0150-12963-0000

# TRANSMITTAL

| TO | DATE | COUNCIL FILE NO. |
|---|---|---|
| The City Council | 04/10/2026 | |
| FROM | | COUNCIL DISTRICT |
| The Mayor | | 7 |

**Proposed Agreement between the Department of Recreation and Parks and Sherman Oaks Castle Park Arcade and Cafe, LLC for the operation and maintenance of the Sherman Oaks Castle Park Arcade and Food and Beverage (F&B) Concession**

Approved and transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.

MAYOR
(Mitch Kamin for)

*MWS:MP:08260025*

CAO 649-d

# Report From
# OFFICE OF THE CITY ADMINISTRATIVE OFFICER
# Analysis of Proposed Contract
($25,000 or Greater and Longer than Three Months)

| To: Mayor | Date: 02/18/2026 | C.D. No. 4 | CAO File No.: 0150-12963-0000 |
|---|---|---|---|
| Contracting Department/Bureau: Department of Recreation and Parks | | Contact: Rachel Ramos | |
| Reference: Sherman Oaks Castle Park Arcade and Food and Beverage Concession | | | |
| Purpose of Contract: For the operation and maintenance of the Sherman Oaks Castle Park Arcade and Food and Beverage (F&B) Concession. | | | |
| Type of Contract:<br>( X ) New contract<br>( ) Amendment, Contract No. [C-XXXXXX] | Contract Term Dates:<br>Ten years with one five-year extension option | | |
| Contract/Amendment Amount: $0<br><br>Proposed amount $ 0+ Prior award(s) $ 0= Total $ 0 | | | |
| Source of funds: Revenue will be deposited to the Recreation and Parks Fund | | | |
| Name of Contractor: Sherman Oaks Castle Park Arcade and Café, LLC<br><br>Address: Sherman Oaks Castle Park, 4989 Sepulveda Blvd. Sherman Oaks, CA 91403 | | | |

| | Yes | No | N/A | Contractor has complied with: | Yes | No | N/A |
|---|---|---|---|---|---|---|---|
| 1. Council has approved the purpose | | | X | 8. Business Inclusion Program | X | | |
| 2. Appropriated funds are available | | | X | 9. Equal Benefits & First Source Hiring Ordinances | X | | |
| 3. Charter Section 1022 findings completed | X | | | 10. Contractor Responsibility Ordinance | X | | |
| 4. Proposals have been requested | X | | | 11. Disclosure Ordinances | X | | |
| 5. Risk Management review completed | X | | | 12. Bidder Certification CEC Form 50 | X | | |
| 6. Standard Provisions for City Contracts included | X | | | 13. Prohibited Contributors (Bidders) CEC Form 55 | X | | |
| 7. Workforce that resides in the City: 90% | | | | 14. California Iran Contracting Act of 2010 | X | | |

## RECOMMENDATIONS

That the Council, subject to approval of the Mayor:

1. Authorize the Board of Recreation and Parks Commissioners (Board), or designee, to execute the proposed agreement between the Department of Recreation and Parks (RAP) and Sherman Oaks Castle Park Arcade and Cafe, LLC for the operation and maintenance of the Sherman Oaks Castle Park Arcade and Food and Beverage (F&B) Concession located at 4989 Sepulveda Blvd, Sherman Oaks, CA 91403, for a term of ten years with one five-year extension option exercisable at the sole discretion of the RAP General Manager, subject to review and approval of the City Attorney as to form; and,

2. Instruct the Department, prior to execution of the proposed agreement to:
   a. Ensure that the Operator submit proof of current insurance on KwikComply that meets the minimum limits as required by the Risk Management Division, Office of the City Administrative Officer; and
   b. Ensure that all contracting forms reflect and are consistent with the authorized Operator.

| Mindy Pothongsunun | | | M. V. |
|---|---|---|---|
| MMP | Mindy Pothongsunun | 0150-12963-0000 | City Administrative Officer |

CAO 661 Rev. 04/2019

**SUMMARY**

At its April 3, 2025 meeting, the Board of Recreation and Parks Commissioners (Board) approved a proposed agreement with Sherman Oaks Castle Park Arcade and Cafe, LLC (SOCPAC) for the operation and maintenance of the Sherman Oaks Castle Park Arcade and Food and Beverage (F&B) Concession located at 4989 Sepulveda Blvd. Sherman Oaks, CA 91403. The term of the proposed agreement is ten years with one five-year extension option exercisable at the sole discretion of the Department of Recreation and Parks (RAP) General Manager. A copy of the proposed agreement is included in the Department's transmittal attached to this report.

The Sherman Oaks Castle Park is a family entertainment center that includes a miniature golf course, an arcade, and food and beverage concession. The arcade and food and beverage concession are located inside the building. The arcade concessionaire is currently operated by Butterfield Games Inc. Butterfield Games Inc. has been the operator since 2007, with an initial term of ten years, one five-year renewal option, and a subsequent 14-months extension to 2023. Butterfield Games Inc. is now operating on a month-to-month basis. In a separate agreement, A.J. Family Food Concession, LLC is the current F&B concessionaire and has been operating the concession since August 14, 2023 under a temporary permit issued by RAP that expired on February 9, 2024; this concessionaire is now operating on a month-to-month permit.

On April 5, 2023, RAP released a Request for Proposal (RFP) for the operation and maintenance of the Sherman Oaks Castle Park arcade and food and beverage concession. RAP has found that combining the arcade and the food and beverage agreement would be more efficient as the two operators would share a small space. The RFP received one response from Butterfield Games Inc.; however, the bid did not meet qualifications for restaurant operations. The bidder proposed to partner with another entity to provide the food and beverage service. The RFP did not specify that such an arrangement would be acceptable. As such, the Sherman Oaks Castle Park Arcade and Cafe, LLC was established as a joint partnership between Butterfield Games Inc. and A.J. Family Food Concession, LLC to operate the Sherman Oaks Castle Park arcade and food and beverage concession.

