

City of Carson City  
Agenda Report

Item # 27E

Date Submitted: May 11, 2010

Agenda Date Requested: May 20, 2010

To: Board of Supervisors

Time Requested: 5 minutes

From: Office of Business Development

**Subject Title:** Action to deny by resolution the consent to a \$40,180.00 incentive to James and Jie Gotchy, owners of Lily's China Bistro in conjunction with their new remodeling project located at 1280 S. Carson Street, with the Redevelopment Authority finding that this project doesn't meet the incentive program criteria and the necessary findings set forth in NRS 279.486. (Joe McCarthy)

**Pursuant to NRS 279.628, this Resolution must be adopted by a two-thirds vote of the Board of Supervisors.**

**Staff Summary:** On May 3, 2010, the Redevelopment Authority Citizens Committee (RACC) recommended denial of incentive funding for improvements associated with the property at 1280 S. Carson Street. RACC reviewed the application and supporting material provided to measure the project's benefit to the redevelopment area as it relates to the incentive program's criteria. RACC also determined that the applicant paid for the remodel and opened the business without the assistance of a redevelopment grant, making the applicant ineligible for funding. The RDA's incentive program does not provide cost reimbursement for projects already completed prior to a hearing by the Redevelopment Authority Citizens Committee

**Type of Action Requested:** (check one)  
 Resolution       Ordinance  
 Formal Action/Motion       Other (Specify)

**Does This Action Require A Business Impact Statement:**       Yes  No

**Recommended Board Action:** I move to deny by resolution the consent to a \$40,180.00 incentive to James and Jie Gotchy, owners of Lily's China Bistro in conjunction with their new remodeling project located at 1280 S. Carson Street, with the Redevelopment Authority finding that this project doesn't meet the incentive program criteria and the necessary findings set forth in NRS 279.486.

**Pursuant to NRS 279.628, this Resolution must be adopted by a two-thirds vote of the Board of Supervisors.**

**Explanation for Recommended Board Action:** See Staff Summary

**Applicable Statue, Code, Policy, Rule or Regulation:** NRS 279.486 and 279.628.

**Fiscal Impact:** \$40,180.00 of tax increment funds available in the RDA's unspent bond

**Explanation of Impact:** Incidental to redevelopment's overall annual budget

**Funding Source:** Unspent bond proceeds associated with Redevelopment Project Area No. 1

**Alternatives:** Provide other direction

**Supporting Material:** Applicant and supporting material provided by the applicant

Prepared By: Eva Chwalisz, Management Assistant

Reviewed By: [Signature]  
(Department Head)  
[Signature]  
(City Manager)  
[Signature]  
(District Attorney)  
[Signature]  
(Finance Director)

Date: 5-7-10  
Date: 5/11/10  
Date: 5-11-10  
Date: 5/11/10

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DENIAL TO THE PAYMENT TO JAMES AND JIE GOTCHY, OWNERS OF LILY'S CHINA BISTRO OF A REDEVELOPMENT INCENTIVE FOR THE COSTS OF THE CONSTRUCTION OF A BUILDING, FACILITY, STRUCTURE OR OTHER IMPROVEMENT, AUTHORIZING THE EXPENDITURE OF MONEY FROM THE REVOLVING FUND FOR THE REDEVELOPMENT AGENCY FOR THE PAYMENT OF THE INCENTIVE AND OTHER MATTERS PROPERLY RELATED THERETO.**

**WHEREAS**, pursuant to NRS 279.486, the Carson City Board of Supervisors must consent to the payment of a redevelopment incentive for the costs of the construction of a building, facility, structure or other improvement; and

**WHEREAS**, the Carson City Redevelopment Authority has recommended to the Carson City Board of Supervisors the granting of denial to the payment of a redevelopment incentive to James and Jie Gotchy, owners of Lily's China Bistro in the amount of \$40,180.00 of the construction of the building located at 1280 S. Carson Street; and

**WHEREAS**, pursuant to NRS 279.628, the Carson City Board of Supervisors must approve by resolution, adopted by a two-thirds vote, the expenditure of money from the Revolving Fund for the Redevelopment Agency for any expenses necessary to the carrying out of the redevelopment plan adopted by the Carson City Board of Supervisors.

**NOW, THEREFORE, BE IT RESOLVED** that the Carson City Board of Supervisors hereby gives denial, as required pursuant to NRS 279.486, to the payment of a redevelopment incentive to James and Jie Gotchy, owners of Lily's China Bistro, in the amount of \$40,180.00 of the construction of the building located at 1280 S. Carson Street based upon the determination of the Carson City Board of Supervisors that the applicant paid for the remodel and opened the business without the assistance of a redevelopment grant, making the applicant ineligible for funding. The RDA's incentive program does not provide costs reimbursement for projects already completed prior to a hearing by the Redevelopment Authority Citizens Committee; and

**BE IT FURTHER RESOLVED** that the Carson City Board of Supervisors hereby denial, pursuant to NRS 279.628, the expenditure of \$40,180.00 from the Revolving Fund for the Redevelopment Agency for the payment of the redevelopment incentive to James and Jie Gotchy, owners of Lily's China Bistro.

Upon motion by Supervisor \_\_\_\_\_, seconded by  
Supervisor \_\_\_\_\_, the foregoing Resolution was passed and  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by the following vote:

AYES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Robert L. Crowell, Mayor  
Carson City, Nevada

ATTEST:

\_\_\_\_\_  
Alan Glover, Clerk  
Carson City, Nevada

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CONSENTING TO THE PAYMENT TO JAMES AND JIE GOTCHY, OWNERS OF LILY'S CHINA BISTRO OF A REDEVELOPMENT INCENTIVE FOR THE COSTS OF THE CONSTRUCTION OF A BUILDING, FACILITY, STRUCTURE OR OTHER IMPROVEMENT, AUTHORIZING THE EXPENDITURE OF MONEY FROM THE REVOLVING FUND FOR THE REDEVELOPMENT AGENCY FOR THE PAYMENT OF THE INCENTIVE AND OTHER MATTERS PROPERLY RELATED THERETO.**

**WHEREAS**, pursuant to NRS 279.486, the Carson City Board of Supervisors must consent to the payment of a redevelopment incentive for the costs of the construction of a building, facility, structure or other improvement; and

**WHEREAS**, the Carson City Redevelopment Authority has recommended to the Carson City Board of Supervisors the granting of consent to the payment of a redevelopment incentive to James and Jie Gotchy in the amount of \$40,180.00 of the construction of the building located at 1280 S. Carson Street; and

**WHEREAS**, pursuant to NRS 279.628, the Carson City Board of Supervisors must approve by resolution, adopted by a two-thirds vote, the expenditure of money from the Revolving Fund for the Redevelopment Agency for any expenses necessary to the carrying out of the redevelopment plan adopted by the Carson City Board of Supervisors.

**NOW, THEREFORE, BE IT RESOLVED** that the Carson City Board of Supervisors hereby gives consent, as required pursuant to NRS 279.486, to the payment of a redevelopment incentive to James and Jie Gotchy, in the amount of \$40,180.00 of the construction of the building located at 1280 S. Carson Street based upon the determination of the Carson City Board of Supervisors that the building is a benefit to the redevelopment area or the immediate neighborhood in the redevelopment area is located and that no other reasonable means of financing this building is available; and

**BE IT FURTHER RESOLVED** that the Carson City Board of Supervisors hereby authorizes, pursuant to NRS 279.628, the expenditure of \$40,180.00 from the Revolving Fund for the Redevelopment Agency for the payment of the redevelopment incentive to James and Jie Gotchy.

Upon motion by Supervisor \_\_\_\_\_, seconded by  
Supervisor \_\_\_\_\_, the foregoing Resolution was passed and  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by the following vote:

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Robert L. Crowell, Mayor  
Carson City, Nevada

ATTEST:

\_\_\_\_\_  
Alan Glover, Clerk  
Carson City, Nevada

# Lily's China Bistro

**Lyly's China Bistro, LLC  
1280 S. Carson Street  
Carson City, NV 89701  
775-885-8080**

February 23, 2010

Joe McCarthy, Director  
Office of Business Development  
201 N. Carson Street, Suite #1  
Carson City, NV 89701

RE.: Incentive Program Application for Redevelopment Lyly's China Bistro

Dear Mr. McCarthy,

Enclosed is our Incentive Program Application for our project located at 1280 S. Carson Street, Carson City, Nevada. As stated in our application, our redevelopment objective is to cure the blighted building and convert it to the bistro.

We are a family business attempting to open a new business. Our available capital is extremely limited amounting to \$30,000.00 only in cash the balance of the money is all borrowed short term including:

- Unsecured line of credit
- Three credit cards
- Family members

If anyone thinks this type of financing is "reasonable" for an endeavor like this, I would like to debate that opinion. However, we will be successful because of the following facts:

- ✓ We have the best location
- ✓ We offer dine in Chinese cuisine and sushi, and a potentially equally profitable drive-thru
- ✓ We have extensive experience in our respectful fields, small business operation and restaurant operation management
- ✓

Also, this redevelopment project will allow us to enhance employment opportunities by adding new employees. But, we need your help to open and produce revenue.

We are aware and agree that if our incentive fund application is approved the property is subject to a seven year declining lien in the amount of the financial incentive. We understand that the funds will not be paid until the lien has been executed.

Sincerely,

James & Jie Gotchy



**Consolidated Municipality of Carson City  
Office of Business Development**



Incentive Program Application

<b>Name of Business:</b> Lily's China Bistro		<b>Date:</b> January 25, 2010
<b>Business Address:</b> 1280 S. Carson Street, Carson City, NV 89701		
<b>Name of Tenant:</b> James & Jie Gotchy		<b>Phone Number:</b> 775-882-3609 Home 775-885-8080 Bistro # 775-450-2538 Cell #
<b>Address of Tenant:</b> 3540 E. Nye Ln., Carson City, NV 89706		<b>Fax:</b> 775-882-3609
		<b>E-mail:</b> N/A
<b>Name of Property Owner:</b> Benjamin Chayra		<b>Phone Number:</b> 775-853-1688
<b>Address of Property Owner:</b> 10114 ViaPonte, Reno, NV 89511		<b>Fax:</b> 775-882-3609
		<b>E-mail:</b>
<b>History of Development Entity:</b> Formerly Long John Silver's-closed for 3 years. Recently the Suger Plum Bakery. Now leased to Lily's China Bistro, LLC for 10 years. Building Permit issued December 24, 2009.		<b>How Development vision complies with objectives of redevelopment agency plan:</b> Takes a potential good building and puts a going business in producing sales tax revenue.
<b>Project Name:</b> Lyly's China Bistro		<b>Project Area:</b> (check one) • Area #1 <input type="checkbox"/> • Area #2 <input type="checkbox"/>
<b>Project Address / Location:</b> 1280 S. Carson Street, Carson City, NV	<b>Assessors Parcel Number:</b> 003-063-14	
<b>Bldg Size:</b> 2,085 sqft	<b>Land Area:</b> Part of Burger King parcel = 1.41 acres for both areas to be parceled in the future	

Does the applicant own an existing business?	✓ Yes and	✓ No
If yes, what is the name of the business?	<b>Gotchy Family Shoes</b>	
Number of years business has existed:	<b>25 years in CC</b>	
Number of year's business has existed under the ownership of applicant?	<b>25 years</b>	
Please attach the most recent financial reports for this business along with a credit report.	Schematic drawings of conceptual site plan.	
<ul style="list-style-type: none"> <li>Organizational structure of development entity, including delineation of lines of responsibility.</li> </ul>	<ul style="list-style-type: none"> <li>Proof of development entity ownership control, or a description of how entity intends to gain ownership control.</li> </ul>	<ul style="list-style-type: none"> <li>Breakdown of the sources and use of funds for the construction of the project.</li> <li>Pro-forma profit and loss statement for the project covering at least 5 years.</li> </ul>
Project Team: *Attach resumes for all	*Architect / *Designer	Robert Darney 883-3444
	*Contractor	Norm Denny 691-7101
	*Attorney	Sandra-Mae Pickens
	*Accountant	Pro-Balanced 246-3363
	*Project Manager	Nick Maerz 230-8169
	*Construction Manager	James Gotchy
	*Development Consultant	
Economic Impact Information	Anticipated Annual Payroll	\$94,000.00
	Description of how applicant will adhere to employment plan, if applicable.	Growth will insure current numbers of employees and require add additional employees
	Anticipated Annual Sales Tax Collections	\$29,000.00
	Anticipated Increase in Property Value (for business)	\$150,000.00

**Project Description:**

**Phase I** – will be completed on March 15, 2010. Remodeling the space to include new kitchen, hood, deep fryers, refers, ice maker, sushi counter, update existing signage.

