

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA

IN THE MATTER OF:) Case No: BK 17-81147
)
NEBFYNEDYNE 15, INC.,)
) CHAPTER 11
)
Debtor)

**NEBFYNEDYN 15, INC.'S MOTION FOR ORDER APPROVING PRIVATE
SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S PROPERTY OF THE
ESTATE FREE AND CLEAR OF LIENS AND ENCUMBRANCES PURSUANT
TO 11 U.S.C. §363(b) and (f)**

COMES NOW the debtor-in-possession, NEBFYNEDYNE 15, INC., (the "Debtor"), in the above Chapter 11 case, and hereby moves, pursuant to 11 U.S.C. §§363(b) and (f), and Bankruptcy Rule 6004(c) for authority to sell the estate's interest in the substantially all of the Debtor's assets free and clear of all liens, claims, mortgages, security interests, charges, encumbrances, and other interests to STEAK AND VINE, INC., a Nebraska Corporation for a total sum of \$150,000.00. The matters set forth herein constitute core proceedings pursuant to 28 U.S.C. §157(b)(2)(N). In support of this Motion, the Debtor respectfully states as follows:

1. On August 15, 2017, the Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code.
2. The Debtor operates a restaurant located at 16920 Wright Plaza #118, Omaha, Nebraska.
3. The Debtor employs approximately twenty employees.
4. On or about November 2, 2015 the Debtor purchased the Debtor's assets by entering into an Asset Purchase Agreement with Louie's Wine Dive Registration & Licensing LLC, a Kansas limited liability company and began operations under the tradename Louie's Wine Dive.
5. On or about January 20, 2016, the Debtor entered into a Loan and Security Agreement with First State Bank (the "Loan Agreement"). Under the Loan Agreement, First State Bank was granted certain liens and security interest in substantially all of the assets of the Debtor. The outstanding principal balance under the Loan Agreement was

approximately \$131,403.00 as of the petition date.

6. On or about December 13, 2016 the Debtor entered into a Uniform Commercial Listing Contract For Sale with NP Dodge Management Company, d/b/a NIA NP Dodge (the "Listing Agreement"). The listing agreement was extended by agreement to December 31, 2017. NIA NP Dodge marketed the sale of the Debtor's business from January 1, 2017 through August 15, 2017. Neither the Debtor nor NIA NP Dodge received any purchase offers prior to August 15, 2017.
7. The Debtor has used equipment used in the operation of its business. On or about July 29, 2017 Chris Thackray, an experience appraiser, appraised the assets of the Debtor. Attached hereto and incorporated herein by reference as Exhibit B is a true and correct copy of the Mr. Thackray's appraisal. Mr. Thackray states that the fair market value of the Debtor's equipment, including food and beverage inventories, to be 43,275.00.
8. On or about September 1, 2017 the Debtor received an asset purchase offer from STEAK AND VINE, INC. for the purchase price of \$150,000.00. The offer seeks to purchase substantially all of the assets of the Debtor and the Bankruptcy Estate. Said purchase offer was memorialized into a Contract for Purchase of Assets between STEAK AND VINE, INC. and the Debtor. That attached hereto as Exhibit A and incorporated herein by reference as Exhibit A is a true and correct copy of the Contract for Purchase of Assets (the "Purchase Contract").
9. STEAK AND VINE, INC. is a Nebraska Corporation incorporated by Mark Kitson and all outstanding shares of STEAK AND VINE, INC. are owned by Mark Kitson.
10. The liens and the security interest of First State Bank encumber the assets of the estate and the assets subject to the Purchase Contract. The Debtor is not aware of any other creditor that holds or claims to hold a perfected lien or security interest in the assets subject to the Purchase Contract.

11. That 11 U.S.C. §363(f) provides:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

The proposed sale of the property is greater than the aggregate value of all liens on such property. Thereby providing the statutory basis under 11 USC §363(f)(3)

That First State Bank has consented to the sale of property, provided that the security interest of First State Bank is paid in full at closing.

12. The closing agent shall pay in full the balance of fund owed by the debtor under the Loan Agreement with First State Bank. The closing agent shall also pay any reasonable costs or expenses incurred by the closing agent.
13. Any proceeds remaining after payment of the First State Bank loan shall be paid into the Debtor in Possession account at First State Bank.
14. The net value of the remaining assets is estimated at less than \$2,000.00.
15. There are numerous business justifications for disposing of estate assets before a disclosure statement has been approved or a plan confirmed.
16. On or about September 12, 2017 Louie's Wine Dive Registration & Licensing, LLC demanded that the Debtor refrain from holding itself out to be a Louie's Wine Dive to the general public. Removal of the current Louie's Wine Dive signage will adversely impact the value of the Debtor's Estate, reducing the value of the assets, and make a sale of the assets difficult.
17. A swift disposition of the Debtor's assets will provide for the removal of the Louie's Wine Dive Registration & Licensing, LLC signage as demanded by Louie's Wine Dive Registration & Licensing, LLC.

18. A swift disposition of the Debtor's assets will permit the purchaser to continue operations of the business with little or no loss of valuable staff and employees.
19. A swift disposition of the Debtor's assets will provide the Debtor's current employees with a new employer, without loss of wages.
20. A swift disposition of the Debtor's assets will provide the estate with funds which can be utilized to pay the claims of the estate.
21. To remedy the possibility of the Buyer failing to execute the sale contract and the diminution in value of the assets, an Order granting this Motion should be effective immediately without a stay of enforcement pursuant to Federal Rule of Bankruptcy Procedure Rule 6004(h).

WHEREFORE, Debtor moves the Court for an Order approving and authorizing the sale of substantially all of the debtor's assets to STEAK AND VINE, INC., free and clear of liens and encumbrances in accordance with the terms set forth in this motion.

DATED: October 5, 2017

NEBFYNEDYNE 15, INC., Debtor


By: /s/Bruce C. Barnhart

Bruce C. Barnhart, #19967
519 Bel Air Plaza
12100 West Center Road
Omaha, Nebraska 68144
Telephone (402) 934-4430
Attorney for Debtor

NOTICE OF FILING
NEBFYNEDYN 15, INC.'S MOTION FOR ORDER APPROVING PRIVATE
SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S PROPERTY OF THE
ESTATE FREE AND CLEAR OF LIENS AND ENCUMBRANCES PURSUANT
TO 11 U.S.C. §363(b) and (f)

and

NOTICE OF TIME FOR FILING RESISTANCES/OBJECTIONS

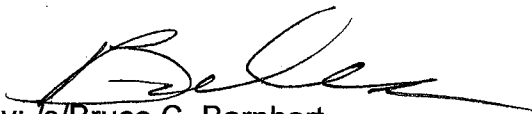
TO: All Creditors and Interested Parties:

You are hereby notified that the Debtor herein has filed a **MOTION FOR ORDER APPROVING PRIVATE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S PROPERTY OF THE ESTATE FREE AND CLEAR OF LIENS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §363(b) and (f)**, a copy of which is attached hereto.

