

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR ISLAND BNG GROUP, LLC DBA ISLAND BAR & GRILL IN LA VISTA, NEBRASKA.

WHEREAS, Island BnG Group LLC dba Island Bar & Grill, 7826 S. 123rd Plaza, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application; and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission; and

WHEREAS, said licensing standards have been considered by the City Council in making its decision;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Island BnG Group LLC dba Island Bar & Grill, 7826 S. 123rd Plaza, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



**LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: February 13, 2023

RE: LOCAL BACKGROUND- LIQUOR LICENSE- MANAGER
ISLAND BAR & GRILL

CC:

The police department conducted a check of computerized records for criminal conduct regarding the applicant for the Liquor License and Manager application. The applicants, David and Dawn Forney, have no criminal record in Sarpy County.

As with all Nebraska Retail Liquor Licenses, I am asking that the applicant strictly conform to Nebraska Liquor Control Commission rules and regulations under (Sec 53-131.01) Nebraska Liquor Control Act.

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License Class: C

License Number:

125486

RECEIVED

JAN 17 2023

NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use Only

NEW / REPLACING 123815 TOP Yes / No

Hot List Yes / No

Initial: MW

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME IslandBnG Group LLC

TRADE (DBA) NAME Island Bar & Grill

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER David Forney 402-661-4979

CONTACT EMAIL ADDRESS ForneyDavidForney@gmail.com

Office use only

PAYMENT TYPE Pay Port

AMOUNT 400.00 RCPT _____

RECEIVED: 1-17-23 MP

DATE DEPOSITED _____



2300000168

DIRECTIONS

Each item must be included with your application

- 1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
- 2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)
 - Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
- 3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
- 4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
- 5. If purchasing an already licensed business; include Form 125--Temporary Operating Permit (TOP)
 - Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - Enclose a list of the assets being purchased (furniture, fixtures and equipment)
- 6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
- 7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
- 8. Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

A BEER, ON SALE ONLY

B BEER, OFF SALE ONLY**

C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO

D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**

F BOTTLE CLUB,

I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO

J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120

AB BEER, ON AND OFF SALE

AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license

Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

Individual License (requires insert FORM 104)

Partnership License (requires insert FORM 105)

Corporate License (requires FORM 101 & FORM 103)

Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name _____ Phone Number _____

Firm Name _____

Email address _____

Should we contact you with any questions on the application? YES _____ NO _____

PREMISES INFORMATIONTrade Name (doing business as) Island Bar & GrillStreet Address 7826 S 123rd PlazaCity LaVistaCounty SarpyZip Code 68128-5601Premises Telephone number 402-933-7330Business e-mail address islandbaromaha@gmail.com

Is this location inside the city/village corporate limits

YES NO **MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name David ForneyStreet Address 9801 S 173rd AveCity OmahaState NEZip Code 68136-4721**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED

DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS

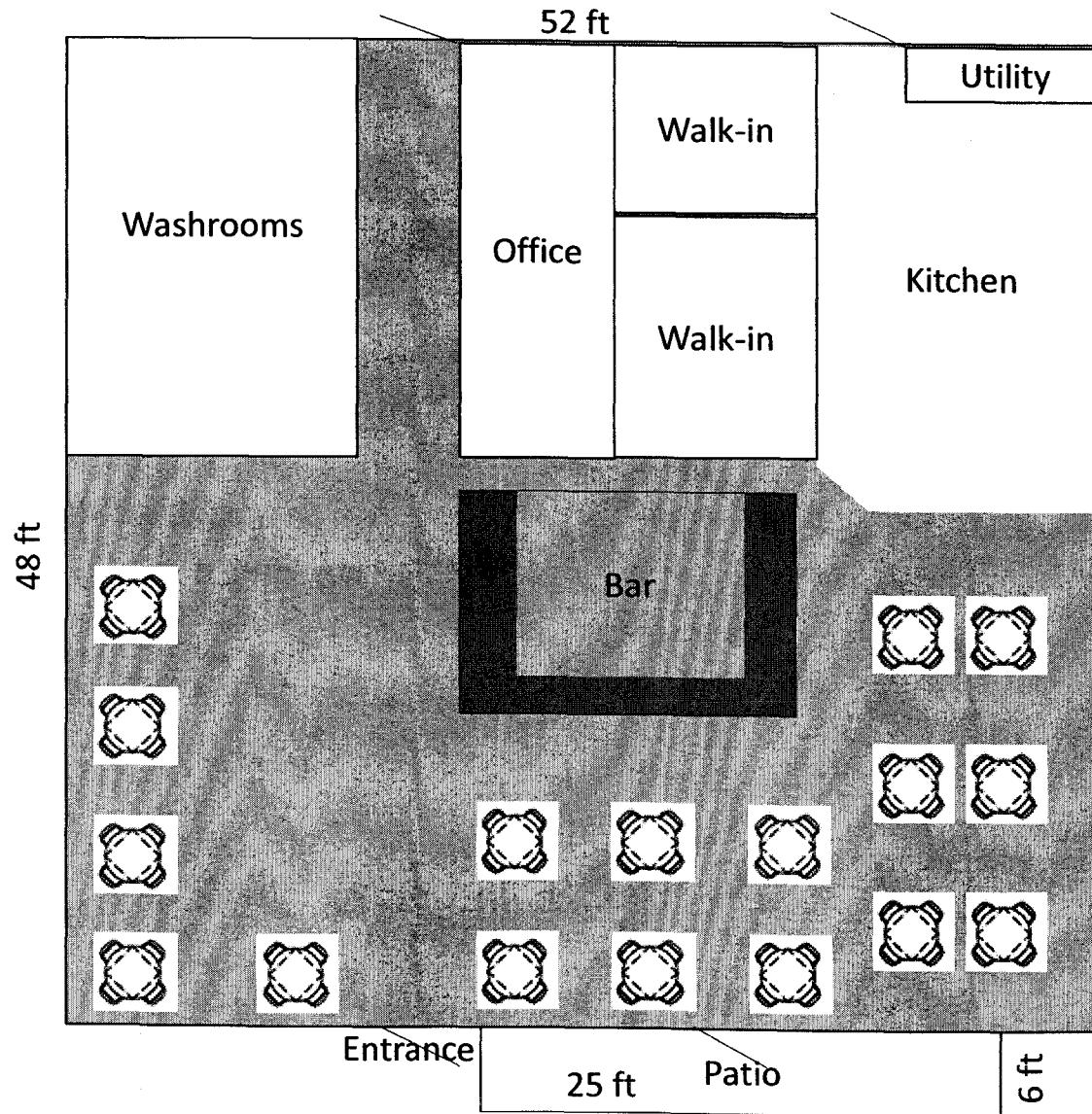
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 52 x width 48 in feetIs there a basement? Yes No If yes, length x width in feetIs there an outdoor area? Yes No If yes, length 25 x width 6 in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**



APPLICANT INFORMATION**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

| Name of Applicant | Date of Conviction (mm/yyyy) | Where Convicted (city & state) | Description of Charge | Disposition |
|-------------------|------------------------------|--------------------------------|-----------------------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, provide business name and license number JJC Inc (Island Bar & Grill) #123815

3. Are you buying the business of a current retail liquor license?

YES NO
If yes, give name of business and liquor license number JJC Inc (Island Bar & Grill) #123815

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes

- a) Attach temporary operating permit (TOP) (Form 125)
- b) Submit a copy of the business purchase agreement
- c) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) **Seller financing (JJC Inc)**

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner.