**Phase II** –commencing in October 2010 or April 2011:

Remodel bathrooms @ \$5,000, kitchen @ \$3,900, new roof @ \$6,000, exterior sign, interior lighting L.E.D., drive thru, equipment update @ \$2,000, gas meter @ \$2,200 and other costs = **total cost of \$26,000.00**

**See attached.**

Total Tenant / Property Owner Investments	Land Acquisition:	\$	
	Site Development Costs:	\$	
	Public Improvements:	\$	
	Building Costs (Hard): <b>DEPOSITS</b>	\$7,000.00	
	Soft Costs (Professional / legal, etc.)	\$4,000.00	
	Other: <b>Lease Hold/Improvements</b>	\$65,000.00	
	Other: <b>Personal Properties</b>	\$53,000.00	
	<b>Total</b>	<b>\$129,000.00</b>	
Total Tenant Investment	Site Development Costs:	\$	%
	Public Improvements:	\$	%
	Building Costs (Hard): <b>Start-up costs</b>	\$21,000.00	%
	Soft Costs (Professional / legal, etc.)	\$	%
	Other:	\$	%
	Other:	\$	%
	<b>Total</b>	<b>\$149,000.00</b>	<b>%</b>
Total Property Owner Investment	Land Acquisition:	\$	%
	Site Development Costs: <b>Prior Bakery</b>	\$175,000.00	%
	Public Improvements:	\$	%
	Building Costs (Hard):	\$	%
	Soft Costs (Professional / legal, etc.)	\$	%
	Other:	\$	%
	Other:	\$	%
	<b>Total</b>	\$	%
<b>Total Estimated Project Cost for Tenant Phase I &amp; II</b>		<b>\$200,900.00</b>	
<b>Total Incentive Funds Requested plus Phase II \$26,000.00</b>		<b>\$40,180.00</b>	
Incentive as a % of total project		%20	
Demonstration why Redevelopment Agency funds are required for the development and evidence provided that no other reasonable means of financing is available. <b>See attached</b>			
Estimated Project Start Date		12/26/2009	
Estimated Project Completion Date		03/15/2010	
Do you have a Business Plan?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Number of years business has existed under current organization:		<b>New Business</b>	

## **PROJECT DESCRIPTION:**

### **PHASE I**

Was completed March 23, 2010. Remodeling the space includes: new kitchen, hood, deep fryer, refers, ice maker, sushi counter, updating existing signage, also, the gas meter. Many equipment repairs and other small equipment was needed.

### **PHASE II**

Commencing in October 2010 or April 2011. Remodel bathroom at \$ 2,600.00, new roof at \$7,000.00, drive thru, equipment update at \$2,500, exterior paint at \$3,850.00, new booth seating at \$ 4,800.00. Total cost of \$24.900.00

Total Tenant Investment	Site Development Costs:	\$	%
	Public Improvements:	\$	%
	Building Costs (Hard):	\$65,000.00	%
	Soft Costs (Professional / legal, etc.)	\$4,000.00	%
	Other:	\$53,000.00	%
	Other:	\$31,000.00	%
	<b>Total</b>	<b>\$160,000.00</b>	<b>%</b>
Total Property Owner Investment	Land Acquisition:	\$525,000.00	%
	Site Development Costs:	\$	%
	Public Improvements:	\$	%
	Building Costs (Hard):	\$175,000.00	%
	Soft Costs (Professional / legal, etc.)	\$	%
	Other:	\$	%
	Other:	\$	%
<b>Total</b>	<b>\$</b>	<b>%</b>	
Submittals Checklist	Please submit where applicable:		
		Architects / Designer Proposal	
		Architects / Designer Renderings or Drawings	
		Project Budget Detail	
		Site Plan	
		Lease Agreement	
		Building / Project Elevations	
		Principals and Key Individuals Resumes (see above)	
		Current financial statements, including a balance sheet and profit and loss statement with explanations regarding the valuation of assets and recognition of the revenue and expenses. Corresponding tax returns should also accompany the financial statements.	
		Identification of current banking relationships and major credit references.	
		Name, address and phone number of companies that have issued performance bonds on previous developments.	
	<ul style="list-style-type: none"> <li>• Your project must conform to all applicable codes, ordinances, and regulations as well as the common design principles established by Downtown Design Standards.</li> <li>• Construction documents describing your complete project must be submitted to the appropriate departments and agencies of the City for review and permitting prior to beginning work. In some cases, an architect and/or engineer must prepare these documents. All applicable permits must be obtained and all accompanying inspections must be successfully completed.</li> <li>• Shop drawings must also be submitted for review for all awnings, ornamental ironwork, and signs prior to beginning work.</li> </ul>		

**Acknowledgement of Application Provisions:**


- I affirm that this project will not be initiated without written commitments and completed contract with the Consolidated Municipality of Carson City.
- I affirm that this project conforms to all applicable codes, ordinances and regulations, as well as the common design principles for Downtown Carson City.
- All applicable permits will be obtained for this project and all accompanying inspections will be successfully completed to receive reimbursement.
- I affirm that I am in good standing with the Consolidated Municipality of Carson City with respect to taxes, fees, loans or other financial obligations to the City.
- If this project is selected for an incentive from the Consolidated Municipality of Carson City, I acknowledge that photographs of my property may be used in promotional materials for Downtown Carson City.

*I declare, under penalty of perjury, that I have not, in the filing of this application; willfully made any false statements nor have I made any unqualified statements that I know not to be true.*

  
 \_\_\_\_\_  
 Applicants Signature

Date

02/06/2010

  
 \_\_\_\_\_  
 Applicants Signature

02/06/2010

\_\_\_\_\_  
 Applicants Signature

**\*Note:** ALL project related invoices must be submitted for review at conclusion of the project prior to reimbursement. In addition, approved copies of required City building, sign and other permits must be submitted as a condition of reimbursement and in order for any and all liens to be released.

(For Internal Use Only)	<b>Date</b>
Application Approved:	
Project Commenced:	
Project Completed:	
Reimbursement Request submitted to Finance Department	
Reimbursement remitted to Applicant	

**James Gotchy**  
**RESUME**

**EDUCATION:**

- Bachelor Degree in Business /Marketing – UNR in 1972
- UNR Ski Team

**WORK EXPERIENCE:**

- Creator and owner of Gotchy Family Shoes in:
  1. Carson City "Carson Mall"
  2. in Downtown Reno
  3. Park Lane Mall
  4. Meadow Mall
- In 1975 License Contractor
- Previous owner of cattle ranch in Fallon, Nevada

**GOALS/SKILLS:**

- ✓ An entrepreneur
- ✓ A survivor
- ✓ Hard working
- ✓ Lover of projects
- ✓ Very productive

**FAMILY:**

Re-married with three grown children and grandchildren

**Jie Gotchy  
RESUME**

**EDUCATION:**

- Accounting Degree in China

**WORK EXPERIENCE:**

- Gotchy Family Shoes in: Carson City "Carson Mall"
- In Carson City, China East - restaurant, waitress
- In Carson City, China Chef - restaurant, waitress
- In Carson City, Mings - restaurant, waitress
- In Carson City, Bamboo Garden - restaurant, waitress
- In Vacaville, CA – restaurant, bus girl
- Company in China - accounting

**GOALS/SKILLS:**

- ✓ A survivor
- ✓ Hard working
- ✓ Lover of projects
- ✓ Very productive

**FAMILY:**

Re-married with grown child



**PRO-BALANCED**  
**BOOKKEEPING & TAX SERVICE**

PO BOX 21743, CARSON CITY, NV 89721 PH 775-246-3363 FAX 775-246-5577

March 4, 2010

Carson City Business Development  
Attn: Ava Chwalisz

To Whom it May Concern:

James and Lilly Gotchy have agreed to retain our services to prepare their financial statements and annual tax returns for Lilly's China Bistro. I have worked with James for years in his prior business and foresee a prosperous outcome for his new endeavor. If I can be of any further assistance please don't hesitate to ask.

Kelly King  
Owner

**ROBERT M. DARNEY**  
4137 Kings Canyon Rd.  
Carson City, NV 89703  
775-721-7563

**REGISTRATION:**

Nevada Registered Architect #3044  
Arizona Registered Architect #23471

**EDUCATION:**

Bachelor of Sciences/Architecture; Arizona State University  
Associate of Science in Architectural Technology; University of Nevada, Reno  
Technical degree in Architectural Drafting; Phoenix Institute of Technology

**EXPERIENCE:**

Thirty (30) years of Design and Project Management experience in a diverse variety of Gaming, Destination Resorts, Hospitality, Education, Healthcare, Entertainment, Commercial, Industrial, Government and Residential projects.

- 2005 – Present    Owner, Robert M. Darney, Architect, private practice, Carson City, NV  
Commercial, Gaming, Hospitality, Industrial, Multi-family, high end Residential.
- 1995-2005        Partner, Hannafin/Darney Architects, LLP. Carson City NV  
Commercial, Industrial, Hospitality, Government Contracts and high end Residential
- 1993 – 1995     Morris and Brown Architects, Project Architect, Reno, NV  
Entertainment, Hospitality, Commercial, specializing in large high-rise Hotel/Casinos, Gaming Vessels, and Destination Resorts.
- 1994 - 1995     Fred Dolven Architect, Project Architect, Reno, NV  
Education, Healthcare, Government Contracts
- 1990 – 1993     Peter B. Wilday, Architect, Project Architect, Reno, NV  
Entertainment, hospitality, commercial, contract interiors, and high end Residential. Specializing in Hotel/Casinos, Gaming Vessels and Destination Resorts.
- 1989 – 1990     Mentgen Associates, Architects, Project Architect, Reno, NV  
Education, University of Nevada, Reno

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- 1988 – 1989 Brock, Craig and Thacker Architects, Project Architect, Mesa, AZ.  
Education, specializing in K-12, commercial, Government Contracts.
- 1987 – 1988 Hickman, Schafer, Turley, Beck Architects, Project Architect, Mesa, AZ  
Education, specializing in K-12 schools, Government Contracts.
- 1984 – 1987 Brock, Craig and Thacker Architects, Project Manager, Mesa, AZ.  
Education, specializing in K-12 schools, commercial, Government  
Contracts.
- 1982 – 1984 Peter B. Wilday Architect, Job Captain – Draftsman, Reno, NV  
Entertainment, Hospitality, Commercial, Contrast Interiors, and high  
end Residential. Specializing in Hotel/Casinos and Destination  
Resorts.
- 1981 Aquamatic Systems Ltd., Senior Draftsman, Reno, NV  
Restaurant Kitchen Designer, Stainless Steel, Ventilation systems.
- 1980 – 1981 Dolven, Larsen, Daniels, Job Captain – Draftsman, Reno, NV  
Education, specializing in K-12 schools, commercial, Airport  
Terminals, Government Contracts.
- 1979 Guardino Architect, Draftsman, Phoenix, AZ  
Education, Commercial.