In accordance with Charter Section 1022, the Board found that the Department does not have sufficient and necessary personnel to undertake these specialized professional tasks in a timely manner, and it is necessary, feasible, and economical to secure the services by contract. The Personnel Department found that City employees do not have the expertise to perform the work.

In accordance with Charter Section 371(e)(10) and the Los Angeles Administrative Code Section 10.15(a)(10), the Board found that the use of competitive bidding for the services to be provided by SOCPAC would be undesirable, impractical, or otherwise excused by common law and the City Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposal can best provide the services required by RAP for the operation and maintenance of the Sherman Oaks Castle Park Arcade and F&B Concession.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed agreement is required because the term exceeds three years. To the best of our knowledge, the Board has complied with all applicable City procedures, laws, and policies in awarding the proposed contract and SOCPAC has complied with standard provisions and contracting requirements for City contracts.

The operating and maintenance costs will be at the sole expense of SOCPAC. Under the proposed agreement, a monthly revenue-sharing fee payment will be established between RAP and SOCPAC, whereby SOCPAC will pay the greater of either: 1) the Minimum Annual Guarantee (MAG) of $1 million for year one and the previous year's MAG or 90 percent of the actual revenue share amount for the previous contract year for years two through ten; or 2) the combined percentage of gross receipts (PGR) including 45 percent for arcade rentals and filming and ten percent for all other arcade retail sales. Relative to the food and beverages operation, SOCPAC will pay the greater of either 1) a MAG of $40,000 for year one and the greater of the previous year's MAG or 90 percent of the actual revenue share amount for the previous contract year for years two through ten; or 2) the combined PGR of ten percent of gross receipts for food and non-alcoholic beverages; 15 percent for birthday party and group package sales; and 12 percent for alcohol sales. In addition to the operation of the concessions, facility improvements of the concession area will also be executed. SOCPAC will invest a minimum of $1.2 million towards these improvements.

## FISCAL IMPACT STATEMENT

There is no additional fiscal impact to the Recreation and Parks Fund. Based on the information provided by RAP and the operator, it is anticipated that RAP will receive a minimum of $1.04 million on an annual basis and approximately $16.5 million over the ten-year term.

## FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City Financial Policies in that revenues generated will support the full cost of operations and improvements.

Attachment

*MWS:MP:08260025*

DEPARTMENT OF RECREATION AND PARKS

BOARD OF COMMISSIONERS

RENATA SIMRIL
PRESIDENT

LUIS SANCHEZ
VICE PRESIDENT

FIONA HUTTON
MARIE LLOYD
BENNY TRAN

TAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640

City of Los Angeles
California

KAREN BASS
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ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

CHINYERE STONEHAM
ASSISTANT GENERAL MANAGER

(213) 202-2633

April 3, 2025

Honorable Karen Bass, Mayor
City of Los Angeles
Room 303, City Hall

Dear Mayor Bass:

In accordance with Executive Directive No. 3, attached herewith for approval is the proposed Concession Agreement, substantially in the form on file in the Board Office between the Department of Recreation and Parks and the Sherman Oaks Castle Park Arcade and Cafe, LLC (SOCPAC) for the operation and maintenance of the Sherman Oaks Castle Park Arcade and Food and Beverage (F&B) Concession, for a term of ten years with one five-year extension option exercisable at the sole discretion of the Department of Recreation and Parks (RAP) General Manager;

Also attached is Board Report No. 25-045, which was adopted by the Board of Recreation and Parks Commissioners at its Regular Meeting held on April 3, 2025.

If you have any questions with regard to the proposed Concession Agreement, please contact Rachel Ramos, Senior Management Analyst II, Special Operations Branch, at (213) 202-5659.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

Takisha Sardin

TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Report No. 25-045

cc: Rachel Ramos, Senior Management Analyst II, Special Operations Branch

REVISED

APPROVED
Apr 03, 2025
BOARD OF RECREATION
AND PARK COMMISSIONERS

**BOARD REPORT** **NO.** 25-045

DATE: April 03, 2025 C.D. 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: SHERMAN OAKS CASTLE PARK ARCADE AND FOOD & BEVERAGE CONCESSION – APPROVAL OF AWARD AND AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE SHERMAN OAKS CASTLE PARK ARCADE AND FOOD & BEVERAGE CONCESSION TO SHERMAN OAKS CASTLE PARK ARCADE AND CAFE, LLC (SOCPAC) – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] AND SECTION 15311 [PLACEMENT OF MINOR STRUCTURES ACCESSORY TO (APPURTENANT TO) EXISTING COMMERCIAL, INDUSTRIAL, OR INSTITUTIONAL FACILITIES] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(1), CLASS 1(14) AND CLASS 11(6) OF CITY CEQA GUIDELINES

| | | | |
|---|---|---|---|
| B. Aguirre | BA | M. Rudnick | |
| B. Jones | | C. Santo Domingo | |
| C. Stoneham | | N. Williams | |

General Manager

Approved X Disapproved Withdrawn

---

RECOMMENDATIONS

1. Approve the award of a concession agreement to Sherman Oaks Castle Park Arcade and Cafe, LLC (SOCPAC) for the operation and maintenance of the Sherman Oaks Castle Park Arcade and Food and Beverage (F&B) Concession, for a term of ten years with one five-year extension option exercisable at the sole discretion of the Department of Recreation and Parks (RAP) General Manager;