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 - CHURCH OR FORM 135 - CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

American National Bank: David Forney, Dawn Forney

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

none

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

| Applicant Name | Date (mm/yyyy) | Name of program (attach copy of course completion certificate) |
|----------------|----------------|--|
| David G Forney | 01/2023 | Nebraska Alcohol Server/Seller Certification |
| Dawn M Forney | 01/2023 | Nebraska Alcohol Server/Seller Certification |
| | | |

Experience

| Applicant Name/Job Title | Date of Employment | Name & Location of Business |
|--------------------------|--------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date 01/15/2028
 Deed
 Purchase Agreement

14. When do you intend to open for business? February, 2023

15. What will be the main nature of business? Bar & Grill

16. What are the anticipated hours of operation? Tuesday-Friday 3pm-11pm, Saturday-Sunday 11am-11pm

17. List the principal residence(s) for the past 10 years for ALL persons required to sign, including spouses.

| RESIDENCES FOR THE PAST 10 YEARS | | | | | |
|---|------|------|---------------------|------|----|
| APPLICANT CITY & STATE | YEAR | | SPOUSE CITY & STATE | YEAR | |
| | FROM | TO | | FROM | TO |
| David Forney: Sarpy County, NE | 2020 | 2023 | | | |
| David Forney: Omaha, Douglas County, NE | 1994 | 2020 | | | |
| Dawn Forney: Sarpy County, NE | 2020 | 2023 | | | |
| Dawn Forney: Omaha, Douglas County, NE | 2018 | 2020 | | | |
| Dawn Forney: Missouri Valley, Harrison County, IA | 1993 | 2018 | | | |

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Signature of APPLICANT

David G Forney

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

Signature of APPLICANT

Dawn M Forney

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

Nebraska Secretary of State

ISLAND BAR & GRILL

Tue Jan 17 15:02:33 2023

SOS Account Number

2007119153

Status

Active

Contact

JJC, INC.
7826 S. 123RD PLAZA
LA VISTA, NE 68128

Entity Type

Trade Name

Date Filed

Jul 27 2020

Expiration Date

Jul 27 2030

Associated Entities

| Account Number | Name | Type | Status |
|----------------|-----------|---------------|--------|
| 2006104770 | JJC, INC. | Domestic Corp | Active |

Filed Documents

Filed documents for ISLAND BAR & GRILL may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

| Document | Date Filed | Price | |
|----------------------|-------------|--------------------------------------|------------------------------|
| Trade Name | Jul 27 2020 | \$0.45 = 1 page(s) @ \$0.45 per page | Purchase Now |
| Proof of Publication | Aug 03 2020 | \$0.45 = 1 page(s) @ \$0.45 per page | Purchase Now |

Good Standing Documents

Not Available for Trade Names

[↑ Back to Top](#)

LIMITED LIABILITY COMPANY (LLC)

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: _____

License Number: _____

RECEIVED

JAN 17 2023
Office Use only

NEBRASKA LIQUOR
CONTROL COMMISSION

INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

ISLANDBNG GROUP LLC

Name of Registered Agent: **David Forney**

LLC Address: **9801 S 173rd Ave**

City: **Omaha** State: **NE** Zip Code: **68136 -4121**

LLC Phone Number: **402-661-4979** LLC Fax Number: _____

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: **Forney** First Name: **David** MI: **G**

Home Address: **9801 S 173rd Ave** City: **Omaha**

State: **NE** Zip Code: **68136 -4121** Home Phone Number: **402-661-4979**


Signature of Managing/Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Forney First Name: David MI: G

Spouse Full Name (indicate N/A if single): Dawn Marie Forney

Percentage of member ownership 50

Last Name: Forney First Name: Dawn MI: M

Spouse Full Name (indicate N/A if single): David G Forney

Percentage of member ownership 50

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES NO

If yes, Form 185 is required

Indicate the company's tax year with the IRS (Example: January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

MANAGER APPLICATION FORM 103

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: _____

License Number: _____

RECEIVED

JAN 17 2023
Office Use Only

NEBRASKA LIQUOR
CONTROL COMMISSION

MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a member or corporate officer
- Include Form 147 -Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
- Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska,
- Spouse who will participate in the business, the spouse must meet the same requirements as the manager applicant:

Spouse who will not participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). Be sure to complete both halves of this form.

Name of Corporation/LLC: ISLANDBNG GROUP LLC

Premises Trade Name/DBA: Island Bar & Grill

Premises Street Address: 7826 S 123rd Plaza

City: LaVista County: Sarpy Zip Code: 68128

Premises Phone Number: 402-933-7330

Premises Email address: IslandBarOmaha@gmail.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

BARCODE

MAIL-IN VOTER REGISTRATION FORM

Last Name: Forney First Name: David MI: G

Home Address: 9801 S 173rd Ave

City: Omaha County: Sarpy Zip Code: 68136

Home Phone Number: 402-661-4979

[REDACTED]

Email address: ForneyDavidForney@gmail.com

YES

NO

Spouses Last Name: Forney First Name: Dawn MI: M

[REDACTED]

[REDACTED]

| CITY & STATE | YEAR FROM | YEAR TO | CITY & STATE | YEAR FROM | YEAR TO |
|------------------------|-----------|---------|--------------------------|-----------|---------|
| David-Sarpy County, NE | 2020 | 2023 | Dawn-Sarpy County, NE | 2020 | 2023 |
| David-Omaha, NE | 1994 | 2020 | Dawn-Omaha, NE | 2018 | 2020 |
| | | | Dawn-Missouri Valley, IA | 1993 | 2018 |
| | | | | | |

| YEAR FROM TO | | NAME OF EMPLOYER | NAME OF SUPERVISOR | TELEPHONE NUMBER |
|-----------------|---------|-------------------------------|--------------------|---------------------|
| 2010 | present | Mutual of Omaha, Insurance Co | Jason Davis | 402-658-6725 |
| 2009 | 2010 | AMC Theaters | Do not recall | |

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

| Name of Applicant | Date of Conviction (mm/yyyy) | Where Convicted (City & State) | Description of Charge | Disposition |
|-------------------|---------------------------------|------------------------------------|-----------------------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

| Applicant Name | Date (mm/yyyy) | Name of program (attach copy of course completion certificate) |
|----------------|-------------------|--|
| David Forney | 01/2023 | Nebraska Alcohol Server/Seller Certification |
| Dawn Forney | 01/2023 | Nebraska Alcohol Server/Seller Certification |
| | | |
| | | |
| | | |
| | | |
| | | |

*For list of NLCC Certified Training Programs see [training](#)

Experience:

| Applicant Name / Job Title | Date of Employment: | Name & Location of Business: |
|----------------------------|---------------------|------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed by applicant and spouse.



Signature of APPLICANT

David G Forney

Printed Name of APPLICANT



Signature of SPOUSE

Dawn M Forney

Printed Name of SPOUSE

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

| |
|---|
| Office Use only |
| RECEIVED |
| JAN 17 2023 |
| Date Stamp HERE ONLY NEBRASKA LIQUOR CONTROL COMMISSION |

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;

It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to NSP can be mailed directly to the following address:

*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Island Bar & Grill

Name of Person Being Fingerprinted: Dawn M Forney

Date fingerprints were taken: 1/16/2023

Location where fingerprints were taken: NSP TRCP A -OMAHA

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Dawn M. Forney

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;

It is recommended to make payment through the **NSP PayPort** online system at www.nc.gov/go/nsp. Or a check made payable to **NSP** can be mailed directly to the following address:

Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License

**The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521**

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Island Bar & Grill

Name of Person Being Fingerprinted: David G Forney

Date fingerprints were taken: 1/10/2023

Location where fingerprints were taken: NSP TROOP A-OMAHA

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



[Back to Lookup / Registrant Detail](#)

David G Forney

| | |
|-----------------|-------------|
| Political Party | Precinct |
| Republican | Precinct 59 |

Election Details

11/08/2022 2022 General Election

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Palisades Elementary School

📍 16820 Chutney Dr Omaha, NE 68136



Ballot Styles

59.01

Districts

Show ▾

© Copyright 2023 - ESSVR, LLC. All rights reserved.