**COMMUNITY SERVICE:**

- 2001 – Present Historic Resources Commission, Vice Chairman, Carson City, NV
- 2003 Carson City Leadership Program, Class President.
- 2001 – 2005 Carson City Development Services, Appeals Committee, Vice Chairman
- 1974 – Present Boy Scouts of America, Eagle Scout, ongoing volunteer.
- 1981 Alumnus, Sigma Nu Fraternity, Delta Xi chapter, UNR

## ESTIMATE PROJECT COST

Contractor – includes all kitchen	\$52,000.00	
Project Manager	\$ 5,000.00	
Architect	\$ 2,500.00	
Leasehold Improvements	\$65,000.00	
Personal Property	\$53,000.00	
<hr/>		
TOTAL COST TO OPEN:		\$150,000.00

## SOURCE OF CREDITS

Bank of America	(\$70,000.00)	
Owner/cash	(\$92,000.00)	
<hr/>		
TOTAL DEBT:		\$162,000.00

CREDIT SCORE: 810

## ESTIMATE PROFIT & LOSS STATEMENT

The economic projections conditions for profit and loss :

1. Our business will peak in 2012 before the economy generally retreats after 2012, in the years 2013 and 2014 as the economy suffers from:
  - ✓ High interest rates and a contraction of the economy
  - ✓ An annual inflation rate of 5-8% annually
  - ✓ Increased unemployment in 2013 and 2014 after generally high rates of unemployment in 2010 through 2011. In 2012 employment will be the best year in our opinion running around 8%.
  
2. The slowing and flatter economy after 2012 will affect our bottom line as indicated in our estimates.

**ESTIMATE PROFIT & LOSS STATEMENT  
FOR 2010**

<b>Income :</b>		
Monthly average	\$30,000.00	
		\$369,000.00

<b>Expenses:</b>		
Payroll	\$108,000.00	
Rent	\$ 50,000.00	
Utilities	\$ 30,000.00	
Credit Cards	\$ 12,000.00	
Cost of food	\$ 24,000.00	
Advertising	\$ 10,000.00	
Other Payments (insurance, etc)	\$ 26,000.00	
		\$260,000.00
<b>Estimated Profit:</b>		<b>\$100,000.00</b>



**ESTIMATE PROFIT & LOSS STATEMENT  
FOR 2011**

<b>Income :</b>		
Monthly average	\$40,000.00	
		\$480,000.00

<b>Expenses: 3% Increase</b>		
Payroll	\$118,000.00	
Rent	\$ 53,000.00	
Utilities	\$ 36,000.00	
Credit Cards	\$ 16,000.00	
Cost of food	\$ 25,000.00	
Advertising	\$ 10,000.00	
Other Payments (insurance, etc)	\$ 28,000.00	
		\$286,000.00
<b>Estimated Profit:</b>		<b>\$194,000.00</b>

**ESTIMATE PROFIT & LOSS STATEMENT  
FOR 2012**

<b>Income :</b>		
Monthly average	\$45,000.00	
		<hr/> \$540,000.00
<b>Expenses: 3% Increase</b>	\$303,000.00	
		<hr/> \$303,000.00
<b>Estimated Profit:</b>		<b>\$237,000.00</b>



**ESTIMATE PROFIT & LOSS STATEMENT  
FOR 2013**

<b>Income :</b>		
Monthly average	\$40,000.00	
		<hr/> \$480,000.00
<b>Expenses: 3% Increase</b>	\$312,000.00	
		<hr/> \$312,000.00
<b>Estimated Profit:</b>		<b>\$168,000.00</b>



**ESTIMATE PROFIT & LOSS STATEMENT  
FOR 2014**

<b>Income :</b>		
Monthly average	\$35,000.00	
		<hr/> \$420,000.00
<b>Expenses: 3% Increase</b>	\$321,000.00	
		<hr/> \$321,000.00
<b>Estimated Profit:</b>		<b>\$ 99,000.00</b>

**Pinnacle Construction Consultants Inc. DbA P.C.C.I.**

**Nevada Contractor License # 0072914 Bid Limit \$ 750,000.00**

**P.O. Box 1634 Minden Nv. 89423**

**Phone 775-783-9629 Cell 775-691-7101 Fax 775-783-0076**

**Lilly's China Bistro Extra's**

**Coleman Electric 2-17-2010**

1. Repair sign circuit and time clock \$ 288.00
2. Install 220 volt circuit to dishwasher, plans show 110 volt, bigger wire and repull to box \$172.00
3. Repull circuit to walkin box, original wire was fed under slab and removed when we removed wing wall at 3 compartment sink, unknown location \$ 120.00
4. Relocate circuit to AC on roof, circuit removed during demo, unforeseen location \$ 191.00

**3-3-2010**

1. Clear trouble in drive up window lights at tenants request \$ 120.00
2. Connect solenoid to MAU ,not on plans. \$ 65.00
3. Trace wiring in parking lot at tenants request \$ 200.00
4. Install power to fluoresent light above mixer, unforeseen circuit during demo \$ 65.00
5. Add outlets for rice cooker and warmer, appliances not on plans \$ 150.00

**Total Coleman Electric \$ 1371.00**

**Olsen Heating**

- 
1. Seal ducts on roof \$ 390.00

**Total Olsen \$ 390.00**

**Gore Plumbing**

**2-17-2010**

1. Install 1" gas piping to MAU on roof, install 3/4 " drain line from MAU to downspout and water supply from water heater area to MAU. [ Not on plans or hood comparison sheet] material and labor \$ 1290.00
2. Replace spout on prep sink per request \$ 39.00
3. Assemble and install owner supplied 3 compartment sink, material and labor \$ 182.00



**Gore Plumbing Cont.**

**3-05-2010**

- 1. Bid for medium pressure gas system conversion see attached. \$ 1525.00  
Extra labor may be involved if existing system does not hold pressure**

**Total Gore Plumbing \$ 3036.00**

**ABC Fire**

- 1. Relocate ansul fire nozzles over wok area's, hood was ordered with plans dated 11-10-09  
specification sheets not received until permits were issued \$ 350.00**

**Total ABC Fire \$ 350.00**

**Total Extra's \$ 4797.00**

*Phase I*

**Pinnacle Construction Consultants Inc. Dba P.C.C.I.**

Nevada Contractor License # 0072914 Bid Limit \$ 750,000.00

P.O. Box 1634 Minden Nv. 89423

Phone 775-783-9629 Cell 775-691-7101 Fax 775-783-0076

Lilly's China Bistro

**Tenant improvement contract totals**

1. Original contract amount \$ 49,469.40
2. Change order 1 totals \$ 1,748.64
3. Change order 2 totals \$ 4,797.00

Total \$ 56,014.04

# Phase II

## Pinnacle Construction Consultants Inc. Dba P.C.C.I.

Nevada Contractor License # 0072914 Bid Limit \$ 750,000.00

P.O. Box 1634 Minden Nv. 89423

Phone 775-783-9629 Cell 775-691-7101 Fax 775-783-0076

### Proposed Estimate for Lilly's Tenant Improvements

- |   |            |
|---|------------|
| 1. Pressure wash and paint exterior of structure two color    | \$ 3850.00 |
| 2. Relocate the sink in the Men's bathroom                    | \$ 1200.00 |
| 3. Remove one sink in women's restroom install vanity         | \$ 1100.00 |
| 4. Relocate water closets in restrooms                        | \$ 4200.00 |
| 5. Sheetrock repair and texture in bathroom                   | \$ 300.00  |
| 6. Provide and install seating booths per your design         | \$ 4800.00 |
| 7. Repair all electrical lights in parking lot and drive thru | \$ 1500.00 |
| 8. Rebuild menu boards  | \$ 600.00  |

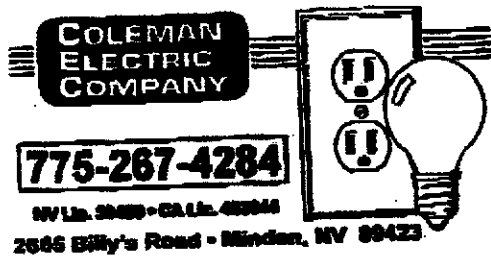
Sub Total \$ 17,550.00

Pinnacle supervision, profit and overhead 20 % \$ 3510.00

Total \$ 21,060.00

17,550  
4800  
12,750

2600  
7000  
2500  
3850  
4800  
20750  
4150  
24900  
x 20%



Sept. 25, 2009

ORIGINAL BID

Pinnacle Construction Consultants  
P.O. 1634  
Minden, NV 89423

Proposal for Lilly's China Bistro

Electrical work as listed

- |  |          |          |
|--|----------|----------|
| 1. Roof make up air unit                           | \$325.00 |          |
| 2. Item 1 change 220 circuit to 2 110 volt outlets |          | \$150.00 |
| 3. Item 2 110 volt outlet                          | \$75.00  |          |
| 4. Item 3 110 volt outlet                          | \$75.00  |          |
| 5. Item 4 x 2 110 volt outlets                     | \$150.00 |          |
| 6. Item 5 x 2 110 volt outlets                     | \$150.00 |          |
| 7. Item 9 110 volt outlet                          | \$75.00  |          |
| 8. Item 12 110 volt outlet                         | \$75.00  |          |
| 9. Item 14 110 volt outlet                         | \$75.00  |          |
| 10. Item 15 110 volt outlet                        | \$75.00  |          |
| 11. Item 16 110 volt outlet                        | \$75.00  |          |
| 12. Item 22 Hood wiring                            | \$450.00 |          |
| 13. New closet                                     | \$150.00 |          |

Total Job Amount \$ 1900.00

Thank you

Doug Coleman  
Coleman Electric Company

Second time



1/14/2010

Estimate

To: James Gotchy
3540 Eny Lane
Carson City, NV 89706
Phone: (775) 450-2538
Fax: (775) 882-3609

From: Cullincini Restaurant Supply
Dante Cullincini
973 Arden Way
Sacramento, CA 95815-3238
Phone: (916) 921-1190
Fax: (916) 921-1699

Table with 5 columns: Item, Qty, Description, Sell Each, Sell Total. Contains 14 line items for various kitchen equipment like display cases, fryers, hotplates, and stands.