2. Approve the proposed agreement between RAP and SOCPAC for the operation and maintenance of the Sherman Oaks Castle Park Arcade and F&B Concession, in substantially the form attached as Attachment 1 to this Report (Agreement), subject to the approval of the Mayor, the City Council, and the City Attorney as to form;

3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the City Council, to the Mayor in accordance with Executive

Directive No. 3 (Villaraigosa Series), and concurrently to the City Attorney for review as to form;

4. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services;

5. Find, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding for the services to be provided by SOCPAC would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the operation and maintenance of the Sherman Oaks Castle Park Arcade and F&B Concession;

6. Find that the approval of the proposed Agreement and related activities authorized under this Report (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] and Section 15311 [Placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities] of California CEQA Guidelines and Article III, Section 1, Class 1(1), Class 1(14) and Class 11(6) of City CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation;

7. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of $75.00 for the purpose of filing the NOE; and

8. Authorize the RAP General Manager or designee to execute the proposed Agreement upon receipt of all necessary approvals, and to make any necessary technical changes consistent with the Board's intent in approving this Report and the proposed Agreement.

SUMMARY

Sherman Oaks Castle Park (SOCP) is a five-acre family entertainment center in Sherman Oaks featuring three landscaped 18-hole miniature golf courses, an arcade, and a food and beverage (F&B) concession. Located at the center of the property is a 7,500 square-foot medieval castle themed building (Building) that houses the arcade, F&B concession, and miniature golf operations. SOCP is open every day of the year serving approximately 300,000 guests annually.

The miniature golf portion of SOCP is operated by RAP. The arcade, F&B and batting cages concessions are currently operated by independent businesses under concession agreements with RAP. The arcade and F&B concession is located inside the Building, and features state-of-the-art arcade games, kitchen and dining area.

Butterfield Games Inc. (Butterfield) is the current ***arcade*** concessionaire and has been operating the concession since 2007 under an agreement resulting from a Request for Proposal (RFP) (Board Report No. 06-219) that awarded a concession agreement for a term of ten years with one five-year extension option. The five-year renewal option was exercised in September 2018 through a Supplemental Agreement to Agreement No. 256 approved by the Board (Board Report No. 18-030). This renewal extended the agreement's expiration date from June 7, 2017 to June 7, 2022. During the COVID-19 pandemic, SOCP arcade was closed to the public. The arcade reopened on May 13, 2021. Therefore, the agreement was further extended for fourteen months, which term expired on August 8, 2023 (Board Report No. 22-180); this concessionaire is now operating on a month to month basis.

A.J. Family Food Concession, LLC is the current ***F&B*** concessionaire and has been operating the concession since August 14, 2023 under a temporary permit issued by RAP that expired on February 9, 2024; this concessionaire is now operating on a month to month permit. Previously, the F&B concession was operated by Monterey Foods beginning in 2007 under an agreement resulting from an RFP (BR No. 06-219) that awarded a term of ten years with one five-year extension option. Monterey Foods operated the concession until it was closed due to COVID-19 pandemic and elected not to reopen the concession, which remained vacant until the current concessionaire, A.J. Family Food Concession, LLC assumed operations. This concessionaire is comprised of a partnership between member(s) of Butterfield and A.J. Family Entertainment, LLC, the SOCP batting cages concession operator.

RFP AND OUTREACH

On April 5, 2023, RAP released an RFP (CON-F23-002) for the operation and maintenance of the SOCP Arcade and F&B Concession. As mentioned previously, the arcade and F&B concessions currently operate under separate agreements. However, RAP determined that it would be most efficient to combine the F&B and arcade into one agreement as these concessions share a small space and an operator could achieve greater economies of scale by combining the operations into one contract.

OBJECTIVES OF THE RFP

*For the Arcade Concession:*

- Provide and maintain state-of-the-art games appealing to a wide variety of customers
- Provide and maintain ATM to accommodate guests
- Provide a change machine, kiosk or other alternative to provide change to customers
- Provide necessary equipment to purchase games (i.e. cashless card system, token machine etc.)
- Provide party and group packages for purchase
- Coordinate with SOCP facility management to develop and implement a procedure to track purchases for groups and parties
- Employ at least one gaming technician on site during hours of operation

- Adequately staff the prize redemption counter and stock the redemption prize inventory with quality merchandise
- Conduct marketing, advertising, and community outreach
- Respond to all inquiries for service quickly and professionally
- Maintain cleanliness and appearance of the arcade and F&B facilities and surrounding areas
- Restroom and kitchen improvements
- Remit monthly revenue share payment and revenue report to RAP

*For Food & Beverage Concession:*

- Provide F&B services, including breakfast selections, and a beer and wine menu on a year-round basis to serve members of the public, while being sensitive to the surrounding community (Concessionaire will be responsible for obtaining the required ABC license to serve beer and wine)
- Provide F&B services at reasonable market prices to meet the needs and expectations of the City, park patrons, and the neighboring community
- Provide sufficient levels of party host and kitchen staff to meet public demand
- Maximize patron experience through high-quality and uniquely featured offerings, quality of service, and an attractive ambiance
- Provide recyclable tableware for dine-in and take out orders

OUTREACH

Marketing of the business opportunity was conducted via: *Daily Journal* advertisement, LAPARKS.org, RAMPLA.org, social media and direct email to operators of similar Arcade and F&B operations in Southern California, including minority-owned businesses. Three companies attended the mandatory pre-proposal conference for the RFP which was conducted via Zoom.