You are further notified that you have until October 26, 2017 to file an objection to the above referenced Motions/Applications with the Clerk of the Bankruptcy Court, and to serve a copy of said Objection upon the undersigned Attorney. If no objections are filed, then the Motion/Application shall be approved without further hearing, If a timely objection is filed and served the Court will schedule a hearing for consideration of the Motion/Application and any objection or objections thereto.

DATED: October 5, 2017

NEBFYNEDYNE 15, INC., Debtor


By: /s/Bruce C. Barnhart

Bruce C. Barnhart, #19967
519 Bel Air Plaza
12100 West Center Road
Omaha, Nebraska 68144
Telephone (402) 934-4430
Attorney for Debtor

CERTIFICATE OF SERVICE

I hereby certify that on October 5, 2017, I electronically filed the foregoing with the Clerk of the Bankruptcy Court using the CM/ECF system, and further certify that on the same date I mailed by United States Postage Service, postage prepaid, the above mentioned documents to the non-CM/ECF participants named on the current matrix and the below listed parties.



/s/Bruce C. Barnhart

Internal Revenue Service
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
Philadelphia, PA 19101-7346

CONTRACT FOR PURCHASE OF ASSETS

THIS AGREEMENT is made and entered into on September 1, 2017 by and between NEBFYNDYN15, INC., a Nebraska corporation (hereinafter referred to as "Seller") and STEAK AND VINE, INC., a Nebraska corporation, of 12568 Yates Street, Omaha, Nebraska 68164 (hereinafter referred to as "Buyer"). Seller owns and operates a restaurant/bar business (herein referred to as the "Business") located at 16920 Wright Plaza #118, Omaha, Nebraska, 68164, and Seller wishes to sell to Buyer, and Buyer wishes to purchase, certain assets of the business, on the terms and conditions set forth in this agreement.

Accordingly, the parties hereby contract and agree as follows:

1. **ASSETS TO BE SOLD.** Subject to the terms and conditions of this Agreement, and in consideration of the mutual promises and agreements herein contained, Seller hereby agrees to sell, transfer, and deliver to Buyer, and Buyer hereby agrees to purchase, the following described rights, property, and assets (collectively the "Assets"), free and clear of all liens and encumbrances:

- A) **Fixed Assets.** consisting of restaurant and bar equipment and furnishings, office equipment, computer software, office furniture, as more particularly described and set forth on that certain list marked Exhibit "A" and attached hereto; and
- B) **Inventory and Supplies.** Any and all of the Seller's inventory of food, alcohol, and related items that are held for sale to the customers of the Business on hand at the date of Closing (collectively, "Inventory"); and Any and all of the Seller's restaurant supplies, office supplies, cleaning supplies, paper products, and similar items on hand at the date of Closing (collectively, "Supplies"). Seller agrees to maintain the Inventory, subject to sales in the ordinary course of business, in the same state as it exists on execution of this Agreement at the date of Closing. All creditors of Seller who have provided Inventory or Supplies shall be paid in full for such amounts as may be due them at or prior to Closing. and
- C) **Intangible Assets.** consisting of customer list, and business telephone number [(402) 884-8946], and other intangible assets associated with Seller's restaurant/bar business (the "Acquired Business").

2. **EXCLUDED ASSETS.** The following assets of the Business are excluded from the purchase and sale: Cash, any items bearing trade names, trade marks or logos associated with "LOUIE'S WINE DIVE©." Dishwashing machines and ice machine are leased and are excluded from the sale.

3. **CONSIDERATION.** Buyer shall pay the sum of \$150,000 to Seller as the total purchase price for the Acquired Business, payable as follows:

- a. Buyer has heretofore delivered to Seller's agent, the sum of \$1,000 (the "Deposit"). The Deposit shall stand as security for Buyer's performance of its obligations under this contract. The Deposit shall be returned to Buyer in the event that this contract is not accepted by Seller within the time stated in Section 15 hereof, or in the event any of the conditions specified in Section 5 shall not have been satisfied within the time required.
- b. The balance, in the amount of \$149,000 plus or minus the inventory adjustment amount determined as provided in paragraph 3.c., to be paid in cash or equivalent or by assumption of liabilities at or prior to the time of Closing.
- c. The Purchase Price shall be adjusted down or up (as the case may be) to the extent that the aggregate cost basis of the Seller's saleable product inventory as of the close of business on the day preceding the Closing Date is less than \$3,000 or more than \$5,000.

Seller and Buyer shall each cooperate with the other in the filing of an information statement when and as required by regulations issued pursuant to Section 1060(b) of the Internal Revenue Code of 1986, as amended.

4. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to Buyer as of the date of this Agreement as follows:

(a) Seller is a corporation having its principal office and place of business in Omaha, Douglas County, Nebraska and has the necessary power and authority to enter into this Agreement and to perform the obligations to be performed by it hereunder.

(b) This Agreement is valid and binding upon Seller and enforceable in accordance with its terms. The execution and delivery of this Agreement by Seller do not, and the consummation of the transactions contemplated hereby and the performance by Seller of the provisions of this Agreement will not, violate any provisions of any agreement to which Seller is a party.

(c) At the closing, Seller will be the sole and unconditional owner of, and have good and marketable title to, its assets and properties, including the Assets reflected as being owned in paragraph 1 hereinabove, free and clear of any mortgages, liens, pledges, privileges, security interests, charges and encumbrances of every kind, nature and description, other than the lien of any bank loan assumed by Buyer.

(d) All federal, state and local tax returns and tax reports, including federal and state employer tax/withholding reports and sales tax reports required to be filed by on or before the Closing Date have been or will be timely filed with the appropriate governmental

agencies and taxing authorities in all jurisdictions in which such returns and reports are required to be filed, and all tax liabilities (including interest and penalties) which are due from with respect to each of such returns and reports for which the statute of limitations has not barred the assessment of deficiencies for tax purposes have been or will be fully paid by S. Seller is not delinquent in the payment of any tax.