direct

## James Gotchy

Item	Qty	Description	Sell Each	Sell Total
		Bus Cart, 31-3/4" x 15-3/4", (3) open shelves, push handle, stainless steel construction, casters		
		<b>Extended Total for Item No. 14:</b>	<b>\$198.00</b>	
15	1	ea <b>MINI DISPLAY WARMER</b> Hatco Model No. MDW-1X Packed: each Mini Display Warmer, counter model, one door, (3) magnetically adjustable shelves for horizontal or slanted display, thermostatic control w/rocker switch, 470W	889.00	889.00
	1	ea NOTE: Includes 24/7 parts & service assistance, call 800-558-0807		
	1	ea 120v/60/1-ph, 3.9 Amps, NEMA 5-15P		
		<b>Extended Total for Item No. 15:</b>	<b>\$689.00</b>	
17	1	ea <b>SIGN, LIGHTED</b> Winco Model No. LED-10 Packed: 5 pieces LED Sign, "Open", with dust proof cover	75.00	75.00
		<b>Extended Total for Item No. 17:</b>	<b>\$75.00</b>	
24	1	ea <b>ICE MAKER WITH BIN, CUBE-STYLE</b> Manitowoc Model No. QD-0212A Packed: each Ice Maker w/Bin, cube-style, air-cooled, self-contained condenser, up to 220-lb approximately/24 hours, 80-lb. ice storage capacity, dice size cube, front opening bin, stainless steel finish, 6' cord w/NEMA 5-15P plug, ENERGY STAR® Qualified	2,100.00	2,100.00
	1	ea 3 year parts & labor warranty		
	1	ea 5 year parts & labor warranty on evaporator		
	1	ea 5- year parts & 3- year labor warranty on compressor		
	1	ea 115v/60/1ph, std. 7.8 amps, NEMA 5-15P,		
		<b>Extended Total for Item No. 24:</b>	<b>\$2,100.00</b>	
28	1	ea <b>FOOD WARMER/BAIN MARIE, COUNTERTOP, ELECTRIC</b> Admiral Craft Model No. FW-1200W Packed: each Food Warmer, electric, countertop, base only, holds full size pan, wet heat, infinite control, stainless steel construction, 120v/60/1-ph, 1200 watts, NSF, UL	119.00	119.00
		<b>Extended Total for Item No. 28:</b>	<b>\$119.00</b>	
29	1	ea <b>RICE COOKER</b> Sharp Model No. KSH-777DW Packed: each Rice Cooker, electric, thermostatic control, one touch, automatic cook and hold up to 6 hours, 38 (raw) 8 oz cups capacity, silicone sheet helps keep rice from burning, 1700 watts, 120v/60/1-ph, 15 amp, NEMA 5-15P, NSF-4, UL	179.00	179.00
	1	ea Warranty- 1 year exchange, standard		
		<b>Extended Total for Item No. 29:</b>	<b>\$179.00</b>	
30	1	ea <b>RICE WARMER</b> Town Equipment Model No. 58919 Packed: each RiceMaster® Rice Warmer, electric, 23 quart capacity, s/s exterior finish, non-Teflon pot, 120v/60/1, .8 Amp, ETL, NSF	225.00	225.00
		<b>Extended Total for Item No. 30:</b>	<b>\$225.00</b>	
31	2	ea <b>FLOOR MAT, RUBBER</b> Winco Model No. RBM-36K Packed: 25 pieces Floor Mat, 3' x 5', anti-fatigue, black	15.00	30.00
		<b>Extended Total for Item No. 31:</b>	<b>\$30.00</b>	
32	3	ea <b>FLOOR MAT, RUBBER</b>	23.00	69.00

## James Gotchy

Item	Qty	Description	Sell Each	Sell Total
		Winco Model No. RBM-35R Packed: 25 pieces Floor Mat, 3' x 5' X 1/2", grease proof, red <b>Extended Total for Item No. 32:</b>		<b>\$69.00</b>
33	2	ea <b>GARBAGE CAN DOLLY</b> <i>拖子</i> Winco Model No. DLR-18 Packed: 12 pieces Dolly, 18" dia. x 6" H, round, heavy duty, black, plastic <b>Extended Total for Item No. 33:</b>	15.00	30.00
34	5	ea <b>TOTE BOX</b> Update International Model No. BB-5G Packed: 12 pieces <i>Tray</i> Tote Box, 16" x 20-1/2" x 5-1/4", polypropylene, grey <b>Extended Total for Item No. 34:</b>	4.00	20.00
35	10	ea <b>TOTE BOX</b> Update International Model No. BB-7G Packed: 12 pieces <i>Tray</i> Tote Box, 7", polypropylene, grey <b>Extended Total for Item No. 35:</b>	4.75	47.50
36	1	ea <b>TRASH CONTAINER</b> <i>垃圾桶</i> Update International Model No. TC-32G Packed: 6 pieces Trash Can, 32 gallon capacity, polypropylene <b>Extended Total for Item No. 36:</b>	18.00	18.00
37	1	ea <b>LOBBY DUST PAN</b> Update International Model No. LDPC-12BP Packed: 10 pieces Lobby Dust Pan, 12" black plastic hopper, 34" aluminum handle <b>Extended Total for Item No. 37:</b>	5.25	5.25
38	1	ea <b>MOP BUCKET/WRINGER COMBINATION</b> <i>拖地桶</i> Update International Model No. MBK-9 Packed: each Mop Bucket w/Wringer, 36 quart bucket, PP material, yellow <b>Extended Total for Item No. 38:</b>	31.00	31.00
39	2	ea <b>MOP HANDLE</b> Update International Model No. PSH-60SL Packed: 24 pieces Wet Mop Handle, 60" long, plastic side release, metal handle, blue <b>Extended Total for Item No. 39:</b>	3.00	6.00
40	12	ea <b>WET MOP HEAD</b> Update International Model No. MOP#32CE Packed: 12 pieces Mop Head, 680 grams, cut ends <b>Extended Total for Item No. 40:</b>	2.63	31.56
41	2	ea <b>DISHWASHER RACK, FOR FLATWARE</b> Crestware Model No. RBFS Packed: 6 pieces Dishwasher Flatware Rack Base, flat and open, thick mesh bottom, chemical resistant polymers, handgrips <b>Extended Total for Item No. 41:</b>	12.95	25.90
42	2	ea <b>DISHWASHER RACK, PLATES/BOWLS</b> Crestware Model No. RBPT Packed: 6 pieces Dishwasher Plate & Tray Rack, peg, closed-end, chemical resistant polymers, handgrips <b>Extended Total for Item No. 42:</b>	12.95	25.90
43	3	ea <b>SERVING TRAY</b> Update International Model No. GT-1400BK Packed: 12 pieces Tray, 14" round, grip tight, black	2.40	7.20

## James Gotchy

		<b>Extended Total for Item No. 43:</b>		<b>\$7.20</b>	
44	2	ea	<b>PAN RACK</b>		
			Update International Model No. APR-20 Packed: each	100.00	200.00
			Pan Rack, 20 tiers, aluminum		
		<b>Extended Total for Item No. 44:</b>		<b>\$200.00</b>	
45	15	ea	<b>BUN PAN</b>		
			Winco Model No. ALXP-1826 Packed: 12 pieces	5.49	82.35
			Sheet Pan, 18" x 26", aluminum, NSF		
		<b>Extended Total for Item No. 45:</b>		<b>\$82.35</b>	
46	6	ea	<b>THERMOMETER, REFRIG/FREEZER</b>		
			Update International Model No. THRE-20 Packed: 24 pieces	2.00	12.00
			Refrigerator Thermometer, 2" dial, NSF		
		<b>Extended Total for Item No. 46:</b>		<b>\$12.00</b>	
47	3	ea	<b>POCKET THERMOMETER</b>		
			Update International Model No. THP-550 Packed: 24 pieces	2.00	6.00
			Pocket Thermometer, 50° to 550°F, 1" dial, red sleeve, NSF		
		<b>Extended Total for Item No. 47:</b>		<b>\$6.00</b>	
48	3	ea	<b>SOAP DISPENSER</b>		
			Update International Model No. SD-32 Packed: 12 pieces	5.00	15.00
			Soap Dispenser, 32 oz., push button, wall mounted		
		<b>Extended Total for Item No. 48:</b>		<b>\$15.00</b>	
49	3	ea	<b>SOAP DISPENSER</b>		
			Update International Model No. SD-20 Packed: 24 pieces	3.00	9.00
			Soap Dispenser, 20 oz., push up, wall mount		
		<b>Extended Total for Item No. 49:</b>		<b>\$9.00</b>	
50	3	ea	<b>DISPENSER, PAPER TOWEL</b>		
			Update International Model No. TD-MFOLD Packed: 10 pieces	9.00	27.00
			Paper Towel Dispenser, multi-fold		
		<b>Extended Total for Item No. 50:</b>		<b>\$27.00</b>	
51	1	ea	<b>CHEMICALS: CLEANER</b>		
			Glass Pro Model No. DIS-302 Packed: case	7.95	7.95
			Sanitizer Test Strips Dispenser, chlorinated strips, 100 strips per dispenser		
		<b>Extended Total for Item No. 51:</b>		<b>\$7.95</b>	
52	1	ea	<b>WORK TABLE, 36" LONG</b>		
			Ascend Mfg. Model No. EWT-2438	109.00	109.00
			Economy Worktable, 24" deep x 36" long, 430 series s/s top with all edges turned down, galvanized undershelf & legs, adjustable bullet feet, shipped knock-down, NSF		
		<b>Extended Total for Item No. 52:</b>		<b>\$109.00</b>	
54	1	ea	<b>WORK TABLE, 96" LONG</b>		
			Ascend Mfg. Model No. EWT-3098	229.00	229.00
			Economy Worktable, 30" deep x 96" long, 430 series s/s top with all edges turned down, galvanized undershelf & legs, adjustable bullet feet, shipped knock-down, NSF		
		<b>Extended Total for Item No. 54:</b>		<b>\$229.00</b>	
55	1	ea	<b>WORK TABLE, 72" LONG</b>		
			Ascend Mfg. Model No. EWT-3072	159.00	159.00
			Economy Worktable, 30" deep x 72" long, 430 series s/s top with all edges turned down, galvanized undershelf & legs, adjustable bullet feet, shipped knock-down, NSF		



James Gotchy

Extended Total for Item No. 55: \$159.00

56	1	ea	<b>FOOD MIXER</b>	2,100.00	2,100.00
Custom Model No. UP30 30 quart Mixer. 2.0 HP. 16 lbs flour capacity. Comes with safety guard, whip, flat beater, dough hook and stainless steel mixing bowl.					

Extended Total for Item No. 56: \$2,100.00

57	1	ea	<b>MEAT GRINDER ATTACHMENT</b>	100.00	100.00
AllPoints Foodservice Parts & Supplies Model No. 26-3753 Attachment Assembly, for #12 hub, includes: ring, worm & cylinder, (CCC item GR-112)					

Extended Total for Item No. 57: \$100.00

58	1	ea	<b>MEAT GRINDER ATTACHMENT</b>	375.00	375.00
AllPoints Foodservice Parts & Supplies Model No. 78-1240 Complete Grater/Shredder Attachment, fits #12 hub, includes: housing, door, pusher and slicer plate w/ "S" knife, (CCC item GR-123)					

Extended Total for Item No. 58: \$375.00

59	1	cs	<b>ICE TEA/COOLER GLASS</b>	64.15	64.15
Libbey Glass Inc. Model No. 2369 Packed: 3 dozen Cooler Glass, 15-1/2 oz., Safedge rim, LEXINGTON, (H 5-7/8"; T 2-7/8"; B 2-7/8"; D 2-7/8")					

3 dozen per case  
 Extended Total for Item No. 59: \$64.15

ALSO added

3 - RACKS 6x6 for glasses  
 2 - BATHROOM SIGNS

Merchandise	12,542.76
Freight	600.00
<b>Total</b>	<b>13,142.76</b>

*4.78% x*

*58.32*

*beer impression*  
*LG 1604 Pilsner*

\*\*Cullincini, Inc. - dba: Cullincini Restaurant Supply requires 100% pre-payment of purchase to secure interest in equipment or supplies.

\*\* Unless in stock. Most equipment orders can take anywhere from 2-8 weeks.

\*\* Delivery does not include installation of any equipment.

\*\* Inside delivery is contingent upon accessibility.