[Back to Lookup](#) / [Registrant Detail](#)

Dawn Marie Forney

Political Party
Nonpartisan

Precinct
Precinct 59

Election Details

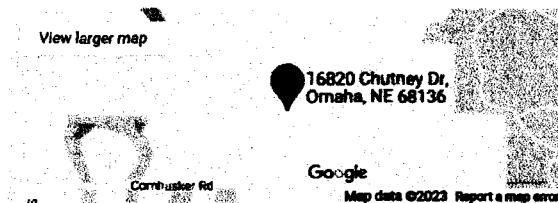
11/08/2022 2022 General Election

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Palisades Elementary School

📍 16820 Chutney Dr Omaha, NE 68136



Ballot Styles

59.01

Districts

Show ▾

© Copyright 2023 - ESSVR, LLC. All rights reserved.

Certificate of Completion

This is to certify that

David Forney

has successfully completed the following
HOSPITALITYexam.com course and examination

Course Name: Nebraska Alcohol Server/Seller Certification

Edward D McLean, Administrator
www.HOSPITALITYexam.com

Date: 01/05/2023
Expiration: 01/05/2026
Certificate #: 139848
Birth Date: 06/15/1967

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made on January 13, 2023 (the "Effective Date") by and between JJC, Inc. Nebraska corporation, (hereinafter "Seller"), and IslandBng Group, LLC, a Nebraska limited liability company (hereinafter "Buyer").

In consideration of the mutual covenants, agreements and warranties contained herein, the parties agree to the sale and purchase of assets as follows:

1. Sale of Business. Seller agrees to sell to Buyer and Buyer agrees to buy from Seller substantially all of the assets of the business operated by Seller at 7826 S 123rd Plaza, La Vista, NE 68128 dba Island Bar & Grill.

2. Purchase Price. As full payment for the transfer of the assets by Seller, Buyer shall pay to Seller the sum of \$159,000.00. The purchase price shall be paid as follows:

a. An initial payment of Twenty Five Thousand Dollars and No Cents (\$25,000.00) shall be paid upon Closing (defined below);

b. Buyer to execute a promissory note at Closing in the amount of \$134,000.00, for a term of 3 years with interest accruing thereon at a rate of 7.0% annually beginning 30 days after Closing.

c. The parties allocate the purchase price as follows:

| | |
|----------------------------------|----------------|
| Furnishings, fixtures, equipment | \$ 75000 |
| Inventory | \$ 5000 |
| Goodwill | \$ 70000 |
| <i>Agent fee</i> | <i>\$ 9000</i> |
| Total | \$159,000.00 |

3. Description of Assets. The assets sold hereunder shall include the following:

a. Furnishings, fixtures and equipment more particularly described in Exhibit A attached to this Agreement and incorporated herein by this reference; except items described in Exhibit B attached to this Agreement and incorporated herein by this reference;

b. Inventory as listed on Exhibit C;

c. All other assets used in the operation of the business, except cash, cash accounts, accounts receivable and customer credits on the date of Closing except as otherwise provided herein; including the name of the business, all records necessary and useful in the operation of the business and the goodwill of the business. Provided, however, that records required to be retained by Seller for income tax purposes or otherwise shall be retained, but Seller agrees to allow Buyer access to such records at any reasonable time, either before or after Closing.

4. Inventory. The purchase price includes Seller's inventory on hand at Closing. Seller agrees to maintain the inventory in substantially the same state as it exists on execution of this Agreement at the date of Closing. All creditors of Seller shall be paid in full for such amounts as may be due them at or prior to Closing.

5. Accounts Receivable. All accounts receivable for inventory sold or services performed prior to the date of Closing shall remain the property of the Seller. Seller shall be responsible for the collection of these accounts and for the costs of same. Any money received by Buyer with regard to said accounts will be immediately paid over to the Seller without demand.

6. Business Name. Buyer may use the business name/trade name "Island Bar & Grill". The purchase of the business assets includes the business name, social media accounts and websites; but does not include the purchase of any ownership interest in JJC, Inc., a Nebraska corporation. At Closing, Seller shall assign the Trade Name "Island Bar & Grill" to the Buyer.

7. Representations of Seller. Seller further warrants and agrees as follows:

a. Seller owns and has good title to all assets to be transferred hereunder, and that all liens and encumbrances against such assets will be paid in full at or prior to Closing. Seller hereby indemnifies Buyer against all liability, including any liability for sales taxes, whether arising out of or prior to the sale herein contemplated, claims, charges, suits, obligations and other costs which relate to or result from, whether directly or indirectly, purchases, obligations incurred or any other event occurring prior to possession being transferred to Buyer.

b. Seller will do all acts and sign all transfer documents necessary to give Buyer good title to and possession of all of the assets to be transferred hereunder, both at and subsequent to Closing.

c. Until the date of Closing, Seller shall do all acts necessary and convenient in order to assist Buyer in commencing business, including but not limited to introductions to customers and suppliers by letter or in person and the like providing access to Buyer to Seller's branding, social media and websites. Preparation and mailing of letters, if any, shall be done at the expense of Buyer.

d. There are no legal actions, suits, arbitrations or other legal or administrative proceedings pending or threatened against the Seller which would affect the assets. Seller is not in default with respect to any judgment, order or decree of any court or any governmental agency or instrumentality.

e. Seller is not in violation of, or in default under, any lien, mortgage, lease, agreement, instrument, order, judgment or decree, or further subject to any restriction contained in any of the foregoing of any kind or character which materially adversely affects in any way the business, properties, assets or prospects of Seller, or which would prohibit Seller from entering into this Agreement or prevent consummation of the transfer of the assets contemplated by this Agreement.

f. Seller has completed and filed all federal, state and local information and other state and local tax returns of every nature required to be filed and no extensions of time in which to file any such returns are in effect. All taxes and other assessments and levies which Seller is required by law to withhold or collect have been duly withheld and collected and have been paid over to the proper governmental authorities or are being held by Seller for such payment.

g. The representation of Seller to Buyer in this Agreement and in all financial documents, schedules, tax returns and other information furnished to Buyer prior to and subsequent to the execution of this Agreement, do not and will not contain any untrue statements of fact or omit to state any facts necessary in order to make the statements contained herein or therein not misleading.

h. Between the date of execution of this Agreement and the date of Closing the Seller will carry on Seller's business in the usual and ordinary manner and will not enter into any unusual contract or make any unusual commitment affecting the operation of the business beyond such Closing date without the written consent of Buyer.

i. Seller will cooperate with Buyer in securing all permits and licenses necessary for the intended use of the property prior to Closing, to include maintaining the Seller's existing liquor license in good standing with the Nebraska Liquor Control Commission to the extent necessary for the Buyer to operate under their temporary operating permit, even if that time extends beyond Closing, provided that the Buyer is acting in good faith and with due diligence to obtain a permanent license.

8. Representations of Buyer. Buyer acknowledges an inspection of the assets subject to this Agreement, is acquainted with the condition and accepts the same in its present condition, except as otherwise provided for herein.

9. Assumption of Liabilities. Buyer will not assume, pay or discharge, or be deemed to have assumed, paid or discharged, any liabilities of Seller of any nature whatsoever, whether absolute or contingent. This disclaimer includes, but is not limited to the following:

a. Any state, federal or local income tax liability of Seller for any period whatsoever, or any tax liability of Seller of any kind whatsoever;

b. Any legal, accounting or other expenses incurred by Seller in connection with the negotiations relating to, and the execution and performance of this Agreement, and including any of Seller's activities or operations after Closing;

c. Any liabilities, debts or obligations of Seller resulting from any claims, actions, suits or proceedings pending at date of Closing, or thereafter instituted, arising out of the operation, acts or omissions of Seller prior to date of Closing, or any cause of action accruing or arising out of any transaction or occurrence prior to date of Closing even though asserted after date of Closing. Seller is responsible for the payment of all accounts payable up to and including the date of Closing;

d. Any employee salaries, compensation, unemployment claims or other benefits accrued as of the date of Closing.

10. Taxes and Assessments. Seller shall pay all personal property taxes on the property being sold hereunder for the calendar year 2022 and all prior years. All such taxes and assessments for the year of Closing shall be prorated between Seller and Buyer as of the date of Closing based upon the previous year's tax assessments or the actual 2022 Tax Assessment if available.