5. **CONDITIONS OF BUYER'S OBLIGATIONS.** Complete satisfaction of each of the following conditions, to the sole satisfaction of the Buyer, is necessary as a condition precedent to Buyer's performance of this contract, unless any of such conditions is waived by Buyer:

- a. **No Breach.** There shall not have been any material breach of the representations or warranties of Seller contained in this contract, and such representations and warranties shall continue to be true on the date of Closing.
- b. **Seller's Performance.** Seller shall have performed and complied with all agreements and conditions required by this contract to be performed or complied with by it.
- c. **Financial Information.** Buyer shall have verified and approved the financial information submitted to Buyer by Seller, including income tax returns for 2016 and year-to-date profit and loss statement.
- d. **Financing.** Buyer shall have obtained from a bank or other financial institution or from any correspondent or agent thereof, an acceptable unconditional commitment for financing the purchase of the Transferred Shares.
- e. **Licenses and Permits.** Buyer shall have been issued a liquor license by the Nebraska Liquor Control Commission and such license is approved by the Omaha, Nebraska City Council. Approval of a Temporary Agency Agreement, to be executed by the parties, by the Nebraska Liquor control commission
- f. **Lease/Purchase of Facility.** Buyer shall have entered into and consummated an acceptable lease agreement or assignment with respect to the business premises (the "Property") located at 16920 Wright Plaza #118, Omaha, Nebraska.
- g. **Inspections.** Buyer shall have approved matters shown by his inspection of the Property and of the furniture, fixtures, and equipment is set forth in *Exhibit "A"* attached as a part of this agreement.
- h. **Court Approval.** The United States Bankruptcy Court shall has approved the sale of assets by the Seller.

- i. **Other Matters.** Buyer's investigation shall not disclose any matters which shall prevent or materially interfere with the business or prospects of the business and the Company.
- i. **Transfer Document.** Seller shall have delivered to Buyer a Bill of Sale with appropriate warranties of title and any other transfer document reasonably required effectively to transfer legal title to the Assets to the Buyer.

All of the conditions of this Section shall be fulfilled by the time of Closing. If any of such conditions are not satisfied by such time, either party shall have the right to terminate this contract upon giving written notice of termination to the other and upon giving such notice, both parties shall be fully discharged from all duties of performance hereunder, except that the Deposit shall be promptly returned to Buyer.

6. **CONDITIONS OF SELLER'S OBLIGATIONS.** The obligations of Seller under this contract are at the option of Seller, subject to the following conditions:

- a. **No Breach.** There shall not have been any material breach of the representations or warranties of Buyer contained in this contract, and such representations and warranties shall continue to be true on the date of Closing.
- b. **Buyer's Performance.** Buyer shall have performed and complied with all agreements and conditions required by this contract to be performed or complied with by it.

All of the conditions of this Section shall be fulfilled by the time of Closing. If any of such conditions are not satisfied by such time, either party shall have the right to terminate this contract upon giving written notice of termination to the other and upon giving such notice, both parties shall be fully discharged from all duties of performance hereunder, except that the Deposit shall be promptly returned to Buyer.

7. **CLOSING.** Closing of the purchase and sale herein contemplated shall be made at Whitmore Law Office, 7602 Pacific Street, Omaha, NE 68114 at 10:00 a.m. on the fifth business day after notice is received by any party that Buyer has been awarded a liquor license for the business by the Nebraska Liquor Control Commission. Closing may be held at a different time or place by mutual agreement of the parties.

Seller will pay accrued payroll and accrued taxes. Utilities shall be prorated to the time of closing. Buyer and Seller shall each pay their own expenses in employing an attorney or accountant for the preparation, review, execution and consummation of this agreement

At the Closing, Sellers shall deliver to Buyer, a bill of sale with warranties of title assigning and transferring the Assets to Buyer, sufficient to vest in and confirm to Purchasers legal, good and

marketable title to the Assets, free and clear of all liabilities, obligations, liens, encumbrances, restrictions, charges and other title exceptions, and Buyer shall deliver the purchase price to or for the account of Seller.

8. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller makes the following representations and warranties to the Buyer, each of which is true and correct on the date hereof, shall remain true and correct to the closing of this Agreement, shall be unaffected by any investigation heretofore or hereafter made by Buyer or any notice to Buyer, and shall survive the closing of the transactions provided for herein.

- a. **Organization:** Seller is a duly organized and validly existing corporation in good standing under the laws of the State of Nebraska. Seller has all requisite power and authority to own, operate and conduct its business in the manner and fashion as the same is currently being owned, operated and conducted.
- b. **Marketable Title.** Seller represents and warrants that, at the time of execution of this agreement, that Seller is the sole and unconditional owner of and has good and marketable title to the Assets, free and clear of any mortgages, liens, pledges, privileges, security interests, charges and encumbrances of every kind, nature and description (other than liens to secure obligations assumed by Buyer), that it has good right to sell and convey the Assets to Buyer pursuant to the terms and conditions of this agreement; and that Seller will warrant and defend the Assets hereby sold and assigned against all claims and demands of all persons; and the Seller, at the time of Closing, will be the sole and unconditional owner of and has good and marketable title to the assets comprising the business.
- c. **No Brokers or Finders.** Neither Buyer nor any of its agents have retained, employed or used any broker or finder in connection with the transaction provided for herein or in connection with the negotiation thereof, other than Sunbelt Business Brokers, Inc., whose compensation will be paid by Seller.
- d. **Disclosure.** No representation or warranty by Seller in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Seller pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading.

9. **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer makes the following representations and warranties to the Seller, each of which is true and correct on the date hereof, shall remain true and correct to the closing of this Agreement, shall be unaffected by any investigation heretofore or hereafter made by Seller or any notice to Seller, and shall survive the closing of the transactions provided for herein.

- a. **No Brokers or Finders.** Neither Buyer nor any of its agents have retained, employed or used any broker or finder in connection with the transaction provided for herein or in connection with the negotiation thereof, other than Sunbelt Business Brokers, whose compensation will be paid by Seller.
- b. **Disclosure.** No representation or warranty by Buyer in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Buyer pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading.

10. **NO ASSUMPTION OF LIABILITIES.** Buyer does not assume and shall not be deemed to have assumed any liabilities or obligation of Seller, whether accrued, contingent, absolute or otherwise, including but not limited to: any tax liabilities of any nature or type (including interest and/or penalties thereon). Buyer shall not acquire, assume, discharge or become responsible for any loss, liability, debt, account payable or other obligation of or claim against Seller of any nature whatsoever, whether fixed or contingent, now existing or hereafter arising, whether under any contract, or to any employee or former employee of Seller, and whether or not disclosed to Buyer herein, or in any Schedule or Exhibit attached hereto, or otherwise, except liens for obligations expressly assumed by Buyer. This paragraph refers to all liabilities, contracts and business debts incurred or existing on or prior to the closing date of this transaction.

11. **EXPENSES.** Seller will pay accrued payroll and accrued taxes. Buyer and Seller shall each pay their own expenses in employing an attorney or accountant for the preparation, review, execution and consummation of this agreement.

12. **ACCEPTANCE.** Buyer's signature hereon constitutes an offer to purchase the Assets upon the terms and conditions hereof. Unless acceptance hereof is signed by Sellers and the signed copy delivered to Purchaser, either in person or mail to the address set forth in the Section 1 by 7:00 p.m. on October 1, 2017, this offer shall be deemed revoked and the Deposit shall be returned to Buyer

13. **GENERAL.** This agreement may be amended or modified in whole or in part by an agreement in writing executed in the same manner as this agreement and making specific reference thereto.