\*\* Freight Damage: If you choose to accept delivery via Freight Carrier, you are required to inspect equipment immediately upon delivery. Any damage should be noted on freight bill and you should immediately call freight company to schedule an inspection.

\*\* Warranty: All new equipment comes with manufactures warranty. No additional warranty is expressed or implied. Some manufacturers offer extended warranties, however, these are options that should be mentioned to your salesman.

\*\* No Warranty of any kind on USED EQUIPMENT.

\*\* Returns: New equipment can be returned up to 10 days from purchase, if, it is unused. If you use it or install it, you cannot return it. There will be a 30% restocking fee. Special orders cannot be returned. Used equipment cannot be returned.

\*\* Prices as quoted are good for 15 days.

VISA OR MASTERCARD ACCEPTED

*Bristol Valley*  
*G 8564 SR*  
*G 8541 SR*

*beer 1 order 16oz*  
*white 1 order 8 1/2 oz*  
*Wims red 8 1/2 oz*

COPY

STATE OF NEVADA

ROSS MILLER  
Secretary of State



SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Certified Copy

August 14, 2009

**Job Number:** C20090814-1525  
**Reference Number:**  
**Expedite:**  
**Through Date:**

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20090618383-10	Articles of Organization	1 Pages/1 Copies



Respectfully,

Handwritten signature of Ross Miller.

ROSS MILLER  
Secretary of State

Certified By: Nita Hibshman  
Certificate Number: C20090814-1525  
You may verify this certificate  
online at <http://www.nvsos.gov/>

Commercial Recording Division  
202 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138



ROSS MILLER  
 Secretary of State  
 206 North Carson Street  
 Carson City, Nevada 89701-4299  
 (775) 684 5708  
 Website: www.nvsos.gov

**Articles of Organization**  
**Limited-Liability Company**  
 (PURSUANT TO NRS CHAPTER 86)

Filed in the office of <i>[Signature]</i> Ross Miller Secretary of State State of Nevada	Document Number <b>20090618383-10</b> Filing Date and Time <b>08/14/2009 12:30 PM</b> Entity Number <b>E0438392009-6</b>
--	---

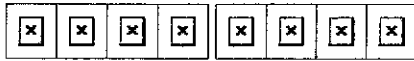
USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

<b>1. Name of Limited-Liability Company:</b> (must contain approved limited-liability company wording; see instructions)	Lily's CHINA BISTRO LLC	Check box if a Series Limited-Liability Company <input type="checkbox"/>
<b>2. Registered Agent for Service of Process:</b> (check only one box)	<input type="checkbox"/> Commercial Registered Agent: _____ Name <input checked="" type="checkbox"/> Noncommercial Registered Agent <b>OR</b> <input type="checkbox"/> Office or Position with Entity (name and address below) (name and address below) <u>JAMES Gotchy TRUSTEE OF THE JAMES L. GOTCHY TRUST</u> Name of Noncommercial Registered Agent <b>OR</b> Name of Title of Office or Other Position with Entity <u>1280 S. CARSON ST. CARSON CITY Nevada 89701</u> Street Address City State Zip Code <u>3540 E. NYE LN. CARSON CITY Nevada 89706</u> Mailing Address (if different from street address) City State Zip Code	
<b>3. Dissolution Date:</b> (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual): _____	
<b>4. Management:</b> (required)	Company shall be managed by: <input type="checkbox"/> Manager(s) <b>OR</b> <input checked="" type="checkbox"/> Member(s) (check only one box)	
<b>5. Name and Address of each Manager or Managing Member:</b> (attach additional page if more than 3)	1) <u>JAMES Gotchy TRUSTEE OF THE JAMES L. GOTCHY TRUST</u> Name <u>3540 E. NYE LN. CARSON CITY NV 89706</u> Street Address City State Zip Code 2) <u>Jie Gotchy</u> Name <u>3540 E. NYE LN. CARSON CITY NV 89706</u> Street Address City State Zip Code 3) _____ Name _____ Street Address City State Zip Code	
<b>6. Name, Address and Signature of Organizer:</b> (attach additional page if more than 1 organizer)	<u>JAMES Gotchy</u> <input checked="" type="checkbox"/> <u>JAMES Gotchy</u> Name Organizer Signature <u>3540 E. NYE LN. CARSON CITY NV 89706</u> Address City State Zip Code	
<b>7. Certificate of Acceptance of Appointment of Registered Agent:</b>	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/> <u>JAMES Gotchy</u> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity <b>8-12-2009</b> Date	

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 DLLC Articles Revised on 7-1-08



**MAPQUEST.**

Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.

★ **1280 S Carson St**  
Carson City, NV 89701-5231



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## ESTIMATE PROJECT COST

Contractor – includes all kitchen	\$52,000.00	
Project Manager	\$ 5,000.00	
Architect	\$ 2,500.00	
Leasehold Improvements	\$65,000.00	
Personal Property	\$53,000.00	
<hr/>		
TOTAL COST TO OPEN:		\$150,000.00

## SOURCE OF CREDITS

Bank of America	(\$70,000.00)	
Owner/cash	(\$92,000.00)	
<hr/>		
TOTAL DEBT:		\$162,000.00

CREDIT SCORE: 810

## ESTIMATE PROFIT & LOSS STATEMENT

The economic projections conditions for profit and loss :

1. Our business will peak in 2012 before the economy generally retreats after 2012, in the years 2013 and 2014 as the economy suffers from:
  - ✓ High interest rates and a contraction of the economy
  - ✓ An annual inflation rate of 5-8% annually
  - ✓ Increased unemployment in 2013 and 2014 after generally high rates of unemployment in 2010 through 2011. In 2012 employment will be the best year in our opinion running around 8%.
  
2. The slowing and flatter economy after 2012 will affect our bottom line as indicated in our estimates.

**ESTIMATE PROFIT & LOSS STATEMENT  
FOR 2010**

<b>Income :</b>	
Monthly average	\$30,000.00
	<hr/>
	\$369,000.00
 <b>Expenses:</b>	
Payroll	\$108,000.00
Rent	\$ 50,000.00
Utilities	\$ 30,000.00
Credit Cards	\$ 12,000.00
Cost of food	\$ 24,000.00
Advertising	\$ 10,000.00
Other Payments (insurance, etc)	\$ 26,000.00
	<hr/>
	\$260,000.00
<b>Estimated Profit:</b>	<b>\$100,000.00</b>



**ESTIMATE PROFIT & LOSS STATEMENT  
FOR 2011**

<b>Income :</b>	
Monthly average	\$40,000.00
	<hr/>
	\$480,000.00
 <b>Expenses: 3% Increase</b>	
Payroll	\$118,000.00
Rent	\$ 53,000.00
Utilities	\$ 36,000.00
Credit Cards	\$ 16,000.00
Cost of food	\$ 25,000.00
Advertising	\$ 10,000.00
Other Payments (insurance, etc)	\$ 28,000.00
	<hr/>
	\$286,000.00
<b>Estimated Profit:</b>	<b>\$194,000.00</b>

**ESTIMATE PROFIT & LOSS STATEMENT  
FOR 2012**

<b>Income :</b>		
Monthly average	\$45,000.00	
		<hr/> \$540,000.00
<b>Expenses: 3% Increase</b>	\$303,000.00	
		<hr/> \$303,000.00
<b>Estimated Profit:</b>		<b>\$237,000.00</b>



**ESTIMATE PROFIT & LOSS STATEMENT  
FOR 2013**

<b>Income :</b>		
Monthly average	\$40,000.00	
		<hr/> \$480,000.00
<b>Expenses: 3% Increase</b>	\$312,000.00	
		<hr/> \$312,000.00
<b>Estimated Profit:</b>		<b>\$168,000.00</b>



**ESTIMATE PROFIT & LOSS STATEMENT  
FOR 2014**

<b>Income :</b>		
Monthly average	\$35,000.00	
		<hr/> \$420,000.00
<b>Expenses: 3% Increase</b>	\$321,000.00	
		<hr/> \$321,000.00
<b>Estimated Profit:</b>		<b>\$ 99,000.00</b>



**NOTICE OF  
ASSESSED VALUATION**  
THIS IS NOT A TAX BILL - IT IS A NOTICE OF  
VALUE ONLY

DAVID A DAWLEY  
CARSON CITY ASSESSOR  
201 N CARSON ST STE 6  
CARSON CITY, NV 89701  
(775) 887-2130  
www.carson-city.nv.us

PRE-SORTED  
FIRST CLASS  
US POSTAGE PAID  
CARSON CITY, NV  
PERMIT # 188

DISTRICT	APPRAISAL YEAR	MAILING DATE
2.4	2006	11/30/09
<u>THIS FISCAL YEAR</u>		<u>NEXT FISCAL YEAR</u>
<u>2009-10</u>		<u>2010-11</u>
<u>ASSESSED VALUES</u>		<u>ASSESSED VALUES</u>
<u>LAND</u>		<u>LAND</u>
31,500		26,250
<u>STRUCTURES, ETC</u>		<u>STRUCTURES, ETC</u>
2,877		2,641
<u>PERSONAL PROPERTY</u>		<u>PERSONAL PROPERTY</u>
<u>EXEMPTIONS</u>		<u>EXEMPTIONS</u>
<u>ASSESSED TOTAL</u>		<u>ASSESSED TOTAL</u>
34,377		28,891
<u>TAXABLE TOTAL</u>		<u>TAXABLE TOTAL</u>
98,220		82,546
<u>VALUE EXCLUDED FROM</u>		<u>VALUE EXCLUDED FROM</u>
<u>PARTIAL ABATEMENT</u>		<u>PARTIAL ABATEMENT</u>

PARCEL NUMBER: 008-491-05

PROPERTY LOCATION:  
3320 SURREY LN

*SURREY*

Abatement Status: RENTAL

SEE OTHER SIDE FOR ADDITIONAL INFORMATION.

YOUR PROPERTY TAX BILL IS CAPPED, NOT YOUR ASSESSED VALUE

GOTCHY, JAMES L TRUST 11/5/04  
% JAMES L GOTCHY, TRUSTEE  
3540 E NYE LN  
CARSON CITY, NV 89706

*Proposed Property collateral to secure  
the Redevelopment Funds.*

*the property is owned free & clear with  
no liens, unencumbered.*

*this single family residence is currently  
a rental property.*

# FINANCIAL STATEMENT FOR

## LEASE APPLICATION JAMES GOTCHY

\* Do not leave any questions unanswered. Please use "N/A" or "NONE" where necessary.