11. Conditions Precedent to Closing. Buyer must file for a temporary operating permit and permanent liquor license from the Nebraska Liquor Control Commission prior to Closing. Seller shall assign the Lease with Casey's Retail (name of landlord) to Buyer at Closing. Buyer is responsible for obtaining the landlord's written consent.

12. Deliveries at Closing. At Closing, Seller shall deliver to Buyer a Bill of Sale properly executed by Seller conveying the personal property being sold hereunder free and clear of all liens and encumbrances.

13. Closing. Closing of the sale shall occur on or before Feb. 1, 2023 ("Closing") at a location agreed to by the parties, unless extended by the terms of this Agreement or mutual consent of the parties.

14. Default. Should Buyer default in payment of the purchase price as provided herein upon approval of conditions of this Agreement, Seller, at Seller's option, may declare the interest of Buyer terminated and retain the earnest deposit, if any, as liquidated damages or may seek any other remedy to which Seller might be entitled at law or equity. Should Seller default under the terms of this Agreement, Buyer may seek any remedy that Buyer may be entitled to at law or in equity.

15. Time of Essence. Time is of the essence of this Agreement.

16. Risk of Loss. Risk of loss shall remain with the Seller until the date of Closing.

17. Integration of Agreements. This Agreement is integrated with (i) a Non-Compete and Non-Solicitation Agreement (the "Non-Compete Agreement") (ii) a Promissory note; (iii) a Security Agreement; (iv) a Transition Agreement; (v) a Personal Guaranty; and (vi) a Bill of Sale between Seller, Seller's shareholders, and Buyer. These Agreements supersede all agreements previously made between the parties and express the entire agreement between the parties, no party relying upon any statement or representation not contained in the above-mentioned Agreements.

18. Division of Expenses. The parties agree that each party shall pay for their own attorney's fees for the drafting of this Agreement, any other agreements executed in connection with this Agreement or this transaction, and the preparation of the bill of sale and Closing statement.

19. Amendment and Modification. Any amendment or modification to this Agreement shall be made in a document executed by all parties.

20. Binding. This Agreement shall be binding when signed by all parties and shall inure to the benefit of and be binding upon and enforceable against the heirs, successors and assigns of the parties hereto.

21. Nondisclosure. The parties agree to keep the terms of this Agreement confidential except that each party may disclose the existence of this Agreement and its terms to their respective legal, financial and tax advisors.

22. Non-Assignment. This Agreement shall not be assigned, either in whole or in part, whether voluntarily or involuntarily, without the written consent of Seller. Any assignment shall not relieve Buyer from Buyer's obligations under the terms of this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, i.e., one or more of the parties may execute and acknowledge a copy of this Agreement which, when combined with duly executed counterparts by the other parties, shall constitute one agreement.

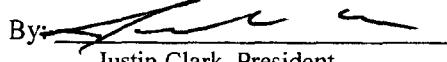
24. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

25. Severability. If any term of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining term of this Agreement shall remain in full force and effect and not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, provided that both parties may still effectively realize the complete benefit of the transaction contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

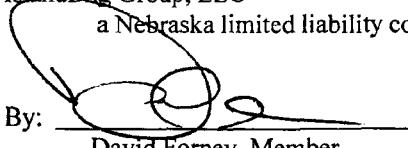
SELLER:

JJC, Inc.
a Nebraska corporation

By: 
Justin Clark, President

BUYER:

IslandBng Group, LLC
a Nebraska limited liability company

By: 
David Forney, Member


Dawn Forney, Member

ASSIGNMENT OF LEASE AGREEMENT

This Assignment of Lease Agreement ("ASSIGNMENT") is entered into on this 1/13/2023 day of January 2023 ("EFFECTIVE DATE") by and between JJC Inc. DBA Island Bar and Grill ("ASSIGNOR"); IslandBnG Group LLC ("ASSIGNEE"); and Casey's Retail Company, an Iowa corporation ("LANDLORD"), (collectively referred to as "PARTIES").

RECITALS

WHEREAS LANDLORD owns real property located at 7826 S. 123rd Plaza, Suites E and F, La Vista, Nebraska 68128 ("PREMISES"); and

WHEREAS LANDLORD and ASSIGNOR are parties to a Lease Agreement dated September 24, 2007, as amended by a First Amendment to Lease dated January 23, 2008, a Second Amendment to Lease dated January 15, 2012, a Third Amendment to Lease dated February 14, 2017, a Fourth Amendment to Lease dated September 12, 2017, Assignment of Lease Agreement dated June 8, 2020, and the Fifth Amendment to Lease Agreement dated October 20, 2022 (collectively the "Lease Agreement"), under which for ASSIGNOR leases the PREMISES and uses it as a bar and grill; and

WHEREAS ASSIGNOR desires to assign its rights and obligations under the LEASE AGREEMENT to ASSIGNEE and ASSIGNEE desires to assume those rights and obligations; and

WHEREAS LANDLORD does not object to the proposed assignment and has agreed to substitute ASSIGNEE for ASSIGNOR.

AGREEMENT

NOW THEREFORE, in consideration for the terms set forth in this ASSIGNMENT, the PARTIES agree as follows:

1. The foregoing recitals are incorporated into this ASSIGNMENT by reference.
2. ASSIGNOR hereby completely and unequivocally assigns all of its rights, and obligations under the LEASE AGREEMENT to ASSIGNEE. As of the EFFECTIVE DATE, LANDLORD releases ASSIGNOR from any further obligation related to the LEASE AGREEMENT, and ASSIGNOR shall not receive any further benefit under the LEASE AGREEMENT.
3. ASSIGNEE hereby completely and unequivocally assumes all of ASSIGNOR's rights and obligations under the LEASE AGREEMENT.
4. LANDLORD, being fully consulted, hereby acknowledges and consents to this ASSIGNMENT. As of the EFFECTIVE DATE, LANDLORD shall hold ASSIGNOR harmless for any further obligations under the LEASE AGREEMENT, and LANDLORD shall accord to ASSIGNEE all rights and courtesies as a tenant under the LEASE AGREEMENT.

5. Except as set forth in this ASSIGNMENT, all other terms and conditions of the LEASE AGREEMENT shall remain in full force and effect.

6. This ASSIGNMENT represents the complete agreement between the PARTIES regarding the LEASE AGREEMENT, and this ASSIGNMENT shall supersede any prior agreements between the PARTIES relating thereto. This ASSIGNMENT shall be amended only by a writing that has been executed by all PARTIES.

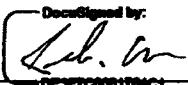
7. This ASSIGNMENT shall be governed by the laws of the state of Nebraska.

8. This ASSIGNMENT may be executed in counter-parts and any photocopies of this ASSIGNMENT shall be treated as originals for all purposes.

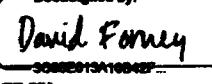
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first written above.

VOLUNTARILY EXECUTED:

JJC, Inc. – ASSIGNOR

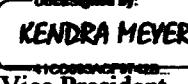
By: 
Justin Clark

IslandBnG Group LLC. – ASSIGNEE

By: 
David Forney

Dawn Forney

Casey's Retail Company – LANDLORD

By: 
Kendra Meyer, Vice President – Real Estate

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT to the Lease Agreement made and entered into as of this _____ day of 10/20/2022, 2022, by and between Casey's Retail Company, an Iowa corporation, having its principal place of business at One S.E. Convenience Boulevard, Ankeny, Iowa 50023 ("Landlord") and JJC Inc. DBA Island Bar & Grill ("Tenant").

WITNESSETH:

WHEREAS, Fantasy's Inc. and Fields Inc. entered into a lease agreement dated September 24, 2007, for real property situated at 7826 S. 123rd St. La Vista, NE. The lease agreement together with all amendments is hereinafter referred to as the ("Lease Agreement").

WHEREAS, the Lease Agreement was assigned from Fantasy's Inc. to Landlord by Assignment and Assumption of Lease dated March 5, 2019.

