), as amended, this Decree of Dissolution becomes final and operative, except for the purposes of review by appeal, remarriage and continuation of health insurance coverage, thirty (30) days after the Decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final and operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative the date it was entered.

For the purpose of review by appeal, the Decree shall be treated as a final Order as soon as it is entered. If an appeal is instituted within thirty (30) days after the date the Decree is entered, the Decree does not become final until such proceedings are finally determined or the date of death of one of the parties to the dissolution, whichever occurs first.

For the purposes of remarriage and continuation of health insurance coverage, the Decree shall become final and operative six (6) months after the Decree is entered or on the date of the death of one of the parties to the dissolution, whichever occurs first. Neither the Plaintiff nor the Defendant may remarry anyone, anytime, anyplace until the expiration of said 6-month period following the execution of this Decree by the Court, each of them being under a legal, total and complete inability to do so.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all child, medical and alimony/spousal support payments shall become delinquent the day after they are due and owing. Interest shall be computed as simple interest at the judgment rate of 2.041%

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties, and each of them, are ordered and directed to abide by all of the terms, conditions and findings of the Court as set forth in this Decree, and findings of the Court as above set forth shall be enforced by all remedies available for the enforcement of a judgment, including contempt proceedings, pursuant to Neb. Rev. Stat. § 42-366 (5) (Reissue 2004).

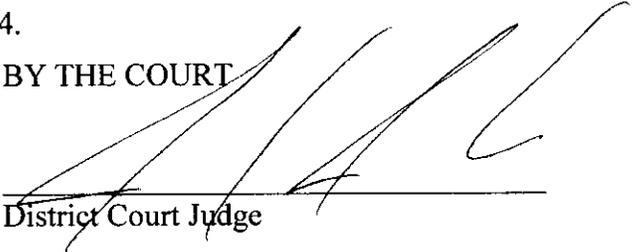
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties and each of them shall execute any and all documents necessary or proper to fulfill the terms and/or requirements of this Decree and findings of the Court as hereinabove set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that should the parties or either of them fail, refuse or neglect within thirty (30) days of the date of the execution of this Decree by the Court to execute or deliver any document necessary or required to carry out and fulfill the terms and findings of the Court, as above set forth in this Decree, this Decree shall have the same operation and effect as such necessary document.

IT IS SO ORDERED.

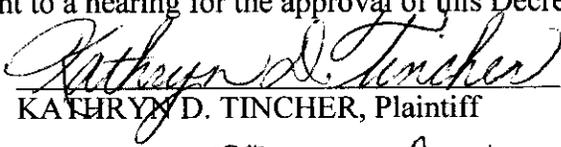
Dated this 23rd day of April, 2014.

BY THE COURT

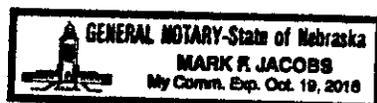
  
District Court Judge

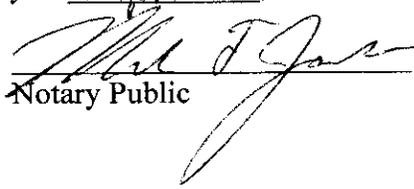
STATE OF NEBRASKA ]ss.  
COUNTY OF DOUGLAS ]

KATHRYN D. TINCHER, being first duly sworn upon oath, deposes and states that she is the Plaintiff in the above entitled action; that she has read the above and foregoing Decree, knows the contents thereof, and that the statements therein contained are true and that she stipulates to this Decree and expressly waives the right to a hearing for the approval of this Decree by the court.

  
KATHRYN D. TINCHER, Plaintiff

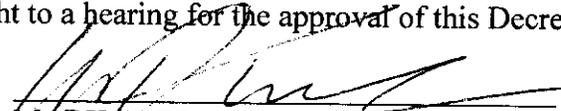
SUBSCRIBED AND SWORN to before me this 18<sup>th</sup> day of April, 2014.



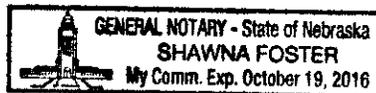
  
Notary Public

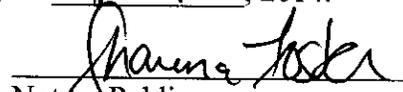
STATE OF NEBRASKA ]ss.  
COUNTY OF DOUGLAS ]

MARK A. TINCHER, being first duly sworn upon oath, deposes and states that he is the Defendant in the above entitled action; that he has read the above and foregoing Decree, knows the contents thereof, and that the statements therein contained are true and that he stipulates to this Decree and expressly waives the right to a hearing for the approval of this Decree by the court.