*Jie Gotchy HAS  
ONLY 1 Automobile  
NO OTHER ASSETS*

Return to: Coldwell Banker Commercial Premier Broker  
Attn: **Nicholas Maerz**  
223 S Division St  
Carson City, NV 89703  
phone 775-888-6165  
fax 775-888-6201

*Spouse's*

### General Information

*FINANCIAL STATEMENT  
FOR*

Applicant Name:		Spouse Name:	<b>JAMES L. GOTCHY</b>	
Lessee Name:		State Inc.'d:	Year Inc.'d:	
Lease Guarantor:		Federal I.D. Number:		
DBA/Trade Name:		Email:		
Notice Address:		City, State, Zip:		
Home Phone:		Fax:		

### Employment Information (Applicant)

Present Employer:		How Long:	
Work Address:		City, State, Zip:	
Work Phone:		Position:	

Do you plan to leave this job within the next year?  Yes  No

Sources of Income	In Even Dollars
Salary	
Bonuses and Commissions	
Dividends	
Real Estate Income	
Other Income (Itemize)	
<b>TOTAL</b>	

### Employment Information (Spouse)

Present Employer:	<i>See Jie Gotchy's</i>	How Long:	
Work Address:	<i>APPLICATION</i>	City, State, Zip:	
Work Phone:		Position:	

Does your spouse plan to leave this job within the next year?  Yes  No



# Spouse's INFORMATION

Liabilities	In Even Dollars
Notes Payable: This Bank (See Schedule A)	
Notes Payable: Other Institutions (See Schedule A)	
Notes Payable: Relatives <i>Helen Gotchy TRUST</i>	<i>376 K AT .03.6%</i>
Notes Payable: Others <i>B OF A Line of credit</i>	
Accounts and Bills Due <i>Acct # [REDACTED]</i>	<i>10K</i>
Unpaid Taxes <i>45K Avail-Line of credit</i>	
Real Estate Mortgages Payable (See Schedule C) <i>B OF A EMERALD MORTGAGE</i>	<i>Balance 60K</i>
<i>N/A</i> Land Contracts Payable (See Schedule C) <i>[REDACTED]</i>	
Life Insurance Loans (See Schedule D) <i>NONE N/A</i>	
Other Liabilities (Itemize) <i>note payable 4 mo. left on 3320 Surrey note to Cyr</i>	<i>1,200. owed</i>
<b>TOTAL LIABILITIES (B)</b>	<b>447 K</b>

Net Worth	
Total Assets (A)	<i>835 K</i>
(Total Liabilities) (B)	<i>447 K</i>
<b>TOTAL NET WORTH</b>	<b>388 K</b>

**Schedule A: Banks, Brokers, Savings & Loan Association, Finance Companies or Credit Unions**  
List the names of all the institutions at which you maintain a deposit account and/or where you have obtained loans.

Name of Institution	Name on Account	Balance on Deposit	High Credit	Amount Owing	Monthly Payment	Secured by What Assets?
<i>B OF A</i>	<i>JAMES Gotchy</i>	<i>4K</i>	<i>45K</i>	<i>10K</i>	<i>\$ 28.</i>	<i>UNSECURED</i>
<i>BANK OF Gotchy FAMILY</i>		<i>11K</i>				
<b>TOTAL</b>		<b>15K</b>	<b>TOTAL</b>	<b>10K</b>		

**Schedule B: U.S. Governments, Stocks (Listed & Unlisted), Bonds (Gov't & Comm.), and Partnership Interests (General & Ltd.)**

No. of Shares, Face Value (Bonds), or % of Ownership	Indicate: 1. Agency or name of company issuing security or name 2. Type of investment or equity classification 3. Basis of valuation*	In Name of	Market Value*	Pledged	
				Yes	No
<i>NONE</i>	<i>N/A</i>			<input type="checkbox"/>	<input type="checkbox"/>
<i>"</i>	<i>"</i>			<input type="checkbox"/>	<input type="checkbox"/>
<i>"</i>	<i>"</i>			<input type="checkbox"/>	<input type="checkbox"/>
<i>"</i>	<i>"</i>			<input type="checkbox"/>	<input type="checkbox"/>
<i>"</i>	<i>"</i>			<input type="checkbox"/>	<input type="checkbox"/>
<b>TOTAL</b>					

*NO 401K*

\*If unlisted security or partnership interest, provide current financial statements to support basis for valuation.

JAMES L. Gotchy TRUST

Schedule C: Real Estate Owned (and Related Debt, if Applicable)

Description of Property or Address	Title in Name of	Date Acquired	Cost + Improvements	Present Market Value	Mortgage or Land Contract Payable		
					Bal. Owning	Mo. Pmt.	Holder
EMERALD/RAND	"	2005	90K	190K	60K	\$712.	B of A
SURREY/CC	"	3-2002	65K	80K	1K	33.	CYR
3520 E WY/CC	"	9-2002	(cost)				
3530 "	"	"	229K	565K	376K	1156.	Helan Gotchy TR
3540 "	"	"	116K				
TOTAL			500K	835K	437K	2201.	

Schedule D: Life Insurance Carried

Name of Company	Face Amount	Cash Surrender Value	Loans	Beneficiary
NONE N/A				
TOTAL	0	-		

The information is presented as a true and accurate statement of my/our financial condition on the date indicated. This statement is provided for the purpose of obtaining and maintaining credit with Kimco Realty Corporation. I/we agree that if any material change(s) occur(s) in my/our financial condition that I/we will immediately notify Kimco Realty Corporation of said change(s) and unless Kimco Realty Corporation is so notified, it may continue to rely upon this financial statement and the representations made herein as a true and accurate statement of my/our financial condition.

I/we authorize Kimco Realty Corporation to make whatever credit inquiries it deems necessary in connection with this financial statement. I/we authorize and instruct any person or consumer reporting agency to furnish to Kimco Realty Corporation any information that it may have or obtain in response to such credit inquiries.

I/we also hereby certify that no payment requirements listed herein are delinquent or in default except as follows; if "NONE" so state.

*James L. Gotchy*

I/we fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statements concerning any of the above facts, pursuant to 18 U.S.C. Section 1014.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_ Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Spouse Signature *James Gotchy* Date 3-5-09 Social Security # ~~XXXXXXXXXX~~ Date of Birth 7-26-47



**7. ORDINANCES AND STATUTES.** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, be deemed a breach of this Lease.

**8. MAINTENANCE, REPAIRS, ALTERATIONS.** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee will, at his or her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating and air conditioning installations, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all repairs required during the term of the lease, except the following which will be maintained by Lessor: roof, exterior walls, structural foundations ~~(including any retrofitting required by governmental authorities)~~ and the following: None. Tenant Shall take possion in it's "AS IS" condition, all work required shall be at the sole expense of the Tenant.

Lessee  will,  will not maintain the property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be maintained by Lessor.

No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least **two (2) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.

**9. ENTRY AND INSPECTION.** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time **within sixty (60) days** prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.

**10. INDEMNIFICATION OF LESSOR.** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.

**11. POSSESSION.** If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within 30 days of the commencement term in Item 1.

**12. LESSEE'S INSURANCE.** Lessee, at his or her expense, will maintain plate glass, public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: \_\_\_\_\_ per occurrence and \_\_\_\_\_ aggregate. Lessee will provide Lessor with a Certificate of insurance showing Lessor as additional insured. The policy will require **ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.**

**13. LESSOR'S INSURANCE.** Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.

**14. SUBROGATION.** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation against each other which might otherwise exist.

**15. UTILITIES.** Lessee agrees that he or she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises, except: None

**16. SIGNS.** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld, and of appropriate governmental authorities.

**17. ABANDONMENT OF PREMISES.** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

**18. CONDEMNATION.** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that either party may, at his or her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor, except that Lessee will be entitled to retain any amount awarded to him or her for his or her trade fixtures and moving expenses.

**19. TRADE FIXTURES.** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his or her trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.

Lessee JG has read this page.

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- 20. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the premises during the term, from any cause except acts or omission of Lessee, Lessor will promptly repair the premises, provided that such repairs can be reasonably made within sixty (60) days. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days**, this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period**.
- 21. **HAZARDOUS MATERIALS.** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by lessee's use of the premises.
- 22. **INSOLVENCY.** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.
- 23. **DEFAULT.** In the event of any breach of this Lease by Lessee, Lessor may, at his or her option, terminate the Lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his or her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, that portion of any leasing commission paid by Lessor and applicable to the unexpired term of the lease.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

These provisions will not limit any other rights or remedies which Lessor may have.

- 24. **SECURITY.** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.
- 25. **DEPOSIT REFUNDS.** The balance of all deposits will be refunded **within thirty (30) days** (or as otherwise required by law), from date possession is delivered to Lessor or his or her authorized agent, together with a statement showing any charges made against the deposits by Lessor.
- 26. **ATTORNEY FEES.** In any action, arbitration, or other proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fee, expert witness fees, and costs.
- 27. **WAIVER.** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.
- 28. **NOTICES.** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective **five (5) days after mailing**, or on personal delivery, or when receipt is acknowledged in writing.
- 29. **HOLDING OVER.** Any holding over after the expiration of this Lease, with the consent of Owner, will be a month-to-month tenancy at a monthly rent equal to the preceding month's rent plus                     , payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party terminates the tenancy by giving the other party **thirty (30) days written notice**.
- 30. **TIME.** Time is of the essence of this Lease.
- 31. **HEIRS, ASSIGNS, SUCCESSORS.** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.
- 32. **OPTION TO RENEW.** Provided that Lessee is not in default in the performance of this Lease, Lessee will have the option to renew the Lease for an additional term of 260 months commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease will apply during the renewal term, except that the monthly rent will be the sum of \$ Market which will be adjusted after commencement of the renewal term in accordance with the cost of living increase provision set forth in Item 2.  
The option will be exercised by written notice given to Lessor **not less than 90 days** prior to the expiration of the initial Lease term. If notice is not given within the time specified, this Option will expire.
- 33. **AMERICANS WITH DISABILITIES ACT.** The parties are alerted to the existence of the Americans With Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.

Lessee JG has read this page.

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34. **LESSOR'S LIABILITY.** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.

35. **ESTOPPEL CERTIFICATE.**

(a) On ten (10) days' prior written notice from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing: [1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee: [1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

36. **SUBORDINATION.** This Lease, at Lessor's option, will be subordinate to any mortgage, deed of trust, or other security now existing or later placed upon the property; provided, however, that Lessee's right to quiet possession will not be disturbed if Lessee is not in default on the payment of rent or other provision of this lease.

37. **ENTIRE AGREEMENT.** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this Lease:

- Exhibit A: Duty Owed
- Exhibit B: Consent to Act

38. **ADDITIONAL TERMS AND CONDITIONS.** a. Addendum #1 (List of Equipment) the equipment shall be purchased in a separate Bill of sale.  
b. Tenant shall have conditions to terminate the lease without cause. 1. A death to one of the owners. 2. An act of God surcomstance, (pandemic). c. Rent shall commence One (1) month from Certificate of Occupancy, (shall equal to One (1) months free rent). d. Addendum #2 (Detailed Terms and Conditions, Future Development).

The undersigned Lessee acknowledges that he or she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee Jie Li Gotchy Date 9-29-2009 Lessee \_\_\_\_\_ Date \_\_\_\_\_  
Lily's China Bistro, LLC Jie Li Gotchy - Managing Member

Receipt for deposit acknowledged by \_\_\_\_\_ Date \_\_\_\_\_  
Nicholas Maerz

**ACCEPTANCE**

The undersigned Lessor accepts the foregoing Offer and agrees to lease the premises on the terms and conditions set forth above.

**NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.**

The Lessor agrees to pay to Coldwell Banker Commercial Caly & Associates, the Broker in this transaction, the sum of \$ \_\_\_\_\_ for services rendered and authorizes Broker to deduct said sum from the deposit received from Lessee.

~~In the event the Lease is extended for a definite period of time or on a month-to-month basis after expiration of the original term, Lessor will pay to Broker an additional commission of \_\_\_\_\_ % of the total rental for the extended period. This commission will be due and payable at the commencement of the extended period if for a fixed term, or if on a month-to-month basis, at the termination of Lessee's occupancy or one year, whichever is earlier.~~

In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

Lessor Benjamin Chayra Date 10/1/09 Lessor \_\_\_\_\_ Date \_\_\_\_\_  
Benjamin Chayra Lydia Chayra

Lessor's Address 10114 Via Ponte Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Reno, NV 89511 E-mail \_\_\_\_\_

Lessee acknowledges receipt of a copy of the accepted Lease on (date) \_\_\_\_\_ [ ] [ ]  
(initials)

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**ADDENDUM NO.**

**#1**

To Agreement dated 09-29-2009, between Benjamin Chayra and Lydia Chayra,  
and Lily's China Bistro, LLC - Jie Li Gotchy, Managing Member, concerning property located at  
1280 S Carson St Carson City, NV 89701

The parties agree as follows:  
List of Kitchen Equipment:

Lined area for listing kitchen equipment.