This agreement may be executed by facsimile or electronic mail and in any number of counterparts, each of which when so executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and any party may enter into this agreement by executing any such counterpart. This agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the parties hereto and their successors and permitted assigns.

The headings in the sections of this agreement are inserted for convenience only and in no way alter, amend, modify, limit or restrict the contractual obligations of the parties.

The parties hereto agree that any claim, controversy or dispute arising out of or relating to this agreement or the performance thereof which cannot be amicably settled may at the option of the claimant be resolved by a proceeding in a court in Nebraska, and each party to this agreement irrevocably accepts the jurisdiction of the courts of the State of Nebraska and federal courts located in such state for such claims, controversies or disputes and waives any and all objections to either jurisdiction or venue in such courts.

In the event that any one or more of the provisions contained in this agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this agreement and any other application thereof shall not in any way be affected or impaired thereby; provided, however, that to the extent permitted by applicable law, any invalid, illegal or unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this agreement.

The parties may, by written agreement, (i) extend the time for the performance of any of the obligations or other acts of the parties hereof, (ii) waive any inaccuracies in the representations contained in this agreement or in any document delivered pursuant to this agreement, (iii) waive compliance with, or modify, any of the covenants or conditions contained in this agreement, and (iv) waive or modify performance of any of the obligations of any of the parties hereto; provided, that no such waiver or failure to insist upon strict compliance with such obligations, covenants, agreements or conditions shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

Any publicity concerning the transaction contemplated by the agreement shall be jointly planned and simultaneously released by Buyer and Seller and neither of said parties shall act in this regard without the prior written approval of the other, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this contract contained in five pages to be effective on the date first set forth above, in Omaha Nebraska.

SELLER:

NEBFYNDYN15, INC.,

By: Mark Kitson, President
Mark Kitson, President

BUYER:

STEAK AND VINE, INC.

By: Mark Kitson, President
Mark Kitson, President



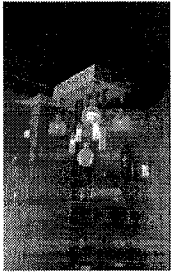
Auction Value
of
Equipment & Wares

Prepared by
Chris Thackray

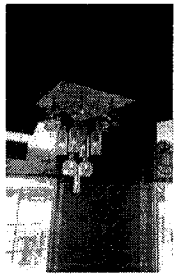
Description **\$\$**



Unique Light Fixture 1 \$500.00



Unique Light Fixture 2 \$500.00



Unique Light Fixture 3 \$500.00



Host Station \$100.00



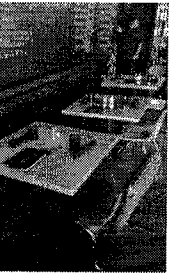
Reservation System \$75.00

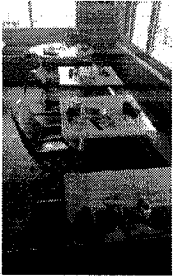


Table tops & Bases x
30/25.00 each \$750.00



Unique and Retro Chairs \$400.00





Stools x 70/\$15.00 each \$1,050.00



Bar Foot Rail \$75.00

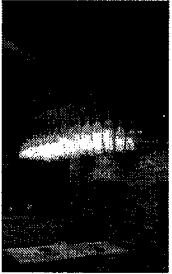


Restaurant Chairs x 30 \$300.00
/10.00 each

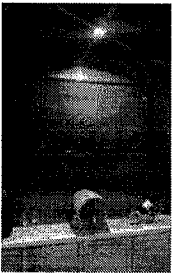




Unique Light Fixture 4 \$1,100.00



Light Fixture 4



Flat Screen TV \$150.00





2 Stock Pots, Misc. Pans,
Smallwares \$150.00



Wire Shelving, Misc.
Smallwares \$300.00



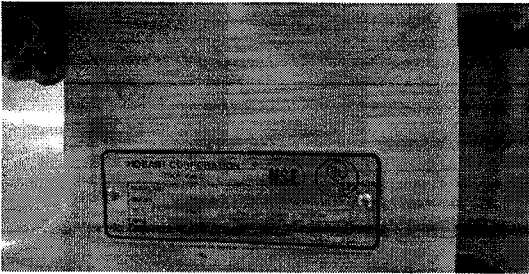
Misc. Smallwares \$150.00



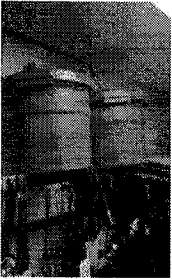
Misc. Smallwares \$300.00



Hobart 12" Slicer Model
1912 \$875.00



Slicer



2 Veggie Dryers, Pot Rack
and smallwares \$40.00



2 Hole Sink w/
Drnbrd/Faucet \$110.00



Iceomatic Ice Head and Bin \$800.00



Southbend Conv.
Oven/Misc. Sheet Trays &
Mop Bucket \$650.00



36" S/S Work table & Misc.
Smallwares \$75.00



48" Condensate Hood \$150.00



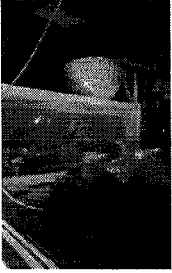
Hand Sink 1 \$25.00



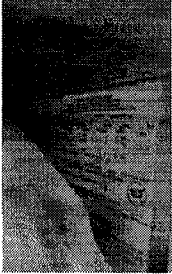
Misc. smallwares and
supplies above the Walk-in \$200.00



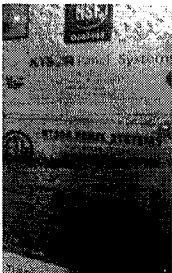
Same as above



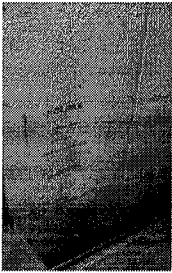
Misc. smallwares and
supplies above the Walk-in