RESULTS OF THE RFP PROCESS

RAP received one proposal on May 16, 2023, from the SOCP arcade concession incumbent, Butterfield, in response to the RFP. However, Butterfield did not meet the required experience threshold for restaurant operations. Their proposal suggested that they could partner with another entity to provide the F&B service. However, the RFP did not specify that such an arrangement would be acceptable. Therefore, RAP entered into negotiations with SOCPAC to establish this proposed Agreement.

SOCPAC

SOCPAC was established in November 2023 as a joint partnership between Butterfield and A.J. Family Food Concession, LLC for the purpose of operating the SOCP arcade and F&B concession. Butterfield and A.J. Family Food Concession, LLC share 50% interest in SOCPAC. Butterfield, which has operated arcades for thirty years, will be responsible for the operation and maintenance of the arcade. A.J. Family Food Concessions, LLC, which has twenty-five years

of experience in the F&B industry and currently operates the café, will operate and maintain the F&B portion of the concession.

RAP's intent when negotiating with SOCPAC was ensuring that: (1) the minimum financial and operational terms of the RFP were met; and (2) elements of the proposal submitted by Butterfield were captured in this Agreement.

Butterfield has a stable fiscal history, which involved among other things, operating the SOCP arcade in partnership with RAP for more than 15 years. In 2023, Butterfield generated $1,121,112 in arcade revenue-share to RAP and since January 2024, has generated $863,655 and expected to exceed $1 million dollars in revenue-share by year´s end. Since opening in August 2023, A.J. Family Food Concession, LLC has successfully operated the F&B concession and has generated of $77,528 in revenue to RAP.

SOCPAC also demonstrated a sound business, management and operations plan, as well as the experience and ability to execute such plan. Their proposed menu and pricing plan includes a variety of healthy food options such as kosher, vegetarian and gluten free selections and is within the local market comparable pricing range. Their proposal described a robust training and customer service plan and SOCPAC has maintained a congenial relationship with RAP's on site staff on site who operate the mini-golf attraction.

SOCPAC's strong financial performance and high levels of customer satisfaction, along with the longevity of RAP's successful partnership with the proposers, support RAP's recommendation that SOCPAC is well qualified to successfully manage, operate and sustain the concession by continuing to provide state of the art arcade games and a variety of delicious and healthy food options for SOCP patrons.

## DEAL POINTS

### Term

The proposed Agreement provides for a term of ten years with one five-year option to extend, exercisable at the sole discretion of RAP's General Manager.

### Revenue Share

For the arcade operation, the RFP required a Minimum Annual Guarantee (MAG) of $800,000 and a Minimum Percentage of Gross Receipts (PGR) of forty-five percent for arcade rentals and filming and ten percent for all other arcade retail sales, but encouraged a higher proposed amount for additional consideration. SOCPAC proposed a higher MAG of $1,000,000, which is $200,000 above the RFP requirement, and proposed the minimum required PGR of forty-five percent for arcade rentals and filming and ten percent for miscellaneous arcade retail sales.

For the F&B operation, the RFP required a MAG of $25,000 and a minimum PGR of ten percent for food and non-alcoholic beverages, fifteen percent for birthday party and group package sales, and twelve percent for alcohol sales. SOCPAC proposed a higher MAG of $40,000, which is

$15,000 above the RFP requirement and proposed the minimum required PGR of ten percent for food and non-alcoholic beverages, fifteen percent for birthday party and group package sales, and twelve percent for alcohol sales.

Improvements

The concession improvements will consist of the following:

- Arcade: SOCPAC proposed to invest in improvements to the SOCP arcade, kitchen and dining areas. This includes remodeling the men's and women's restrooms, including new restroom fixtures and using graffiti resistant materials. Improvements will be made to expand the dining area to create a clear line of sight from the cafe dining area into the arcade area. SOCPAC will install as many as fifty upgraded arcade features, including video games, simulators, attractions and redemption kiosks.

- F&B: The F&B improvements include upgrading the kitchen flooring to commercial grade level and repainting the interior of the dining room and kitchen (excluding murals). Other upgrades include a commercial triple stacked pizza oven and new dining room tables and chairs. Television screens will be installed in the dining area for viewing and menu display. Additional equipment includes fryers, a flat top grill, an ice maker, a refrigerated food preparation station, a point of sale system, and walk-in refrigerator and freezer. SOCPAC will be responsible for any other improvements required by the Los Angeles Department of Health Services in order to operate the F&B concession.

SOCPAC will invest the following minimum amounts as proposed:

| | |
|---|---|
| Arcade | $1,160,000 |
| F&B | $78,500 |
| **Total** | **$1,238,500** |

ENVIRONMENTAL IMPACT

The proposed Project consists of issuance of a license to use an existing facility involving negligible or no expansion of use, minor alterations of existing public structures such as interior alterations involving such things as interior partitions, plumbing, and electrical conveyances and placement of minor structures accessory to (appurtenant to) existing institutional facilities

According to the parcel profile report retrieved September 15, 2023, the Project area resides in a liquefaction zone. This Project will not create conditions that could lead to liquefaction. This site is not within a coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of September 15, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at https://geotracker.waterboards.ca.gov/) have not listed the Project site, but listed

Local Case # XS001662 near the Project area (within 1,000 feet). This case – which was closed by the Regional Water Quality Control Board in 2007 – concerned a leaking underground storage tank. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Sections 15301 and 15311 of California CEQA Guidelines and Article III, Section 1, Class 1(1), Class 1(14) and Class 11(6) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon Board's approval.

FISCAL IMPACT STATEMENT

The proposed Agreement guarantees minimum annual revenue to RAP of $1,040,000. Based on historical trends, the revenue share projection for the primary ten-year term is approximately $16,500,000.