This Addendum, upon its execution by both parties, is made a part of the above Agreement.  
If checked  this Addendum is of no force or effect unless executed by all parties and delivered prior to  
(date) \_\_\_\_\_ (time) \_\_\_\_\_  a.m.  p.m., to \_\_\_\_\_  
(Name of Party)

Seller/Lessor \_\_\_\_\_ Date \_\_\_\_\_  
Benjamin Chayra

Seller/Lessor \_\_\_\_\_ Date \_\_\_\_\_  
Lydia Chayra

Buyer/Lessee \_\_\_\_\_ Date \_\_\_\_\_  
Lily's China Bistro, LLC Jie Li Gotchy - Managing Member

Buyer/Lessee \_\_\_\_\_ Date \_\_\_\_\_

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Rev. by \_\_\_\_\_  
Date \_\_\_\_\_



ADDENDUM NO.

#2

To Agreement dated 09-29-2009, between Benjamin Chayra and Lydia Chayra, and Lily's China Bistro, LLC - Jie Li Gotchy, Managing Member, concerning property located at 1280 S Carson St Carson City, NV 89701

The parties agree as follows:

A) Rate shall be based on the following; Rate shall be \$1.65/Square Foot Monthly. Subsequent years 2 - 10 of the original term shall reflect 3% annual increases. Rent for option periods shall be at market rents at that time, and shall be determined by a rent survey and by mutual agreement of the parties. One (1) free month and there after a monthly rate of \$3,440.25 per month, for the remaining Eleven (11) months of the year One (1) year (1-12 months) as a NNN lease, plus all CAM fees. B) Upon Certificate of Occupancy. Target completion date is estimated at 30 - 60 days after Lease Execution. C) Commencement of Rent, Tenant shall occupy premises Upon Certificate of Occupancy, with rent to commence Thirty (30) days after Certificate of Occupancy in the amount of \$3,440.25. D) Common Area Maintenance, be paid by Tenant based on a cost per SqFt and is in addition to the base rent. CAM fees to be paid each month. All CAM Expenses shall reflect actual expenses and shall be reconciled at the end of each calendar year. Landlord shall be responsible for the maintenance and general repair of the exterior wall, roof, and shall be maintained in a proper working condition. E) Tenant agrees to pay all expenses including but not limited to: electrical, gas, janitorial, trash, phone, and cable for the premises which they occupy. Tenant shall be responsible for HVAC maintenance, landscaping, and snow removal. F) Tenant shall take possession AS IS, with the following changes to be provided by Landlord, shall provide replacement landscaping for dead plants, Tenant to provide detailed drawings approved by the Carson City and Nevada Health Department jurisdictions, and ADA restroom shall be in working order. Tenant and Landlord shall split the cost associated to make both walk-in freezer and refrigerator to proper working order. The Tenant shall make all additional necessary improvement to conduct business operations. G) Landlord reserves the right to develop the current site. In the event the Landlord exercises its right to develop the site Tenant shall be provided no less than 180 days notice. Landlord shall give Tenant the first choice of unit(s) within the new development, at the Tenants current Lease Rate at that time. Tenant shall be provided a unit comparable in size, features, and functionality to the Tenant current leased space. While the Landlord acknowledges that there will be an impact to the Tenant the Landlord will conduct the construction of new development in a manner that should impact the Tenant in the least amount as possible. Any interruption to the Tenants ability to conduct normal business the Tenant will not be charges rent. H) Signage shall be at Tenants sole Expense. I) Tenant shall have the right to sub-divide or sublease the premises with Landlord's approval, such a sub-lease shall not release Tenant from any of its obligations provided herein. Tenant shall Have First Right of Refusal. J.G

This Addendum, upon its execution by both parties, is made a part of the above Agreement.

If checked [ ] this Addendum is of no force or effect unless executed by all parties and delivered prior to (date) (time) [ ] a.m. [ ] p.m., to Nicholas Maerz (Name of Party)

Seller/Lessor Benjamin Chayra 10/1/09 Benjamin Chayra

Date

Seller/Lessor Lydia Chayra

Date

Buyer/Lessee Jie Gotchy Lily's China Bistro, LLC Jie Li Gotchy - Managing Member

Date 9-29-2009

Buyer/Lessee

Date

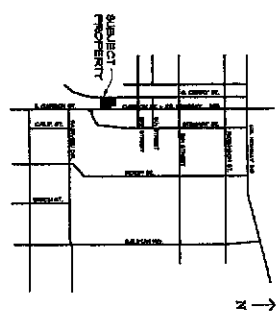
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Rev. by Date

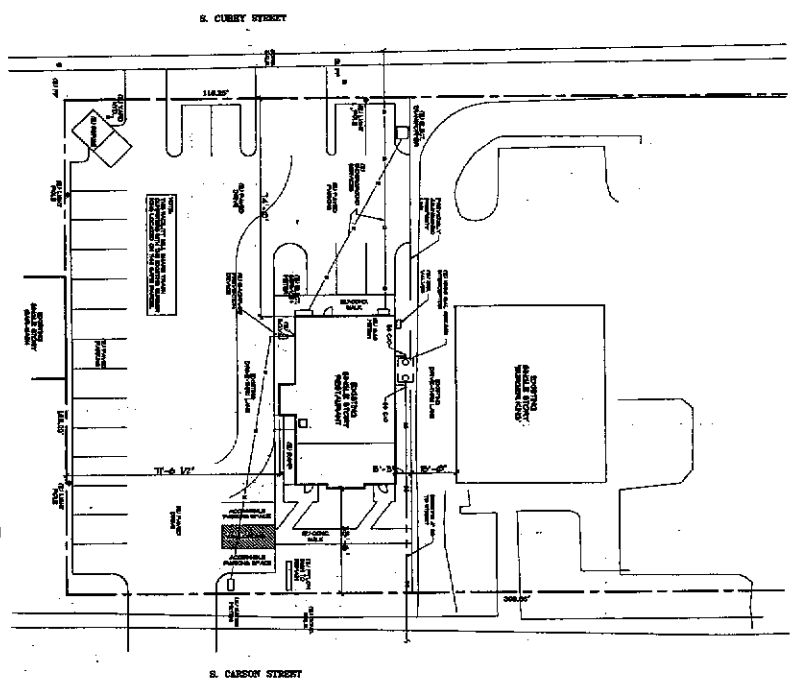


A NEW TENANT IMPROVEMENT FOR:  
**LILY'S CHINA BISTRO**  
 1280 S. Carson Street  
 Carson City, Nevada 89701

VICINITY MAP



SITE PLAN



CONSULTANTS:

**OWNER:** Mr. Douglas Gray  
 801 N. Peppere  
 Reno, Nevada 89511  
 Phone: (775) 853-1828

**ARCHITECT:** Robert M. Darney, Architect  
 1971 California St.  
 Carson City, Nevada 89701  
 Phone: 893-3444  
 NV License # 9264

**GENERAL CONTRACTOR:** Private Construction  
 P.O. Box 834  
 Minden, NV 89423  
 Phone: 783-3825  
 NV Lic. # 20724 B-7  
 LR#11: 18/2202

**ELECTRICAL CONTRACTOR:** Colton Electric Co., LLC  
 3636 Reservoir Way, Suite 34  
 Carson City, NV 89702  
 Phone: 361-4244  
 NV Lic. # 36763A C-2A  
 LR#11: 18/2202

**PLUMBING CONTRACTOR:** Same Plumbing  
 1643 Crockett Dr.  
 Minden, NV 89423  
 Phone: 361-3366  
 NV Lic. # 2824 C-1  
 LR#11: 18/2202

**MECHANICAL CONTRACTOR:** Olson Heating & Air Conditioning, Inc.  
 1044 1/2 St. Rd.  
 Minden, NV 89423  
 Phone: 361-3441  
 NV Lic. # 2003706 C-2/B/C/D  
 LR#11: 18/2202

**PROJECT MANAGER:** Commercial Development Properties  
 1971 California Street, Carson City, NV 89701  
 1971 US Hwy 50 N. # 10-231  
 Gardnerville, NV 89442  
 Phone: 780-0485

DRAWING INDEX

TS TITLE SHEET SITE & VICINITY MAP  
 M 1200 PLAN  
 M 1201 PLAN  
 M 1202 PLAN  
 M 1203 PLAN  
 M 1204 PLAN  
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 M 1300 PLAN

CODE DATA

**PROJECT AFR:** 003-083-014  
**ZONING:** DC  
**ADOPTED CODES:** 2007 NNA  
 2006 IRC, IPC, UPC, UMC, IECC  
 2006 NEC, 2003 ANSI

**FLOOR AREA:** 1,984 sq.ft.  
**OCCUPANCY GROUP:** A-2  
**OCCUPANT LOAD FACTOR:** Restaurant: 15  
 Kitchen: 200  
**OCCUPANT LOAD:** Restaurant: 298 sq. ft. / 9  
 Kitchen: 200 sq. ft. / 9  
 Total sqm Occupant load: 41

**ACTUAL SEATING:** 36  
**CONSTRUCTION TYPE:** V-B  
**BUILDING HEIGHT:** 1 STORY  
**FIRE SPRINKLERS:** NO  
**FIRE ALARM SYSTEM:** NO

**DEFERRED SUBMITTALS:**  
 1. Fire Suppression System  
 2. Signage  
 3. Landscape changes

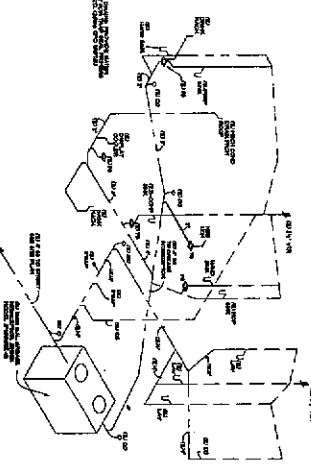
**ROBERT M. DARNEY ARCHITECT**  
 Design Development Planning  
 1971 CALIFORNIA STREET, CARSON CITY, NV 89701  
 775-853-3444 (775) 853-3444 FAX  
 E-MAIL: darneyarch@stoglobal.net