  
MARK A. TINCHER, Defendant

SUBSCRIBED AND SWORN to before me this 22<sup>nd</sup> day of April, 2014.



  
Notary Public

Approved as to form and content:



John P. Grant, #15064  
Grant Law Offices, P.C.  
3717 Harney Street  
Omaha, NE 68131  
(402) 341-1211  
Attorney for Defendant

Prepared and submitted by:

Mark F. Jacobs, #23482  
Katskee, Henatsch & Suing  
10404 Essex Court, Suite 100  
Omaha, NE 68114  
(402) 391-1697  
Attorney for Plaintiff

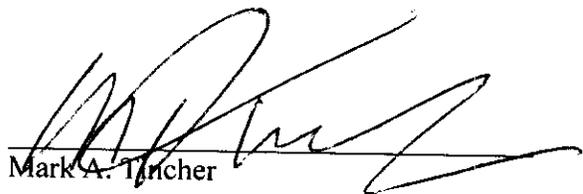
AGREEMENT

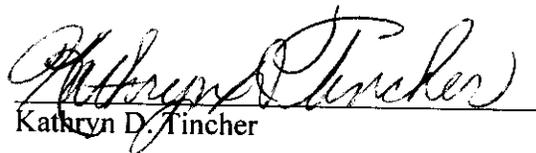
This Agreement made and entered into this \_\_\_ day of April, 2014, by and between MARK A. TINCHER and KATHRYN D. TINCHER.

The parties are married and in the process of dissolving their marriage. An action for dissolution of marriage is pending in the District Court of Cass County at CI 12 – 314. The parties have reached a settlement of the dissolution action and this Agreement is intended to document a portion of that settlement.

Mark A. Tincher entered into an Agreement with T&F Land Development, LLC, a Nebraska company, regarding certain parcels of land in Cass County Nebraska (the “Burr Oak Lots”). That Agreement, dated January 1, 2009 ( a copy of which is attached hereto), provides that Mark A. Tincher will provide consulting, marketing, and advisory services for T&F Land Development, LLC regarding the Burr Oak Lots. In exchange for such services, the Agreement provides that Mark A. Tincher shall receive compensation in the amount of fifty percent (50%) of the net sales proceeds from the sale of any of the Burr Oak Lots.

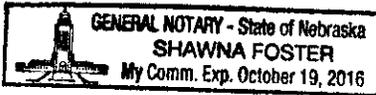
As part of the settlement of the pending action for dissolution, Mark A. Tincher hereby assigns all his right, title and interest in the T&F Agreement, and all additional interest he has in the Burr Oak Lots to Kathryn D. Tincher. Mark A. Tincher agrees to continue to provide consulting, marketing, and advisory services for T&F Land Development, LLC regarding the Burr Oak Lots pursuant to the T&F Agreement, if requested, but hereby assigns all his right, title, and interest to any compensation which is due to him, after the effective date of this Agreement, under the T&F Agreement to Kathryn D. Tincher.

  
Mark A. Tincher

  
Kathryn D. Tincher

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on April 22, 2014, by Mark A. Tincher.

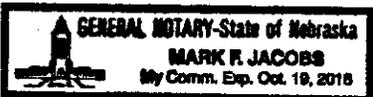


Shawna Foster  
Printed Name: Shawna Foster

NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on April 18<sup>th</sup>, 2014, by Kathryn D. Tincher.