STRATEGIC PLAN ITINTIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

**Goal No. 6**: Build Financial Strength & Innovative Partnerships
**Outcome No. 2**: Improved management of rental facilities and concessions
**Result**: The approval of this Report will allow park visitors and the neighboring community to continue to enjoy the arcade and F&B concession while generating significant revenue to RAP.

LIST OF ATTACHMENTS

1) Proposed Agreement for the Operation and Maintenance of the Sherman Oaks Castle Park Arcade and Food & Beverage Concession and Exhibits

2) Sherman Oaks Castle Parks Rates and Fees

This Report was prepared by Sonia Robinson, Management Analyst, Special Operations Branch, Concessions Unit.

# SHERMAN OAKS CASTLE PARK
# ARCADE AND FOOD & BEVERAGE
# OPERATION AND MAINTENANCE
# CONCESSION AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

SHERMAN OAKS CASTLE PARK ARCADE AND CAFE, LLC

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**SHERMAN OAKS CASTLE PARK ARCADE AND FOOD & BEVERAGE OPERATION AND MAINTENANCE CONCESSION AGREEMENT**

THIS Agreement (hereinafter "AGREEMENT") is made and entered on this _____ day of _____, 2025, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Department of Recreation and Parks (hereinafter referred to as "CITY"), and Sherman Oaks Castle Park Arcade and Café, LLC, a California limited liability company (hereinafter referred to as "CONCESSIONAIRE").

**WHEREAS**, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by providing arcade and food & beverage services at the Sherman Oaks Castle Park (hereinafter "CONCESSION"); and

**WHEREAS**, the CITY finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks available personnel in its employ with sufficient expertise to undertake these specialized services; and

**WHEREAS**, the CITY finds, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation and maintenance of the CONCESSION; and

**WHEREAS**, RAP finds it is necessary to utilize a standard request for proposal (RFP) process and to evaluate proposals received based upon the criteria included in an RFP; and

**WHEREAS**, RAP advertised for proposals for the operation and maintenance of the CONCESSION, to include arcade and food & beverage services to the public; and

**WHEREAS**, on May 16, 2023, RAP received and evaluated one proposal from Butterfield Games, Inc. (a partner in Sherman Oaks Castle Park Arcade and Café, LLC) which was deemed non-responsive; and

**WHEREAS**, subsequently RAP entered into negotiations directly with CONCESSIONAIRE; and

**WHEREAS**, RAP has vetted and selects CONCESSIONAIRE to provide arcade and food & beverage services; and

**WHEREAS**, CONCESSIONAIRE desires to enter into such AGREEMENT to provide services of the type and character required therein by CITY to meet the needs of the public at the CONCESSION.

**NOW THEREFORE**, in consideration of the terms, covenants and conditions hereinafter to be kept and performed by the respective parties, it is agreed as follows:

## SECTION 1. DEFINITIONS

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set for:

| | |
|---|---|
| AGREEMENT: | This Concession Agreement consisting of thirty-six pages and ten exhibits (A-J) attached hereto |
| BOARD: | Board of Recreation and Park Commissioners |
| CITY: | The City of Los Angeles, Acting by and through its Board of Recreation and Park Commissioners |
| CONCESSION: | Sherman Oaks Castle Park Arcade and Food & Beverage (F & B) Concession |
| CONCESSIONAIRE: | Sherman Oaks Castle Park Arcade and Cafe, LLC (SOCPAC) |
| RAP: | The Department of Recreation and Parks |
| FACILITIES: | Sherman Oaks Castle Park, 4989 Sepulveda Blvd. Sherman Oaks, CA 91403 |
| LAAC: | Los Angeles Administrative Code |
| LAMC: | Los Angeles Municipal Code |
| PREMISES: | The geographical area, as defined in Section 3 of this AGREEMENT, in which the concession may be operated (Exhibit B). |
| STANDARD PROVISIONS: | Standard Provisions for City Contracts (Rev. 1/25 [v.2]) attached hereto as "Exhibit A" and incorporated herein. |

## SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE, the exclusive right and obligation within the CONCESSION, to operate the arcade and food & beverage service on the PREMISES.

CONCESSIONAIRE is granted the right to use the designated PREMISES for the purpose of providing arcade and food & beverage services. CONCESSIONAIRE may propose the option of

providing related amenities and services. Any other activity is prohibited without prior written consent of the RAP General Manager or his or her designee.

The CONCESSION rights herein granted shall be carried on at the FACILITIES solely within the limits and confines of said areas designated as PREMISES (Section 3) in this AGREEMENT. CONCESSIONAIRE, by accepting the AGREEMENT, agrees for itself, and its successors and assigns, that it will not make use of the PREMISES in any manner which might interfere with the recreational uses of the FACILITIES.

In the event of a conflict between CONCESSIONAIRE and any other concessionaire or any lessee at the FACILITIES regarding the services to be offered or products to be sold by respective concessionaires or lessees, RAP shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and CONCESSIONAIRE hereunder agrees thereafter to be bound by said determination.

RAP reserves the right to further develop or improve the PREMISES as it sees fit, without interference or hindrance, however RAP shall consider the desire and views of CONCESSIONAIRE.

## SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: Sherman Oaks Castle Park, 4989 Sepulveda Blvd., Sherman Oaks, CA 91403. The PREMISES shall include the arcade, kitchen and food service area, parking stalls, indoor/outdoor dining and terrace area, shared office space, storage and game tech rooms, and restrooms, and any portion that RAP's General Manager by express written consent, approves for CONCESSION operation. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by RAP.

CONCESSIONAIRE shall not use or allow the PREMISES to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY, relating to sanitation or the public health, safety or welfare or operations at and use of the PREMISES.