PROJECT: A TENANT IMPROVEMENT FOR:  
**LILY'S CHINA BISTRO**  
 1280 SOUTH CARSON STREET  
 Carson City, Nevada 89701

PROJECT TITLE: **TITLE SHEET & SITE PLAN**

DATE: 11-18-09  
 DRAWN BY: BMD  
 CHECKED BY: BMD  
 DESIGNED BY: BMD  
 SCALE: AS NOTED  
 SHEET: TS

**PLUMBING SCHEMATIC**  
NO SCALE



**EQUIPMENT SCHEDULE**

NO.	DESCRIPTION	QTY	UNIT	MANUFACTURER	NOTES
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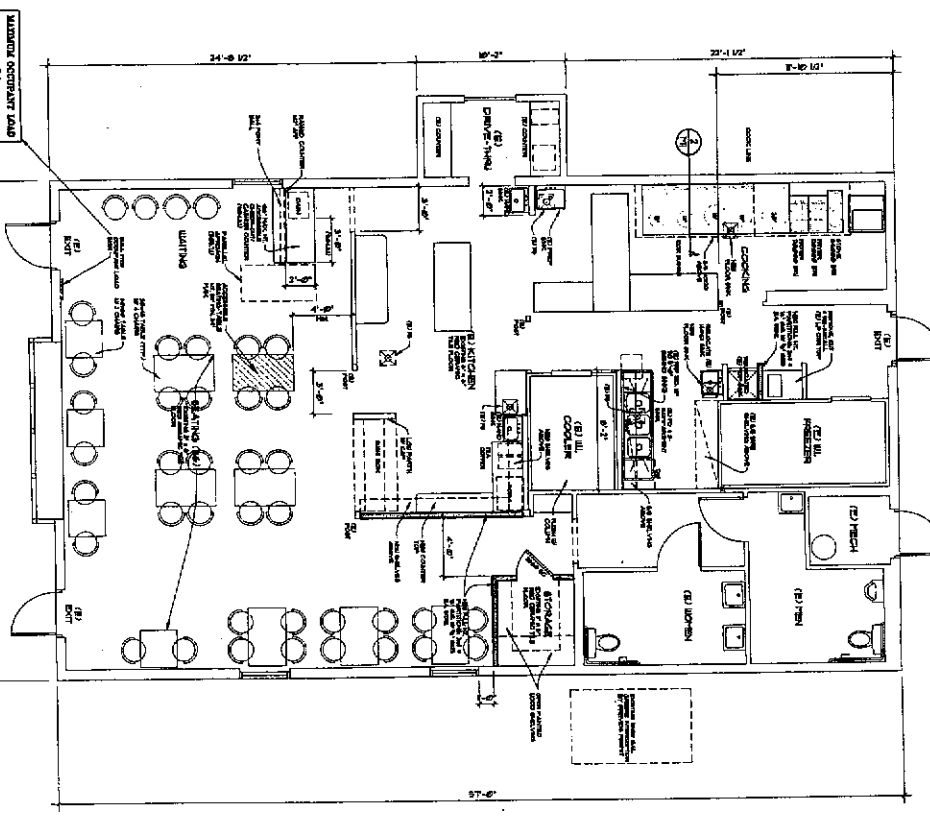
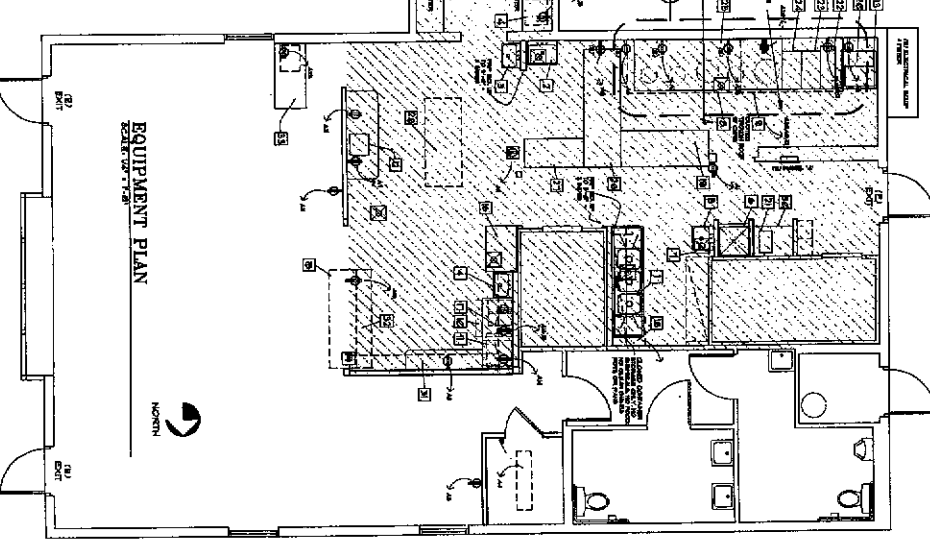
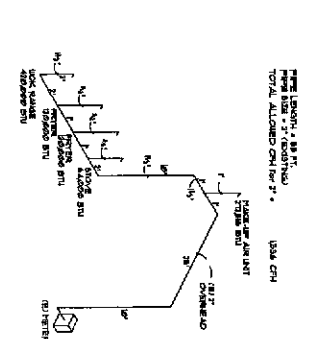
**FLOOR PLAN**  
SCALE 1/8" = 1'-0"

NO.	DESCRIPTION	QTY	UNIT	MANUFACTURER	NOTES
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**FLOOR PLAN NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL WALLS ARE 1/2" THICK UNLESS OTHERWISE NOTED.
3. ALL FLOOR FINISHES ARE TO BE DETERMINED BY THE OWNER.
4. ALL CEILING FINISHES ARE TO BE DETERMINED BY THE OWNER.
5. ALL DOORS ARE TO BE 3'-0" WIDE UNLESS OTHERWISE NOTED.
6. ALL WINDOWS ARE TO BE 3'-0" WIDE UNLESS OTHERWISE NOTED.
7. ALL LIGHT FIXTURES ARE TO BE 1'-0" DIA. UNLESS OTHERWISE NOTED.
8. ALL SINKS ARE TO BE 18" DIA. UNLESS OTHERWISE NOTED.
9. ALL STOVE COOKTOPS ARE TO BE 30" WIDE UNLESS OTHERWISE NOTED.
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100. ALL STOVE COOKTOPS ARE TO BE 30" WIDE UNLESS OTHERWISE NOTED.

**GAS SCHEMATIC**  
NO SCALE



- ELECTRICAL SYMBOLS**
- 1. 200 AMP SERVICE
  - 2. 100 AMP SERVICE
  - 3. 50 AMP SERVICE
  - 4. 25 AMP SERVICE
  - 5. 15 AMP SERVICE
  - 6. 10 AMP SERVICE
  - 7. 5 AMP SERVICE
  - 8. 15 AMP SERVICE
  - 9. 20 AMP SERVICE
  - 10. 30 AMP SERVICE
  - 11. 40 AMP SERVICE
  - 12. 50 AMP SERVICE
  - 13. 60 AMP SERVICE
  - 14. 75 AMP SERVICE
  - 15. 100 AMP SERVICE
  - 16. 150 AMP SERVICE
  - 17. 200 AMP SERVICE
  - 18. 250 AMP SERVICE
  - 19. 300 AMP SERVICE
  - 20. 400 AMP SERVICE
  - 21. 500 AMP SERVICE
  - 22. 600 AMP SERVICE
  - 23. 750 AMP SERVICE
  - 24. 1000 AMP SERVICE

**ROBERT M. DARNEY ARCHITECT**

Design Development Planning  
 007 W. Winde Lane, Suite 1 CARSON CITY, NV 89703  
 PHONE: (775)883-8444 FAX: (775)883-8447  
 E-MAIL: darneyaroh@stglobal.net

**REVISIONS**

NO.	DATE	DESCRIPTION
1	11-8-08	ISSUE FOR PERMIT
2	11-8-08	ISSUE FOR PERMIT
3	11-8-08	ISSUE FOR PERMIT
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## Office of Business Development

201 North Carson Street, Suite 2  
Carson City, Nevada 89701

Date: May 11, 2010  
To: Redevelopment Authority/Board of Supervisors  
From: Joe McCarthy, Director  
Subject: Staff report for the May 20, 2010 meeting

On May 3, 2010, the Redevelopment Authority Citizens Committee (RACC) reviewed several project applications requesting redevelopment incentives and made the following recommendations in accordance with redevelopment policies and procedures:

1. Award, contingent upon funds being available, Luann and Warren Tucker a redevelopment incentive grant in the amount of \$37,364.00 to support upgraded exterior improvements associated with their construction of a new building at 303 Fleischmann Way. This new building will allow Luann's existing physical therapy practice to expand. The Tuckers intend to apply the incentive funds requested to help with exterior improvements and aesthetic upgrades to the new building and property including landscaping, sidewalks and lighting, signage and so forth. This redevelopment project strengthens the stability of an existing downtown business, improves the visual impact of the area and adds to the downtown mix of commercial activity.
2. Award, contingent upon funds being available, Two Rivers NV, LLC a redevelopment incentive of \$18,000 to support exterior improvements associated with the second phase of construction of a new building at 310 South Nevada Street. This new building is a multiple use office complex. Two Rivers NV, LLC requested the grant to supplement the costs associated with the next phase of adding exterior improvements to its new office building and property including landscaping, signage, fencing, lighting and associated public improvements. This redevelopment project has the intent to improve the visual impact of the area while adding new commercial activity.
3. Award, contingent upon funds being available, the Brewery Arts Center a redevelopment grant of \$20,000 to pay for a portion of the engineering costs essential to the planning and development of its proposed new arts and culture campus. As stated in its application, the BAC is meeting all its regulatory requirements within required timeframes as it also launching a capital campaign to fund to eventually project.
4. Deny the incentive request of the owners and operators of Lily's China Bistro, James and Jie Gotchy to help the cost of their improvements associated with the remodeling and reopening of an Asian restaurant in the space formerly Long John Silver's fast food restaurant. This

new restaurant is currently open for business. The applicants want to apply incentive funds requested to pay off costs incurred with the rehabilitation of the property and apply some of the funding to a second phase planned for later this year. RACC pointed out that the applicants have already paid for the remodel and opened the business without the assistance of a redevelopment grant, making the applicant ineligible for funding. The RDA's incentive program does not provide costs reimbursement for projects already completed prior review and consideration by RACC.

5. RACC recommended awarding Carson Rendezvous, Inc. a special events grant of \$6,000.00, "an expense incidental in carrying out the redevelopment plan, "in support of this year's 27<sup>th</sup> annual Rendezvous, "A Salute to the Pony Express." The applicant had requested \$10,000.00 in special events funding. Last year, the Redevelopment Authority awarded Carson Rendezvous, Inc a special events grant of \$7,500.00. The year previous, 2008, Carson Rendezvous Inc received a grant of \$4,500.00.

As part of its process in reviewing the current incentive applications, RACC made the following findings, as specified in NRS Chapter 279 and our redevelopment policies and procedures:

- (1) The buildings, facilities, structures or other improvements are of benefit to the redevelopment area; and
- (2) No other reasonable means of financing those buildings, facilities, structures and other improvements are available.

RACC also took into account the following factors:

1. Whether the buildings, facilities, structures or other improvement are likely to:
  - o Encourage the creation of new businesses or other appropriate development;
  - o Create jobs or other business opportunities for nearby residents;
  - o Increase local revenues from desirable sources;
  - o Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located;
  - o Possess attributes that are unique, either as to type of use or level of quality and design;
  - o Require for their construction, installation or operation the use of quality and design;
  - o Require for their construction, installation or operation the use of qualified and trained labor; and
  - o Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements; and
2. The opinions of persons who reside in the redevelopment area or the immediate neighborhood in which the redevelopment area is located.

As a helpful guideline when considering the second finding of "no other reasonable means of financing those buildings, facilities, structures and other improvements are available," RACC used the following summary of the City of Las Vegas Redevelopment Authority's criteria:

1. An inducement for new business/property owner to locate or existing businesses/property owner to remain within the redevelopment area in which the



business/property owner would ordinarily choose to develop or locate outside the redevelopment area if the incentive were not required.

2. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business/property owner would ordinarily embark on/develop or redevelop.
3. There is a lack of rehabilitation in the area and it is deemed unreasonable for the business/property owner to invest in improving the area unless an incentive is granted.
4. The exterior of the improvements to the property or business does not have a direct affect on the revenues; therefore making such an investment by a customary financial institution is not viewed as acceptable.
5. The visual improvement of the property or addition of the business/operation to the area is so dramatic that it is a catalyst for economic development in the area.