WHEREAS, the Lease Agreement was assigned from Fields Inc. to Tenant by Assignment and Assumption of Lease dated June 8, 2020.

WHEREAS, the Lease Agreement is currently in its second and final renewal term which expires January 15, 2023, and the parties wish to amend the Lease Agreement upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the undersigned parties agree and state as follows:

1. **Additional Renewal Terms.** Landlord hereby grants to Tenant one renewal option of 5 years. The terms and conditions for Renewal Term shall be the same as for the Initial Term, except that the monthly rental, then in effect, shall be as set forth in Section 2 of this Amendment.
2. **Rent During Renewal Term.** Rent during Renewal Term shall be as set forth below:

| <u>Lease Year</u> | <u>Monthly Rent Payment</u> |
|-------------------------------|-----------------------------|
| Jan. 16, 2023 - Jan 15, 2024 | \$ 5017.67 |
| Jan. 16, 2024 - Jan. 15, 2025 | \$ 5168.20 |
| Jan. 16, 2025 - Jan. 15, 2026 | \$ 5323.25 |
| Jan. 16, 2026 - Jan. 15, 2027 | \$ 5482.94 |
| Jan. 16, 2027 - Jan. 15, 2028 | \$ 5647.43 |

3. **Lease in Effect.** Except as hereinabove specifically amended, all terms, conditions, and provisions of the Lease Agreement are hereby ratified, confirmed, and approved as to the agreement of the parties, to continue in full force and effect according to the terms thereof.

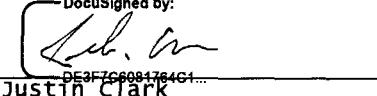
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the date and year first written above.

LANDLORD:

CASEY'S RETAIL COMPANY

By: 
Stephen P. Bramlage 10/20/2022
E0DBB00A1592440
Stephen P. Bramlage Jr.

TENANT:

By: 
Justin Clark
DE3F7C608176461

PERSONAL GUARANTY

On January 1/13/2023, 2023, Casey's Retail Company ("Landlord") and IslandBnG Group LLC. ("Tenant") entered into a certain lease for real estate located at 7826 S. 123rd Plaza, Suites E and F, La Vista, Nebraska 68128, Nebraska (the "Lease").

To induce the Landlord to consent to Lease to Tenant, and for other valuable consideration, the undersigned Guarantors, David Forney and Dawn Forney, unconditionally and irrevocably guarantee to Landlord: 1) prompt and full payment of all rent and other payments due from the Tenant, and 2) prompt performance of all of the other terms and conditions and covenants of the Tenant under the Lease.

The Guarantor intends and agrees that this Guaranty shall remain effective until full and complete payments and performance of all of the Tenant's obligations under the Lease, including any modifications or extensions thereof, notwithstanding any act or incurrence which might otherwise act to reduce or discharge the Guarantor. In this regard, the Guarantor acknowledges and agrees that the liability of the Guarantor under this guaranty shall continue notwithstanding any assignment, extension, amendment or modification of, or any forbearance under the Lease, provided, however, in the event the Lease is assigned by Tenant to an entity that is not affiliated with Tenant and obtains a personal guaranty of the principal owner(s) of such assignee, and Landlord approves such assignment and personal guaranty as provided in the Lease, this Guaranty shall terminate and Guarantor shall be released of its obligations. In the event Landlord does not approve the personal guaranty of the assignee entity, this Guaranty and Guarantor's obligations hereunder shall extend only to the end of the then current Lease term and to those Lease obligations of the Tenant arising up to that time. The Guarantor waives notice of any such assignment, extension, amendment, modification or forbearance. The Guarantor further agrees that Landlord may pursue its remedies under this Guaranty without proceeding against the Tenant.

Notice of acceptance of this Guaranty and of any obligations or liabilities of Tenant incurred under the Lease are waived. This Guaranty shall be binding upon the heirs, successors and personal representatives of Guarantor and shall be construed according to Nebraska law.

EXECUTED this 1/13/2023 day of January 2023.

GUARANTORS

— Document signed by:

David Forney

David Forney

— DocuSigned by:

Dawn Forney

Exhibit A-Assets being sold

All books and records of Seller related to the business including, but not limited to, books, manuals, records, sales and promotional data, advertising lists, credit information, cost and pricing lists, business plans, and customer lists.

All of Seller's telephone numbers and fax numbers and right, title and interest in telephone system equipment relating to the business.

All websites and social media platforms and sites along with source code and passwords and other login information, including without limitation, Snapchat, Instagram, Facebook and Twitter.

Exhibit B-Assets retained by Seller

None

Exhibit C-Inventory

Attached



ADDENDUM TO PURCHASE AGREEMENT

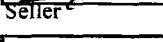
DATED 01/13/2023

Property Address 7826 S 123rd Plaza, La Vista, NE 68128

It is hereby agreed and understood that:

The \$5000 earnest deposit money is NON REFUNDABLE. Only way the deposit is refundable is if the seller chooses to vacate the transaction.

All other terms and conditions to remain the same.

| | |
|-----------------|--|
| <u>1/13/23</u> |  (Signature of Purchaser) |
| Date | Purchaser |
| <u>Dan Va D</u> | <u>Devin Tonry</u> |
| Witness | Purchaser |
| <u> </u> |  (Signature of Seller) |
| Date | Seller |
| <u> </u> |  (Signature of Seller) |
| Witness | Seller |

Bar assets

Furniture

18 high bar chairs (\$1529.82)

20 bar stools(\$1099.88)

48 low chairs(\$2639.52)

5 high top tables (\$500.00)

12 low tables(\$827.88)

DJ equipment

Yamaha mg06x mixer(\$169.99)

Shure blx 288/pg58 dual channel system with 2 pg58 handheld microphones(\$549.99)

Xlr cables (\$300.00)

2 electro voice zlx-12bt(\$1174.88)

2 elx-200 subwoofers(\$2565.86)

2 on stage wall mounts(\$87.69)

Chavet mini Kinta irc(\$128.40)

Remote for chavet mini kinta irc(\$27.91)

Security cameras(\$630.30)

Simplisafe alarm system (\$599.99)

Leased equipment from nts

3 dart boards

Touch tunes juke box

8 mtx speakers

Amplifier above cooler

Lg tv above kitchen window

2 mtx speakers outside on patio

Leased equipment from convenient water treatment.

Water softener

Leased equipment from D&j beverage

2 big co2 tanks

2 small co2 tanks

2 soda guns

All pumps to make soda

6 long spoons
Cutting board and knife
Step stool
4 beer tap system
Warning blender

4 San jamar paper towel dispensers
3 San jamar toilet paper dispensers
4 sams club soap dispensers
4 tub sink behind bar
Green monster glass washer(\$200.00)
Ice bin behind bar
Wash sink behind bar
Beverage air dw64 cooler with slide open doors(\$3,000.00)
2 Thomson upright freezers
Point of sale iPad 7th gen
iPad mini point of sales with card swiper
Star tsp650II bar printer
12 rolls of printer paper
Epson 188b kitchen printer
30 rolls of paper
9 replacement ribbon
2 wet floor signs
Dual vtech phone

Frigidaire microwave with rack
Duke E303m steam table
Continental cold table sw48-12
American range griddle/ stove top/ grill/ oven combo
2 pitco fryers
Captive air exhaust fan
Carrol cooler walk-in cooler with slider doors lol
Carrol cooler walk-in freezer
Wash sink
3 bins dish sink 2 faucet with sprayer
Jet tech dishwasher
5 dish racks
Anvil meat slicer



Island
Bar & Grill

BUSINESS PLAN

Island BnG LLC

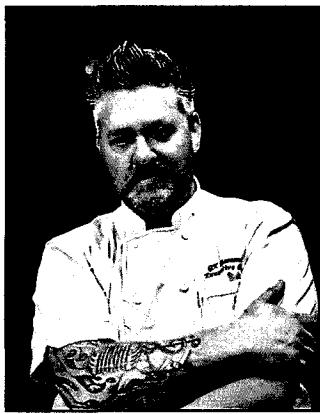
EXECUTIVE SUMMARY

The Island Bar & Grill is the twelfth restaurant build/rebuild for Executive Chef GK Gammon and the first for new business partners David and Dawn Forney of Island BnG, LLC. We will offer casual dining experience, intended to match the local community, and positioning our menu in the space between the sports bars and the white tablecloth restaurants.