## SECTION 4. TERM OF AGREEMENT

The term of the AGREEMENT shall be for ten years, with one five-year extension option exercisable at the sole discretion of RAP's General Manager, effective on the date of execution. Neither RAP, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke the AGREEMENT.

## SECTION 5. OPERATING RESPONSIBILITIES

CONCESSIONAIRE shall, at all times during the term of the AGREEMENT, comply with the following conditions:

- Optimize visitor participation at the CONCESSION

- Provide safe, fun and exciting state-of-the-art arcade games and delicious healthy food options
- Provide friendly service at reasonable prices while generating revenue to the CONCESSIONAIRE and CITY
- Maintain the cleanliness and appearance of the CONCESSION to the satisfaction of RAP and meet the standards of the food industry. Provide on-going maintenance of structures, furnishings and equipment
- Establish and increase a strong customer base through the use of marketing and advertising tools and community outreach
- Implement, maintain, and enforce all health and safety rules and regulations as required by City, County, State, and Federal agencies
- Display awareness of the demographics and special needs of the community
- Collaborate with RAP and adjacent concessionaires during the normal course of business and as unforeseeable problems arise
- Attend periodic meetings with SOCP Concessionaires and RAP staff

**Arcade**

- Provide and maintain state-of-the-art games appealing to a wide variety of customers
- Provide and maintain ATM to accommodate guests
- Provide a change machine, kiosk or other alternative to provide change to customers
- Provide necessary equipment to purchase games (i.e. cashless card system, token machine etc.)
- Provide party and group packages for purchase
- Coordinate with SOCP facility management to develop and implement a procedure to track purchases for groups and parties
- Employ at least one gaming technician on site during hours of operation
- Adequately staff the prize redemption counter and stock the redemption prize inventory with quality merchandise

**Food and Beverage**

- Provide F & B services including breakfast selections and a beer and wine menu on a year-round basis to serve members of the public, while being sensitive to the surrounding community (CONCESSIONAIRE will be responsible for obtaining the required the California Department of Alcoholic Beverage Control license to serve beer and wine)

- Provide F & B services at reasonable market prices to meet the needs and expectations of CITY, park patrons, and the neighboring community

- Provide sufficient levels of party host and kitchen staff to meet public demand

- Maximize patron experience through high-quality and uniquely featured offerings, quality of service, and an attractive ambiance

- Provide recyclable tableware for dine-in and take out orders

- Provide, install, and/or renovate any necessary structures, furnishings or equipment to create an inviting, and profitable Concession

A. **Cleanliness**

CONCESSIONAIRE shall, at its own expense, keep the PREMISES and the surrounding area [extending at least twenty-five (25) feet from the PREMISES] clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said PREMISES.

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. If no trash storage area is made available, CONCESSIONAIRE shall provide at its own expense and with RAP's prior written approval, an enclosed area concealing the trash storage from public view. RAP will incur the cost of all garbage pick-up from the main dumpster for the PREMISES during the term of this AGREEMENT.

B. **Conduct**

CONCESSIONAIRE and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the satisfaction of RAP.

C. **Disorderly Persons**

CONCESSIONAIRE shall use its best efforts to disallow any intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

Minor rule enforcement to achieve compliance shall be handled by CONCESSIONAIRE. Rule enforcement that results in terminating use of the arcade and food & beverage CONCESSION shall be handled by CONCESSIONAIRE.

D. **Personnel**

1. **Freedom from Tuberculosis**
CONCESSIONAIRE, on behalf of all employees of the CONCESSION shall provide to RAP certificates for each, indicating freedom from communicable tuberculosis as required under Section 5163 of the California Public Resources Code.

2. **Qualified Personnel**
CONCESSIONAIRE will, in the operation of the CONCESSION, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with RAP. All such personnel, while on or about the PREMISES, shall be neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification. No person employed by CONCESSIONAIRE, while on or about the PREMISES, shall be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct. In the event an employee is not satisfactory, RAP may direct CONCESSIONAIRE to remove that person from the PREMISES.

3. **Concession Manager**
CONCESSIONAIRE shall appoint, subject to written approval by RAP's General Manager, a Concession Manager. Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of goods and services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the business. During the days and hours established for the operation of the subject CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

4. **Approval of Employees, Volunteers and Subcontractors**
RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. Failure of CONCESSIONAIRE to obtain RAP's written approval of all persons operating under the authority of this AGREEMENT on the PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at the PREMISES to RAP prior to commencing operations pursuant to this AGREEMENT. All changes to the approved list of employees, volunteers and subcontractors shall be submitted to RAP for written approval prior to any employee, volunteer or subcontractor commencing work at the PREMISES. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at the PREMISES. Each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) shall be required to fill out a form requesting the information required by Section 5164, and RAP reserves the right to fingerprint and conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the PREMISES at RAP's instruction.

E. **Pricing and Standards**

1. RAP agrees that CONCESSIONAIRE's services, including its price for same, shall be within CONCESSIONAIRE's discretion; subject, however, to disapproval by RAP if the services or equipment is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for services. This list shall be updated whenever prices are changed.

2. CONCESSIONAIRE shall offer arcade and F & B services as described in Butterfield Games, Inc.'s proposal, which is attached hereto as (Exhibit C). The arcade and F & B services provided by CONCESSIONAIRE on said PREMISES shall be of a high quality acceptable to industry standards and in conformance with all Federal, State and Municipal laws, ordinances, and regulations in every respect. RAP's General Manager or his or her designee may order the improvement or upgrade of the CONCESSION.

   CONCESSIONAIRE shall provide and maintain state-of-the-art arcade games, card kiosk, change machine, ATM and all other necessary equipment to operate games. CONCESSIOAIRE should adequately staff the prize redemption counter and stock the redemption prize inventory with quality merchandise.