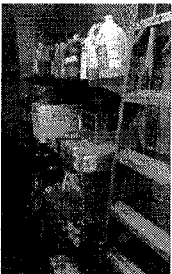
Continental 2-door Freezer \$150.00



Walk-In Refrigerator 1 \$1,500.00



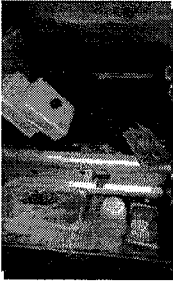
Walk-In Refrigerator 2 \$1,500.00



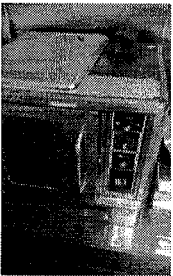
Ladder and Chrome Shelves \$75.00



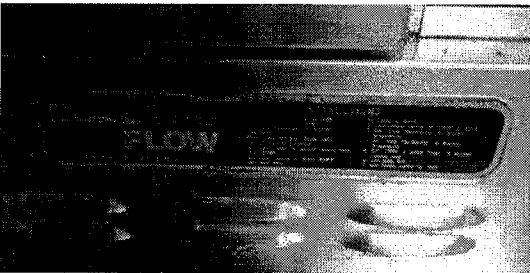
Misc smallwares/cookware \$200.00



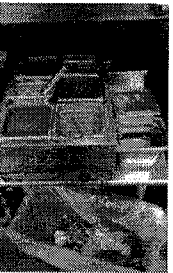
Star 24"
Charbroiler/Equipment
Stand \$250.00



Blodgett 1/2 size
Convection Oven \$350.00



Convection oven



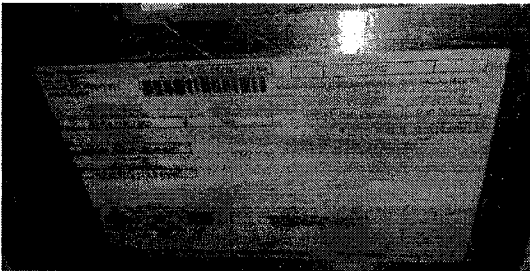
Nemcoc/t Warmer & 24"
S/S worktable \$40.00



Vulcan 10 Burner Range w/
Dbl Oven \$1,200.00



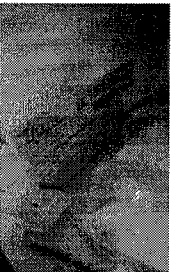
Pitco M/N 40S Fryer x 2/
\$400.00 each \$800.00



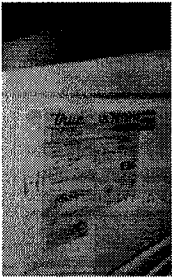
Fryers



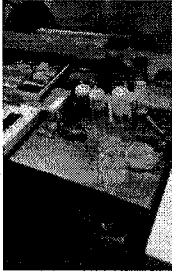
16' Hood and Ansul Fire
Suppression System \$4,000.00



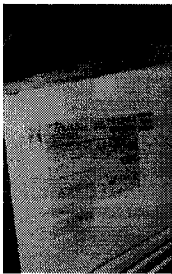
True under counter freezer
M/N TUC-27F \$250.00



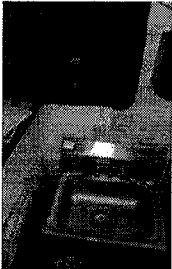
True Pizza Prep Table M/N
TPP-67 \$500.00



24" S/S Work Table \$75.00



True Pizza Prep Table M/N
TPP-67 \$500.00



Hand Sink 2 \$25.00



Misc Smallwares \$100.00



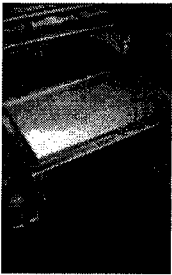
48" S/S Work Table &
Kitchen Aid Mixer \$150.00



60" s/s Work Table \$75.00



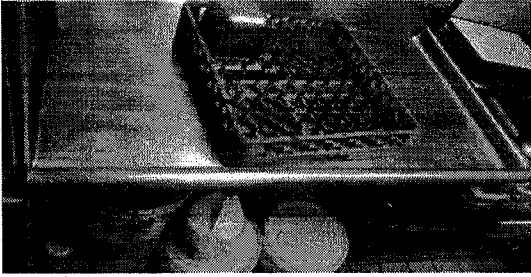
Antique Chest \$200.00



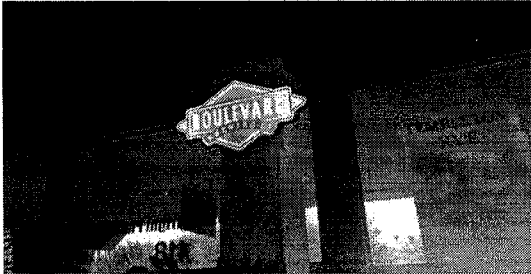
24" Ice Well with Coldplate \$275.00



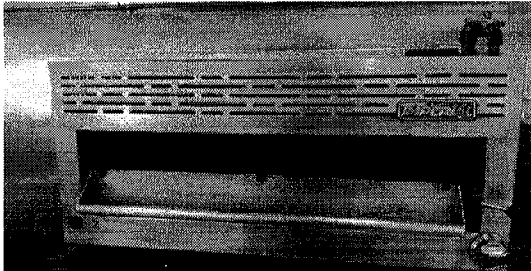
Flat Screen TV x 3/ 150.00
each \$450.00



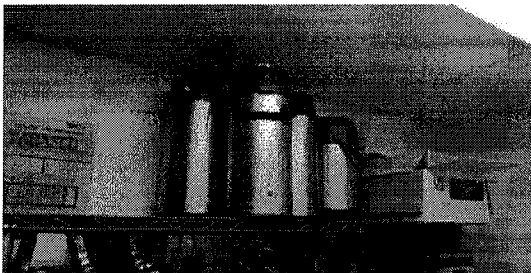
36" Cleen Dishtable \$150.00



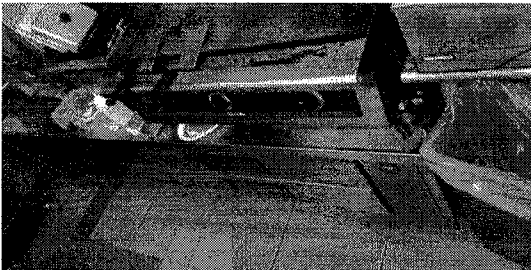
Boulevard Sign \$35.00



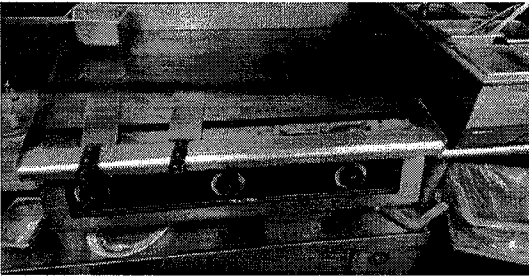
36" Imperial Salamander \$200.00



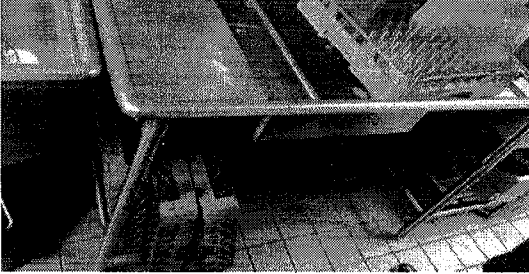
Misc Airpots, smallwares and wire shelf \$75.00