BUSINESS OVERVIEW

- **Summary:** The Island Bar & Grill will be a casual neighborhood restaurant, complemented by a sophisticated, yet approachable menu of steaks, light seafood fare, burgers, and attractive appetizers. The Forneys first approached Chef GK to consult on an out-of-state restaurant purchase. We soon realized shared objectives which motivated us to partner right here in Omaha.
- **Vision:** Southwest Omaha is plentiful with fast food restaurants and sports bars; but there are few locations where one can bring a family, a soccer team or a group of friends for consistently-great, satisfying meals that aren't served in a paper bag. We will build a bar & grill where local diners will want to visit several times each month, and which will attract from the greater Omaha area through reputation.
- **Facilities:** The building in which the business will operate is a 2496 sq ft double bay with an existing U-shaped bar, walk-in refrigerator and freezer, dining room, kitchen and washrooms. The space has been operating as Island Bar & Grill for approximately 15 years under previous ownership. There are 68 seats in the dining room plus 15 at the bar. We believe there is ample space to add an additional 20 seats in the dining room for a total capacity of 103. There is good economy of space, with less than 25% devoted to the kitchen (including the walk-ins).
- **Legal Structure and Ownership:** The Island will be owned by Island BnG, LLC, a corporation organized under the laws of Nebraska and jointly owned by David and Dawn Forney.
- **Menu and Pricing:** A working copy of our planned menu is attached as Attachment 1. We will monitor item sales and modify the menu as we determine bestsellers and any unpopular items, as well as for seasonal and weekday-specific specials. We will have a full bar with familiar and local beers on tap and in bottles, also serving crafted cocktails and a selection of wine. We will offer table service for food and bar throughout the establishment. We are modeling our menu to maintain food cost of approximately 28%. Bar costs will be at industry standards for beer/wine (20% pour cost), with well, call, and premium liquor at 30%, 25%, and 15% approximate pour costs.

MANAGEMENT



GK Gammon is a certified Executive Chef from the Culinary Institute of America (Greystone in St. Helena, California) spanning nearly two decades of experience. Additional education includes a Bachelor's degree in Biology and Chemistry, as well as Serv-Safe Sanitation courses he both attended and conducted. Working as a consultant, he has assisted in the opening of five highly successful, brand new restaurant concepts, in addition to several local remodels, rebranding locations as well as three business created, owned and operated by himself and his team over the last ten years. Driven and artistic by nature, GK has roots in the Pacific Northwest, but now resides in Omaha full time and enjoys fishing, golfing and playing the guitar as a sought-after Nashville session artist. Chef GK will be the restaurant's Executive Chef and Kitchen Manager.



Dawn Forney is a warm and caring leader who is finishing a career in nursing, in which she worked in a hospital ICU with premature babies, as a school nurse, and as a clinic supervisor for Boys Town Hospital. Dawn's experience in managing a large nursing staff including staffing, scheduling and payroll will enable her to relate to people and manage daily operations within the restaurant - even with 21st century staffing challenges. In addition, Dawn has service experience waiting tables during nursing school, and also helping run her parents' country store. Dawn has a BSN from Midland College. Dawn will be the restaurant's Front of House and General Manager.

David Forney is friendly and social, with prior experience in office environments, movie theater management, as a military officer, and as an entertainer. Dave's outgoing personality is complemented by management and business ownership experience. In addition to owning and managing a professional office, David has been managing partner of an entertainment consultant company, working with musical acts, organizing wedding receptions and managing business finances. While a student, he worked several years in a commercial pizza kitchen. David has a business management bachelor's degree from University of Maryland, a graduate degree from Creighton University, and is currently a project manager for Mutual of Omaha Insurance Company – a position which he will continue to work. David will be the Office Manager and will assist with customer service and elsewhere as needed during evening and weekend hours.

MARKET ANALYSIS

- **Overview:** The Southport area in LaVista is a growing, affluent region of town. Thousands of people reside within 1 mile of the restaurant location, with an average household income of greater than \$70,000 per annum. Within a 3-mile radius are more than 50,000 people. Southport sits near the intersection of Harrison/Giles and Interstate 80, a major east-west corridor for commuters and travelers. The immediate area includes five hotels and two large corporate offices, as well as two

popular shopping destinations, Costco and Cabela's. The intersection in front of our site has a traffic signal, making it easier to turn from either direction, and increasing that possibility that stopped traffic will see our signage. The parking lot is shared with a Casey's gas station, creating an opportunity to catch the eye of commuters who have stopped to fuel-up. There is a new city-owned soccer complex 0.5 miles away.

- **Competitors** There are several food establishments and bars/grills in the area:
 - Casey's 0.0 mile – serves pizza and grab-and-go items. We intend to serve primarily eat-in customers, and will have a menu which we don't see as competing with Casey's food items.
 - PizzaWest 0.1 mile – serves pizza and alcoholic beverages. Has a menu which does not directly compete with us.
 - Beyond Golf Bar & Kitchen 0.1 mile – is our closest competition, serving food created in a scratch kitchen similar to ours. Primarily serves customers interested in their golf simulators.
 - Jimmy Johns, Burger King, Amigos, Sonic, Runza, Dunkin 0.2 mile – As fast food establishments, we don't see these as direct competitors.
 - Summer Kitchen Café 0.3 mile – Is primarily a breakfast and lunch establishment.
 - Hooters 0.9 mile – bar and grill with a Hooters girl theme.
 - Hail Varsity Club 0.9 mile – bar and grill with a sports theme and limited menu.
 - Osaka Steakhouse and Sushi Bar 1.0 mile – Japanese steakhouse with a higher price point.
 - Liquid Sunshine Taproom – bar and restaurant located within Alamo movie theater.

- **SWOT Analysis:**

| Strengths | Weaknesses | Threats |
|---|--|--|
| Chef GK Gammon has the experience, expertise, and reputation to draw and retain customers | Dave and Dawn haven't operated a restaurant before, though we believe GK's experienced guidance will temper that shortcoming | Restaurants in the area have done well with delivery and carryout business. There is opportunity to do the same |
| The building is already outfitted and will require little modification to be ready for opening | The existing bar and grill has no discernable reputation, and isn't well known, even among locals. | We can offer food that serves the market in between regular fried bar food and expensive restaurants |
| As working owners, we will have frequent insight, customer service, and problem-solving capability. | | Sarpy County is the fastest growing area in the region, creating opportunities to attract new customers |
| Our menu will be unique in the area | | We can attract new customers through better signage, direct mail, marketing to the hotels, social media, or geofence messaging |

OPERATING PLAN

We will be open six days per week for dinner, and open Saturday and Sunday for lunch. We will modify start and stop times to meet demand from special events such as televised sporting events or soccer tournaments

- **Sourcing and Order Fulfillment:** We will purchase food from bulk food wholesalers and restaurant supply stores, and beer and wine from local distributors. We may later add wines and beers from local independent sources, such as local wineries and microbreweries.
- **Payment:** We will accept cash and credit/debit card payments. We will use the existing Point-of-Sale system, which has credit card processing capability. Online orders will accept prepayment.
- **Technology:** The business will operate the existing point-of-sale system with Internet connectivity, and rely upon cloud-based accounting. We will participate with online ordering and delivery services such as Door Dash and Uber eats.
- **Key Customers:** Our key customers will be people looking for food from a scratch kitchen, and who seek entertainment in a cool venue. Those include hotel guests, soccer participants, those attending bar events such as trivia and bingo, and local residents seeking good food.

MARKETING AND SALES PLAN

Marketing will be key to our success.