Mark F. Jacobs  
Printed Name: Mark F. Jacobs

NOTARY PUBLIC IN AND FOR SAID STATE

THE LAW OFFICES OF



10150 Regency Circle, Suite 100  
Omaha, Nebraska 68114-3726  
Telephone (402) 397-5100  
Fax (402) 397-4853  
www.ghblaw.com

Thomas P. Pansing, Jr.  
Dennis P. Hogan, III  
David D. Irvine\*  
John Q. Bachman  
James D. Pomeroy\*  
Carol L. Welch\*  
Earl G. Owens, III\*  
Matthew T. Payne  
Lisa M. Meyer\*

Susan R. Koesters  
Mark J. LaPusa  
Donald J. Kleins  
W. Matthew Sample\*  
Ashley B. Sloop

Harry & Gus (1920-2001)

\*Also Admitted in Iowa

E-mail: jbachman@ghblaw.com

February 23, 2009

**PERSONAL & CONFIDENTIAL**

Mr. Mark Tincher  
302 Fulton Avenue  
Plattsmouth, NE 68048

Re: T & F Land Development, LLC

Dear Mark:

For your review, I am enclosing an Agreement between T & F Land Development, LLC and you with respect to compensation payable to you for consulting, marketing and advisory services in connection with the development and sale of lots in Burr Oak Estates.

If you find the Agreement acceptable, please sign the reverse side of the Agreement where indicated and return to me.

Please contact me if you have any questions.

Very truly yours,

John Q. Bachman

IQB/tw  
Enclosure

## AGREEMENT

THIS AGREEMENT is made and entered into effective this 1<sup>st</sup> day of January, 2009, by and between T & F LAND DEVELOPMENT, LLC, a Nebraska limited liability company (the "Company") and MARK A. TINCHER and his heirs and personal representatives ("Tincher").

### PRELIMINARY STATEMENT

Tincher was previously a Member and the Manager of the Company. Tincher's Membership Interest in the Company has been purchased by JAMES JOSEPH FUXA, Trustee of the JAMES JOSEPH FUXA TRUST AGREEMENT OF 2000 under Trust Agreement dated May 24, 2000 and ROXANNE CLARA SMITH, TRUSTEE of the ROXANNE CLARA SMITH TRUST AGREEMENT OF 2000 under Trust Agreement dated May 24, 2000 (the "Fuxa Trusts"). The Company desires to retain Tincher to perform consulting, marketing and advisory services with respect to the sale of lots presently developed or to be developed in the future by the Company in Burr Oak Estates, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska ("Burr Oak Estates"). The Company and Tincher desire to enter into this Agreement to provide for compensation payable to Tincher for his consulting, marketing and advisory services during the term of this Agreement.

NOW, THEREFORE, Company and Tincher hereby agree as follows:

1. **Services.** Company desires to retain Tincher, and Tincher agrees to perform consulting, marketing and advisory services for the Company in connection with the Company's development and sale of lots in Burr Oak Estates.
2. **Compensation.** As compensation for his consulting, marketing and advisory services, Company agrees to pay Tincher fifty percent (50%) of the net sale proceeds from the sale of those lots presently developed or to be developed in the future in Burr Oak Estates. Agricultural land is specifically excluded from this Agreement.
3. **Term and Termination.** The term of this Agreement shall commence on the date first above written. Either party may terminate this Agreement upon written notice to the other.
4. **Miscellaneous.** This Agreement shall be interpreted under Nebraska law. Time is of the essence of this Agreement. This Agreement may be amended only in a writing signed by the parties.

F & F LAND DEVELOPMENT, L.L.C. a Nebraska  
limited liability company

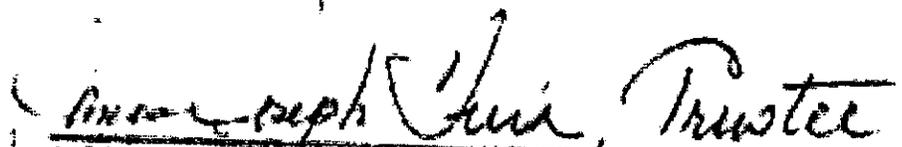
By:   
James J. Fuxa, Manager

  
MARK L. TINCHER

**CONSENT OF MEMBERS**

The undersigned, being all of the Members of the Company, hereby consent to the terms  
of the foregoing Agreement.

Dated effective January 1, 2009.

  
James Joseph Fuxa, Trustee

JAMES JOSEPH FUXA, Trustee of the JAMES  
JOSEPH FUXA TRUST AGREEMENT OF 2000  
under Trust Agreement dated May 24, 2000

  
Roxanne Clara Smith, Trustee

ROXANNE CLARA SMITH, TRUSTEE of  
the ROXANNE CLARA SMITH TRUST  
AGREEMENT OF 2000 under Trust  
Agreement dated May 24, 2000