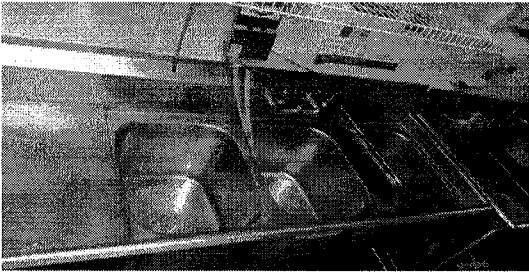
True 84" Refrigerated Chef Base \$900.00



Star 36" Griddle \$600.00



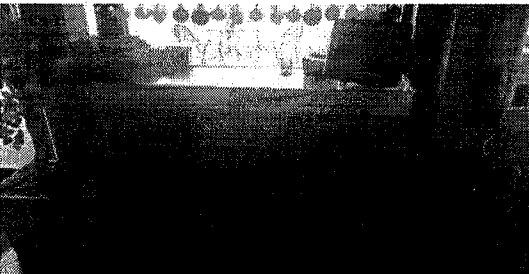
60" Dirty Dish Table w/ Pre rinse & dishracks \$250.00



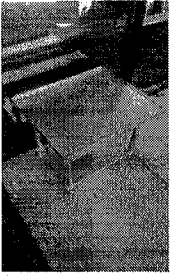
3 hole dish sink w/ left drainboard \$200.00



Misc. Smallwares & trash cans \$50.00



Unique Buffet \$200.00



24" S/S Table \$75.00

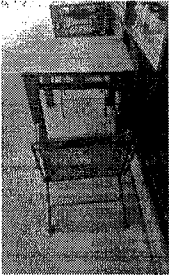


Outdoor Furniture \$1,000.00



Umbrellas x 10 \$200.00







Outdoor Pig Statue

\$350.00



Wall Art \$200.00



Chalkboard Stand \$25.00



Unique Outdoor Sign \$200.00



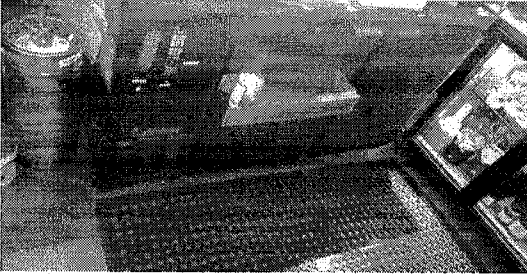
Handsink 3 \$25.00



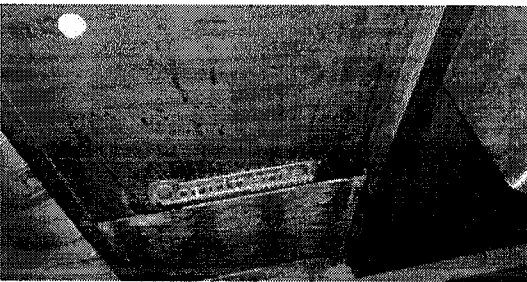
Safe \$100.00



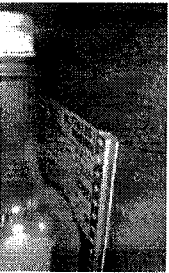
Continental Tap Fridge with
3 towers and (6) taps \$600.00



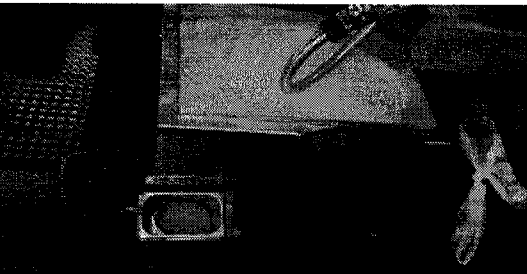
Same as above



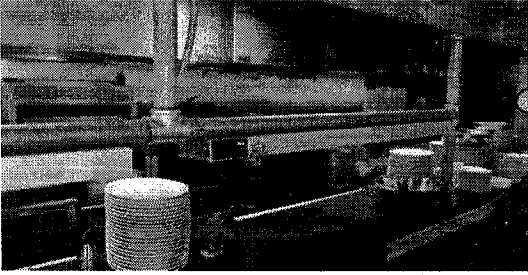
Same as above



True Bottle Cooler Back
Bar \$500.00



24" ice well w/ coldplate \$150.00



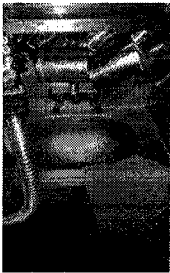
Hatco Radiant warmer \$75.00



Cocktail Station, Dbl Speedrail, and Blender Station w/ coldplate \$300.00



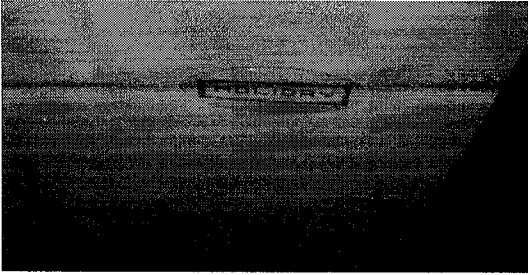
72" S/S Work Table \$150.00



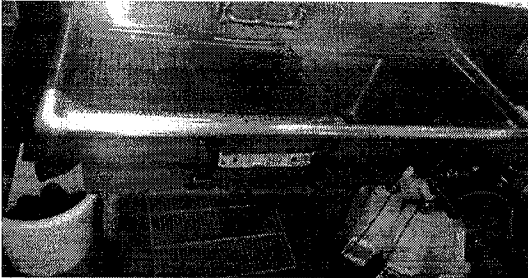
Hand Sink 4 \$25.00



Deep Freeze \$25.00



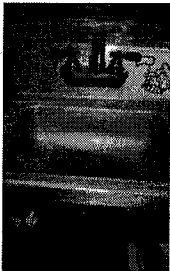
Same as above



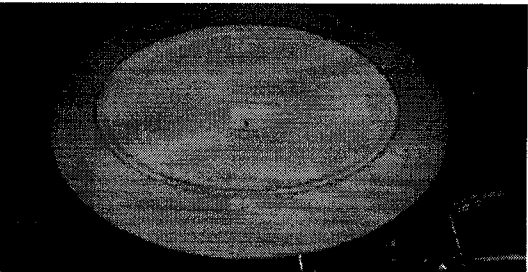
3-hole bar sink w/ right drainboard \$450.00