- **Key Messages:** Our restaurant is a place where you can find a sophisticated, yet approachable menu in a casual, fun environment.
- **Marketing Activities:** The Island will benefit from a multi-pronged marketing approach
 - Signage – The building has a sign facing the Casey's service station; but the 15-year-old sign is dim and dirty. We will get it cleaned and better lit. There's a second sign on the back of the building, but it's not visible and illegible from any vantage point. We will seek to move the sign from the back of the building to the east side, so it faces the soccer fields. There is a sign for the nail salon on the building facing 126th street, but none for the bar and grill. This is a significant thoroughfare, so we will look at options for additional signage there.
 - Viral marketing – GK's reputation as a chef has a significant following, which will draw in people anxious to test his latest menu offerings. Dave and GK both have substantial social media followings from their time as musicians, creating opportunity for creating word-of-mouth marketing among those fans and friends.

- Chamber of Commerce – Greater Omaha’s Chamber does a good job of highlighting restaurants in the area. We will reach out to the Chamber to participate in their listings.
- Social media – There is an opportunity to create a robust presence online to attract customers and keep them apprised of our schedule, menu, and specials. David can bring his experience with social media and online presence from his previous work in the entertainment industry.
- Hotel cards – The card blanks for hotel keys are inexpensive when purchased in bulk. We will offer to supply key cards to some of the local hotels with a discount offer printed on them.
- Direct mail – We plan to send occasional mailers to homes and businesses within the area in our first year to encourage visits for special occasions such as valentine’s day.
- Website – a professional website can introduce us to potential customers, increase our search ranking on search engines, provide an opportunity to order carryout food online, and entice customers with good menu descriptions and imagery designed to encourage a visit.
- Customer loyalty program – We will introduce a customer loyalty program for purchases that will reward repeat business with free food and promotional items.

FINANCIAL PLAN

Our initial financial plan is laid out in Attachments 2, 3, and 4. For purposes of startup costs and expenses, we are projecting an opening date of Feb 1, 2023. Based on the historical data for revenue, and Chef Gammon’s knowledge of the market we are making a conservative estimate. We anticipate revenue will actually be much better.

- We estimate initial opening costs of approximately \$16,265 including food and bar inventory; and total additional nonoperational costs for the first four months of to be about \$1,390 per month, not including lease payments.
- With cash on hand and good credit availability; we believe we are positioned to cover startup, short-term wages and nonoperational costs until such time as the restaurant generates enough revenue to offset monthly expenses.



Spinach Artichoke Dip- With toasted baguette \$9

Panko Cheese Curds- With House Honey Mustard Aioli \$8

Smoked Trout Dip- Pickled Purple Onion, Creme Fraise Toasted Baguette \$10

Crab Cake- Panko breading, sweet corn relish, arugula salad, Old Bay aioli \$15

Jumbo Shrimp Cocktail with Housemade cocktail sauce \$13

Whole Roasted Artichokes- Served with Lemon Caper Aioli and Crispy Onion \$12

Farmer's Market Salad- Choice of Blue Cheese, Balsamic Vinaigrette, 1000 Island, Cusabi Ranch \$7

Caesar Salad- Chopped romaine lettuce, Caesar dressing, garlic croutons, parmesan cheese. With or without anchovies. \$9

Roasted Beet Salad- Goat cheese, red onions, toasted pecans, yuzu vinaigrette. \$11

Basil And Garlic Prawn Skewers- Basil, chili and garlic prawns, napa cabbage-bell pepper slaw & coconut cashew sauce \$12

House Burger- 1/3 hand patty with lettuce, tomato, onion and pickle with fries \$10
Or choice of side add \$2

Reuben- Corned Beef, Swiss cheese, thousand island & sauerkraut on grand central rye \$11

Chicken Curry Salad Wrap- Chicken curry salad with cashews, apples, raisins & green leaf lettuce in a flour tortilla \$10

Buffalo Chicken Caesar Wrap- Warm pulled chicken tossed in buffalo sauce, topped with Caesar dressing, romaine lettuce, onion, tomato & bleu cheese \$12

Peppered Bacon Turkey Club- Oven roasted turkey, peppered bacon, lettuce, tomato, Swiss & mayo stacked high on toasted grand central bread \$13

Panko Crusted Fish And Chips- Remoulade, cocktail sauce & Housemade fries \$14

Blackened Fish Tacos- Chipotle sauce & purple cabbage slaw on local corn tortillas topped with cilantro, served with chips \$11

BBQ Pulled Pork Tacos- Chipotle sauce & napa cabbage-bell pepper slaw on corn tortillas, served with chips \$11

Country Meatloaf- Hoisin-sriracha glaze, veg, mashed potatoes & gravy \$13

Andouille Mac N' Cheese- Creamy Tillamook cheddar & provolone sauce, andouille sausage with garlic-panko parmesan crust \$12

Chicken Fried Chicken- Panko coated with veg, mashed potatoes & gravy \$13

Herbed Cream Chicken Linguini- Cascade natural chicken, mushrooms, peas, broccoli, parmesan & basil with grilled bread \$17

Halibut Picatta- Egg battered, lemon-caper butter sauce, Housemade tagliatelle pasta \$23

Chicken Parmagiana- Marinara sauce, muenster cheese, Housemade fettuccine pasta \$17

Filet Mignon- Brushed with garlic butter. Yukon gold mashed, baby carrots, soubise sauce \$36

Dry Aged New York Strip Steak- au poivre, Served with house steak sauce, pommes frites or choice of side \$32

Sweet Warm Chocolate Brownie- Caramel sauce and vanilla ice cream (gluten free) \$7

Cinnamon Sugar Bread Pudding- Bourbon caramel sauce and vanilla ice cream \$7

ATTACHMENT 2 - PROJECTED START-UP COSTS

The Island Bar & Grill

| STARTUP COST ITEMS | MONTHS | COST/ MONTH | ONE-TIME COST | TOTAL COST |
|---|--------|--------------------|--------------------|--------------------|
| Advertising/Marketing | 2 | \$150.00 | \$200.00 | \$500.00 |
| Bar Inventory | 0 | \$0.00 | \$2,000.00 | \$2,000.00 |
| Branding | 0 | \$0.00 | \$500.00 | \$500.00 |
| Business Licenses/Permits/Fees | 0 | \$0.00 | \$1,500.00 | \$1,500.00 |
| Cash-On-Hand (Working Capital) | 0 | \$0.00 | \$0.00 | \$0.00 |
| Chemical Service (dishwasher, CO2) | 2 | \$35.00 | \$0.00 | \$70.00 |
| Communication/Telephone | 2 | \$125.00 | \$200.00 | \$450.00 |
| Computer Equipment | 0 | \$0.00 | \$500.00 | \$500.00 |
| Computer Software | 0 | \$0.00 | \$300.00 | \$300.00 |
| Consultant(s) | 0 | \$0.00 | \$0.00 | \$0.00 |
| Food Inventory | 0 | \$0.00 | \$4,000.00 | \$4,000.00 |
| Furniture & Fixtures | 0 | \$0.00 | \$750.00 | \$750.00 |
| Insurance | 2 | \$200.00 | \$0.00 | \$400.00 |
| Kitchen Equipment | 0 | \$0.00 | \$250.00 | \$250.00 |
| Leasehold Improvements | 2 | \$100.00 | \$500.00 | \$700.00 |
| Miscellaneous | 2 | \$200.00 | \$1,000.00 | \$1,400.00 |
| Clean, relight, move Signage | 0 | \$0.00 | \$2,500.00 | \$2,500.00 |
| Postage/Shipping | 2 | \$15.00 | \$15.00 | \$45.00 |
| Professional Services - Legal, Accounting | 0 | \$0.00 | \$1,500.00 | \$1,500.00 |
| Rent/Lease Payments | 2 | \$9,500.00 | \$0.00 | \$19,000.00 |
| Security Deposit(s) | 0 | \$0.00 | \$0.00 | \$0.00 |
| Supplies | 2 | \$50.00 | \$150.00 | \$250.00 |
| Utilities | 2 | \$400.00 | \$400.00 | \$1,200.00 |
| ESTIMATED START-UP BUDGET | | \$10,775.00 | \$16,265.00 | \$37,815.00 |