3. All services and menu items offered and/or sold by CONCESSIONAIRE on said PREMISES, shall be of high quality and must be related to the ordinary business of the CONCESSION. No adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE. All equipment and merchandise kept for rent or sale by CONCESSIONAIRE shall be subject to the approval or rejection of RAP's General Manager and CONCESSIONAIRE shall remove from the PREMISES any article which may be rejected and shall not again offer it for rent or sale without the written approval of RAP's General Manager. RAP's General Manager may order the improvement of the quality of any merchandise kept or offered for rent or sale.

   CONCESSIONAIRE shall not use artificial trans fat (e.g., industrially created partial hydrogenation plant oils) in the preparation of food products. All prepared food items are to be free of artificial trans fat. CONCESSIONAIRE shall attempt to use only artificial trans fat free prepackaged food items.

   The sale of beer, wine, and liquor is permitted at the CONCESSION. CONCESSIONAIRE shall post signs prohibiting the sale of alcoholic beverages to minors and shall take all additional necessary action(s) to ensure that beer and wine, are not dispensed to minors. Sale of alcoholic beverages requires the CONCESSIONAIRE to obtain a license from and compliance with the rules and regulations of the California Department of Alcoholic Beverage Control (ABC).

   Menu must include a variety of healthy choice options for food and beverages. This includes the availability of fresh fruits and vegetables, water, 100% fruit juice beverages with no added sweeteners and providing health snacks as defined by the California Education Code (Part 27, Chapter 9, Article 2.5, Section 49431(a), Subsections 2 and 3).

   Menu must also include breakfast selections on weekends; daily lunch, dinner and healthy snack offerings, including vegan options; non-alcoholic beverages; and beer and wine offerings, and Kosher food options. CONCESSIONAIRE must provide recyclable dine-in and take out tableware.

4. CONCESSIONAIRE shall coordinate party and group packages for purchase with RAP facility management and develop and implement a procedure to track purchases. The packages must include arcade games, food service, miniature golf, and batting cages may be included as an option. The parties are held in any one of three outdoor dining areas or a portion of the indoor dining area.

   CONCESSIONAIRE shall assist RAP with party/group set up and provide a host, who prepares the event areas, serves as a customer service representative for the patrons, and verifies and finalizes food orders. CONCESSIONAIRE shall provide sufficient staff to prepare and deliver food and beverages to event areas and coordinate with RAP staff and other concessionaire(s) to occasionally revise event services as necessary and keep packages reasonably priced. RAP will provide

recyclable paper goods for parties and install decorations. Patrons must provide their own cake(s) and candles.

CONCESSIONAIRE will be required to dedicate at least one staff member as a party host for every two parties held on the same day. A manager is required at all times with a minimum of two staff members in non-peak hours and a minimum of three staff members in peak/weekend hours as determined by Park Services' on-site manager. CONCESSIONAIRE shall coordinate with RAP to occasionally revise party/group services as necessary.

Further delineation of birthday party and group package duties may be negotiated between CONCESSIONAIRE and RAP/Park Services prior to contract execution.

Concessionaire party package revenue distribution will be processed by Park Services in accordance with the BOARD-approved Sherman Oaks Castle Park Rates and Fees (Report No. 22-286), as may be amended from time to time.

5. All merchandise sold or kept for sale by CONCESSIONAIRE shall be of a quality acceptable to industry standards and conform to all Federal, State and Municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE and all edible merchandise kept on hand shall be stored and handled with due regard for sanitation. In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted. All merchandise kept for sale by the CONCESSIONAIRE shall be kept subject to the approval or rejection of RAP's General Manager, and CONCESSIONAIRE shall remove from the PREMISES any article which may be rejected and shall not offer it for sale without the consent of RAP's General Manager. RAP's General Manager may order the improvement of the quality of any merchandise kept or offered for sale.

   All merchandise, arcade and food/beverage subcontractors selected by the CONCESSIONAIRE shall be subject to the approval of RAP's General Manager.

6. CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving cartons, etc.) distributed with take-out CONCESSION products. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense take-out food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which in the opinion of RAP's General Manager, negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all CITY and RAP recycling programs.

7. CONCESSIONAIRE is prohibited from selling other merchandise not outlined in proposal or this AGREEMENT without the written consent of RAP's General Manager.

In addition, any merchandise for rent or sale by CONCESSIONAIRE shall be subject to the approval or rejection of RAP's General Manager, and CONCESSIONAIRE shall remove from the PREMISES any article, which may be rejected and shall not offer it for rent or sale without the consent of RAP's General Manager. RAP's General Manager may order the improvement of the quality of any merchandise offered for rent or sale.

CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

F. **Diversion of Business**

CONCESSIONAIRE shall not divert, cause, allow, or permit to be diverted any business from the PREMISES and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under the AGREEMENT.

G. **Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own equipment, furnishings, and expendables, but not improvements, from the PREMISES and shall be allowed a period of seven calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY.