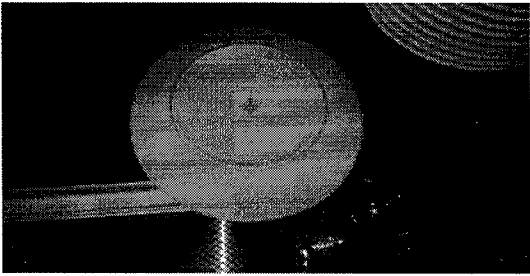
36" Drain Station \$100.00



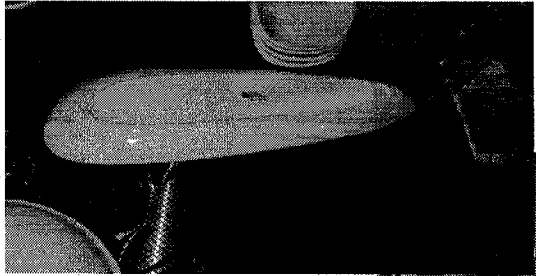
Hand Sink 5 \$25.00



All China \$1,200.00



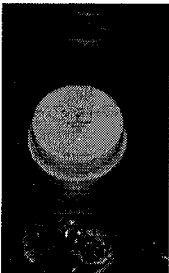
Schonwald China



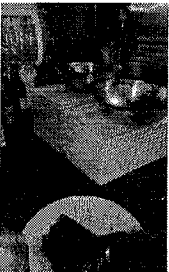
FOH China



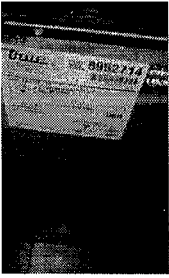
Schonwald China



Schonwald China



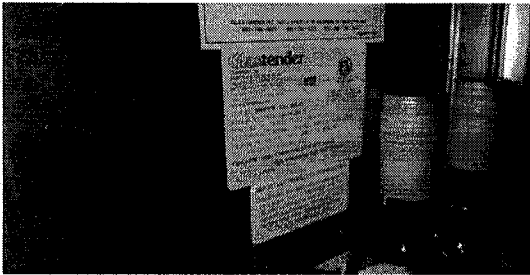
Schonwald China



True Back Bar Cooler M/N
TD-50-18 \$500.00



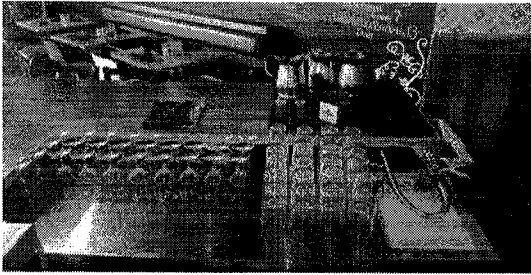
60" Bakers Table w/
Undershelf \$400.00



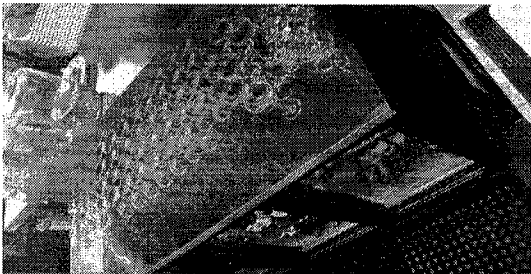
Glasstender Back Bar
Cooler M/N BB60BW \$500.00



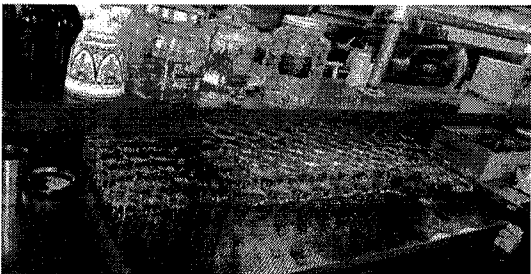
Beer, Wine and Spirits
Inventory \$8,000.00



All Misc. Glassware \$450.00



Misc. Glassware



Misc. Glassware

Food Inventory \$3,000.00

Total Value: \$43,275.00

July 29, 2017

Chris Thackray
1864 N 84 ST
Omaha, NE 68114

Louis Wine Dive
16920 Wright Plaza #118
Omaha, NE 68130

Mark,

Here is the Appraisal for equipment, smallwares and furnishings with in and around Louis Wine Dive. Items that are "fixed" or permanently attached are not on this list.

There are many factors that need to be determined when evaluating used restaurant equipment and they all need to be accounted for. At the top of that list is **Use and Cleanliness**. The overall condition of the equipment plays a role in determining the value of that equipment, chair, table, etc.

I have been involved with the restaurant industry for the past 30 years. I have spent 8 years evaluating, purchasing and selling used equipment, furnishings and smallwares. The following report is a fair estimation of the worth and value of what you own inside and outside of your establishment if you were to have an auction.

Sincerely,

Chris Thackray
402.612.2022



Auction Value
 of
 Equipment & Wares

Prepared by
 Chris Thackray

Description **\$\$**



Unique Light Fixture 1 \$500.00



Unique Light Fixture 2 \$500.00



Unique Light Fixture 3 \$500.00



Host Station \$100.00



Reservation System \$75.00



Table tops & Bases x
 30/25.00 each \$750.00



Unique and Retro Chairs \$400.00





Stools x 70/\$15.00 each \$1,050.00

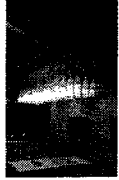


Bar Foot Rail \$75.00

Restaurant Chairs x 30
/10.00 each \$300.00



Unique Light Fixture 4 \$1,100.00



Light Fixture 4



Flat Screen TV \$150.00



2 Stock Pots, Misc. Pans,
Smallwares \$150.00



Wire Shelving, Misc.
Smallwares \$300.00



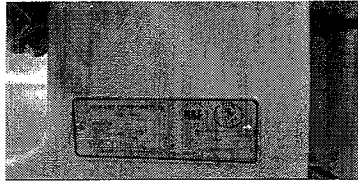
Misc. Smallwares \$150.00



Misc. Smallwares \$300.00



Hobart 12" Slicer Model
1912 \$875.00



Slicer



2 Veggie Dryers, Pot Rack
and smallwares \$40.00



2 Hole Sink w/
Drnbrd/Faucet \$110.00



Iceomatic Ice Head and Bin \$800.00



Southbend Conv.
Oven/Misc. Sheet Trays &
Mop Bucket \$650.00



36" S/S Work table & Misc.
Smallwares \$75.00



48" Condensate Hood \$150.00



Hand Sink 1 \$25.00



Misc. smallwares and
supplies above the Walk-in \$200.00



Same as above



Misc. smallwares and
supplies above the Walk-in



Continental 2-door Freezer \$150.00



Walk-In Refrigerator 1 \$1,500.00



Walk-In Refrigerator 2 \$1,500.00



Ladder and Chrome Shelves \$75.00



Misc smallwares/cookware \$200.00



Star 24"
Charbroiler/Equipment
Stand \$250.00



Blodgett 1/2 size
Convection Oven \$350.00



Convection oven



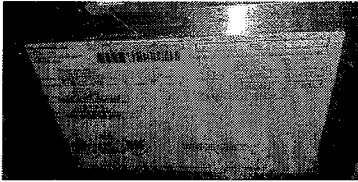
Nemcoc/t Warmer & 24"
S/S worktable \$40.00