ATTACHMENT 3 - PROJECTED PROFIT AND LOSS - YEAR 1

The Island Bar & Grill

| REVENUE | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---------------------------|------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Food & Bar Sales | \$0 | \$35,000 | \$35,000 | \$35,000 | \$45,000 | \$45,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$495,000 |
| Less Writeoff & Discounts | \$0 | (\$175) | (\$175) | (\$175) | (\$225) | (\$225) | (\$250) | (\$250) | (\$250) | (\$250) | (\$250) | (\$250) | (\$2,475) |
| Less Delivery Fees | \$0 | (\$212) | (\$212) | (\$212) | (\$272) | (\$272) | (\$303) | (\$303) | (\$303) | (\$303) | (\$303) | (\$303) | (\$2,995) |
| Other Revenue | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Net Sales | \$0 | \$34,613 | \$34,613 | \$34,613 | \$44,503 | \$44,503 | \$49,448 | \$49,448 | \$49,448 | \$49,448 | \$49,448 | \$49,448 | \$489,530 |
| Cost of Goods Sold | \$0 | \$8,750 | \$8,750 | \$8,750 | \$11,250 | \$11,250 | \$12,500 | \$12,500 | \$12,500 | \$12,500 | \$12,500 | \$12,500 | \$123,750 |
| Gross Profit | \$0 | \$25,863 | \$25,863 | \$25,863 | \$33,253 | \$33,253 | \$36,948 | \$36,948 | \$36,948 | \$36,948 | \$36,948 | \$36,948 | \$365,780 |
| EXPENSES | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
| Chef Salary | \$0 | \$4,000 | \$4,000 | \$4,000 | \$5,000 | \$4,000 | \$4,000 | \$5,000 | \$4,000 | \$5,000 | \$4,000 | \$4,000 | \$47,000 |
| Marketing/Advertising | \$0 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$1,650 |
| Hourly Wages | \$0 | \$5,950 | \$5,950 | \$5,950 | \$7,650 | \$7,650 | \$8,500 | \$8,500 | \$8,500 | \$8,500 | \$8,500 | \$8,500 | \$84,150 |
| Lease | \$0 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$65,681 |
| Utilities | \$0 | \$400 | \$425 | \$425 | \$450 | \$450 | \$450 | \$450 | \$450 | \$450 | \$450 | \$450 | \$4,850 |
| Website Expenses | \$0 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$1,100 |
| Internet/Phone | \$0 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$1,375 |
| Insurance | \$0 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$2,200 |
| Repay Purchase Loan | \$0 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$45,518 |
| Legal/Accounting | \$0 | \$0 | \$0 | \$450 | \$0 | \$0 | \$450 | \$0 | \$0 | \$450 | \$0 | \$0 | \$1,350 |
| Office Supplies | \$0 | \$125 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$625 |
| Entertainment | \$0 | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$4,400 |
| Miscellaneous | \$0 | \$200 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$1,200 |
| Total Expenses | \$0 | \$21,759 | \$21,609 | \$22,059 | \$24,334 | \$23,334 | \$24,634 | \$25,184 | \$24,184 | \$25,634 | \$24,184 | \$24,184 | \$261,099 |
| Income Before Taxes | \$0 | \$4,104 | \$4,254 | \$3,804 | \$8,919 | \$9,919 | \$12,314 | \$11,764 | \$12,764 | \$11,314 | \$12,764 | \$12,764 | \$104,681 |
| Income Tax Expense | \$0 | \$1,231 | \$1,276 | \$1,141 | \$2,676 | \$2,976 | \$3,694 | \$3,529 | \$3,829 | \$3,394 | \$3,829 | \$3,829 | \$31,404 |
| NET INCOME | \$0 | \$2,873 | \$2,978 | \$2,663 | \$6,243 | \$6,943 | \$8,619 | \$8,234 | \$8,934 | \$7,919 | \$8,934 | \$8,934 | \$73,277 |

ATTACHMENT 4 - PROJECTED PROFIT AND LOSS - YEARS 2-5

The Island Bar & Grill

| REVENUE | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|-----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Food & Bar Sales | \$32,000 | \$40,000 | \$40,000 | \$40,000 | \$45,000 | \$45,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$542,000 |
| Less Writeoff & Discounts | (\$160) | (\$200) | (\$200) | (\$200) | (\$225) | (\$225) | (\$250) | (\$250) | (\$250) | (\$250) | (\$250) | (\$250) | (\$2,710) |
| Less Delivery Fees | (\$194) | (\$242) | (\$242) | (\$242) | (\$272) | (\$272) | (\$303) | (\$303) | (\$303) | (\$303) | (\$303) | (\$303) | (\$3,279) |
| Other Revenue | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Net Sales | \$31,646 | \$39,558 | \$39,558 | \$39,558 | \$44,503 | \$44,503 | \$49,448 | \$49,448 | \$49,448 | \$49,448 | \$49,448 | \$49,448 | \$536,011 |
| Cost of Goods Sold | \$8,000 | \$10,000 | \$10,000 | \$10,000 | \$11,250 | \$11,250 | \$12,500 | \$12,500 | \$12,500 | \$12,500 | \$12,500 | \$12,500 | \$135,500 |
| Gross Profit | \$23,646 | \$29,558 | \$29,558 | \$29,558 | \$33,253 | \$33,253 | \$36,948 | \$36,948 | \$36,948 | \$36,948 | \$36,948 | \$36,948 | \$400,511 |
| EXPENSES | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
| Chef Salary | \$5,000 | \$4,000 | \$4,000 | \$4,000 | \$5,000 | \$4,000 | \$4,000 | \$5,000 | \$4,000 | \$5,000 | \$4,000 | \$4,000 | \$52,000 |
| Marketing/Advertising | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$1,800 |
| Hourly Wages | \$5,440 | \$6,800 | \$6,800 | \$6,800 | \$7,650 | \$7,650 | \$8,500 | \$8,500 | \$8,500 | \$8,500 | \$8,500 | \$8,500 | \$92,140 |
| Lease | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$5,971 | \$71,652 |
| Utilities | \$450 | \$425 | \$425 | \$425 | \$450 | \$450 | \$450 | \$450 | \$450 | \$450 | \$450 | \$450 | \$5,325 |
| Website Expenses | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$1,200 |
| Internet/Phone | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$1,500 |
| Insurance | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$2,400 |
| Repay Loan (through year 3) | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$4,138 | \$49,656 |
| Legal/Accounting | \$1,000 | \$0 | \$0 | \$450 | \$0 | \$0 | \$450 | \$0 | \$0 | \$450 | \$0 | \$0 | \$2,350 |
| Office Supplies | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$600 |
| Entertainment | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$400 | \$4,800 |
| Miscellaneous | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$1,200 |
| Total Expenses | \$23,124 | \$22,459 | \$22,459 | \$22,909 | \$24,334 | \$23,334 | \$24,634 | \$25,184 | \$24,184 | \$25,634 | \$24,184 | \$24,184 | \$286,623 |
| Income Before Taxes | \$522 | \$7,099 | \$7,099 | \$6,649 | \$8,919 | \$9,919 | \$12,314 | \$11,764 | \$12,764 | \$11,314 | \$12,764 | \$12,764 | \$113,888 |
| Income Tax Expense | \$0 | \$2,130 | \$2,130 | \$1,995 | \$2,676 | \$2,976 | \$3,694 | \$3,529 | \$3,829 | \$3,394 | \$3,829 | \$3,829 | \$34,166 |
| NET INCOME | \$522 | \$4,969 | \$4,969 | \$4,654 | \$6,243 | \$6,943 | \$8,619 | \$8,234 | \$8,934 | \$7,919 | \$8,934 | \$8,934 | \$79,722 |