Vulcan 10 Burner Range w/
Dbl Oven \$1,200.00



Pitco M/N 40S Fryer x 2/
\$400.00 each \$800.00



Fryers



16' Hood and Ansul Fire
Suppression System \$4,000.00



True under counter freezer
M/N TUC-27F \$250.00



True Pizza Prep Table M/N
TPP-67 \$500.00



24" S/S Work Table \$75.00



True Pizza Prep Table M/N
TPP-67 \$500.00



Hand Sink 2 \$25.00



Misc Smallwares \$100.00



48" S/S Work Table &
 Kitchen Aid Mixer \$150.00



60" s/s Work Table \$75.00



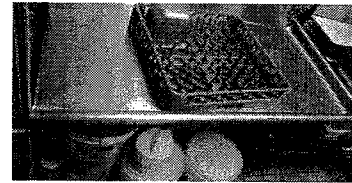
Antique Chest \$200.00



24" Ice Well with Coldplate \$275.00



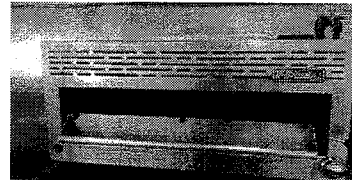
Flat Screen TV x 3/ 150.00
 each \$450.00



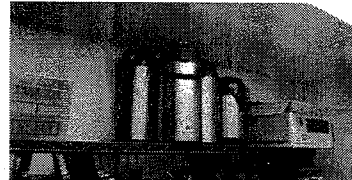
36" Clean Dishtable \$150.00



Boulevard Sign \$35.00



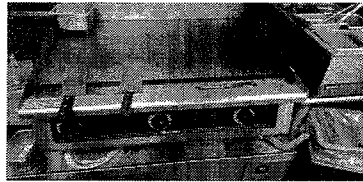
36" Imperial Salamander \$200.00



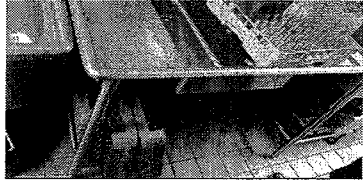
Misc Airpots, smallwares
 and wire shelf \$75.00



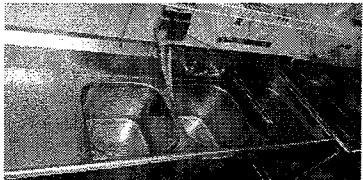
True 84" Refrigerated Chef
 Base \$900.00



Star 36" Griddle \$600.00



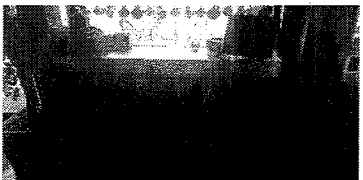
60" Dirty Dish Table w/ Pre
rinse & dishracks \$250.00



3 hole dish sink w/ left
drainboard \$200.00



Misc. Smallwares & trash
cans \$50.00



Unique Buffet \$200.00



24" S/S Table \$75.00

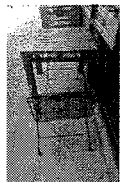


Outdoor Furniture \$1,000.00



Umbrellas x 10 \$200.00





Outdoor Pig Statue

\$350.00



Wall Art \$200.00



Chalkboard Stand \$25.00



Unique Outdoor Sign \$200.00



Handsink 3 \$25.00



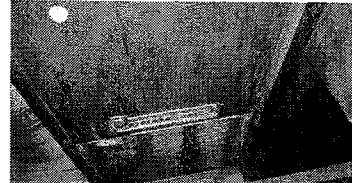
Safe \$100.00



Continental Tap Fridge with
3 towers and (6) taps \$600.00



Same as above



Same as above



True Bottle Cooler Back
Bar \$500.00



24" ice well w/ coldplate \$150.00



Hatco Radiant warmer \$75.00



Cocktail Station, Dbl Speedrail, and Blender Station w/ coldplate \$300.00



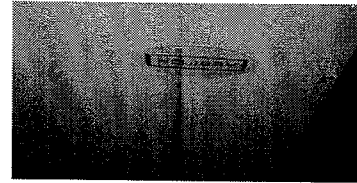
72" S/S Work Table \$150.00



Hand Sink 4 \$25.00



Deep Freeze \$25.00



Same as above



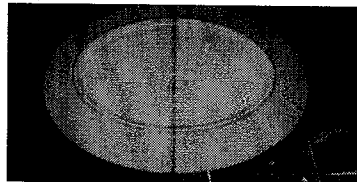
3-hole bar sink w/ right drainboard \$450.00



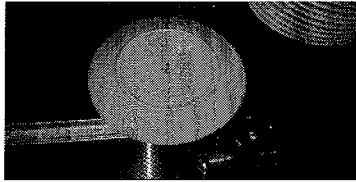
36" Drain Station \$100.00



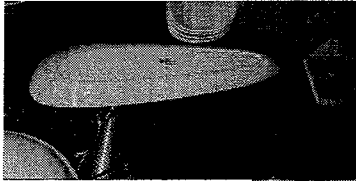
Hand Sink 5 \$25.00



All China \$1,200.00



Schonwald China



FOH China



Schonwald China



Schonwald China



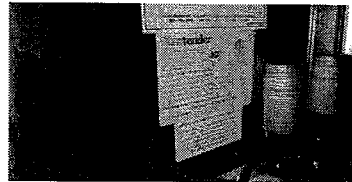
Schonwald China



True Back Bar Cooler M/N
TD-50-18 \$500.00



60" Bakers Table w/
Undershelf \$400.00



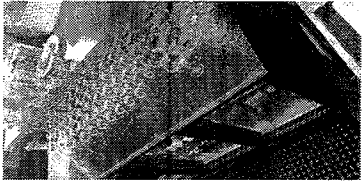
Glasstender Back Bar
Cooler M/N BB60BW \$500.00



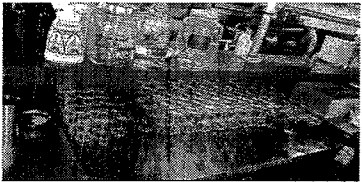
Beer, Wine and Spirits
Inventory \$8,000.00



All Misc. Glassware \$450.00



Misc. Glassware



Misc. Glassware

Food Inventory \$3,000.00

Total Value: \$43,275.00