CONCESSIONAIRE agrees to provide, to the satisfaction of RAP, at a minimum, the following equipment at the PREMISES seven days prior to commencement of operations:

- Provide sufficient quantity of arcade games and necessary operating equipment
- Provide game purchasing kiosks and ATM machines
- Provide quality game redemption prizes
- Designate a minimum of one technician on site during regular hours of operation and a second technician during peak hours
- Provide necessary kitchen equipment, tableware and accessories to serve food and beverages
- Provide a healthy and quality food & beverage menu, including breakfast, kosher, and beer and wine options
- Provide adequate dining area seating for customers

H. **Maintenance of Equipment**

CONCESSIONAIRE shall, at all times and at its expense, maintain all equipment whether owned and/or installed by CONCESSIONAIRE or CITY, and conduct regularly scheduled repairs and maintenance to the arcade games and kitchen equipment and other related equipment. CONCESSIONAIRE shall attempt to repair or replace broken or malfunctioning machines or equipment within 48 hours and ensure that all necessary lighting in the arcade and F & B area function adequately and, when necessary, are promptly replaced. Electrical panels, along with all fixtures, plate and mirror glass, equipment, and personal property therein, must be kept in good repair and in a clean,

sanitary, and orderly condition and appearance. RAP will be responsible for utility lines and repairs, including telephone, exterior to the PREMISES.

All maintenance, repairs and replacements of all equipment shall be performed at the sole expense of the CONCESSIONAIRE. CONCESSIONAIRE may elect to not use CITY-owned equipment, with prior written consent of RAP.

No equipment provided by RAP shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP, and if consent is secured, such removal and/or replacement shall be at the expense of CONCESSIONAIRE.

I. **Claims for Labor and Materials**

CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible matter produced by the CONCESSIONAIRE hereunder), against the CONCESSIONAIRE's rights hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

J. **Signs and Advertisements**

CONCESSIONAIRE shall post, implement, and enforce all required safety rules and regulations related to the CONCESSION.

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without prior written approval from RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of other appropriate agencies.

CONCESSIONAIRE shall place a public notice that the Sherman Oaks Castle Park Arcade and Café, LLC operates the CONCESSION. The address and phone number of CONCESSIONAIRE will be shown along with the notation that all complaints shall be referred directly to the CONCESSIONAIRE.

CONCESSIONAIRE shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

**"In Collaboration with the City of Los Angeles Department of Recreation and Parks."**

Upon the expiration or termination of the AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as RAP may direct, any and all of its signs and displays and in connection therewith, and shall restore said PREMISES and improvements thereto to the same condition as prior to the placement of any such signs or displays.

RAP may, at its discretion, install RAP- issued umbrella or canopy shade structure bearing the CITY or RAP logo. Said umbrella or canopy shade structure shall be provided by RAP

at no cost to CONCESSIONAIRE. RAP- issued umbrella and/or canopy shade structures shall remain CITY property and shall be returned to RAP upon the expiration or earlier termination of this AGREEMENT.

K. **Utilities**

CONCESSIONAIRE shall be responsible for utility charges associated with the CONCESSION. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for electricity, heat, air-conditioning, and other utility services to PREMISES, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for telephone and internet/Wi-Fi services, which will be in the name of CONCESSIONAIRE.

CONCESSIONAIRE shall reimburse RAP if any utility charges are paid by RAP.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances where damage to any utility service line is caused by CONCESSIONAIRE, its employees, contractors, sub-contractors, suppliers, agents, or invitees, CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages occasioned thereby.

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs. At the discretion of RAP's General Manager or his or her designee, RAP may require CONCESSIONAIRE to establish recyclables collection and/or implement additional waste diversion strategies within the PREMISES

L. **Vending Machines**

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines without prior written approval of RAP. RAP shall have the right to order the immediate removal of any unauthorized machines.

M. **Safety**

CONCESSIONAIRE shall be required to:

- Publicly post, implement, and enforce all required safety rules and regulations related to the CONCESSION; and
- Ensure that all staff is trained and knowledgeable of guidelines for the proper operation of the arcade and food & beverage facility and related equipment.

In the event that adequate staffing procedures and/or safety monitoring are not being maintained by CONCESSIONAIRE, RAP's General Manager or his or her designee may direct CONCESSIONAIRE to close the CONCESSION at CONCESSIONAIRE's expense until it has been determined that it is safe to resume operations.

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (see Section 18, "NOTICES," for mailing address) (Exhibit D). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of CITY could lead, to injury, RAP may, in addition to all other remedies which may be available to CITY, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand.

N. **Environmental Sensitivity**

The CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with CITY policies regarding protection of the environment including the protection of those existing facilities and natural resources at and near the PREMISES. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.

O. **Fund Raising Activities**

CONCESSIONAIRE will be expected to cooperate with RAP personnel on all matters relative to the conduct of fund-raising and/or special events at the discretion of RAP.

P. **Community Outreach**

CONCESSIONAIRE shall coordinate and cooperate with RAP to develop strategies for outreach to all members of the community, particularly those living in low-to-moderate income areas, fixed-income households, youth, the disabled, etc., to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.

RAP and CONCESSIONAIRE agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PREMISES, or the CONCESSION, except as may be legally required by applicable laws, regulations, or judicial order. RAP and CONCESSIONAIRE agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PREMISES. Further, any press release, public announcement, marketing materials, or brochures prepared by either RAP or CONCESSIONAIRE, shall appropriately acknowledge the contributions of both RAP and CONCESSIONAIRE. To the extent stipulated in any grant agreement, RAP and CONCESSIONAIRE shall duly notify any grantors, and each other, prior to any public

or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, RAP and CONCESSIONAIRE shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both RAP and CONCESSIONAIRE, including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either RAP or CONCESSIONAIRE, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

CONCESSIONAIRE agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement at the beginning or introduction of such release:

"This concession is operated under a written agreement with the
City of Los Angeles, Department of Recreation and Parks,
and is in collaboration with the mission and activities of RAP"

Q. **Amplified Sound**

No amplified sound is permitted by CONCESSIONAIRE in its operations on PREMISES without prior written approval of RAP's General Manager.

R. **Security**

CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.

S. **Quiet Enjoyment**

CITY agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon the CONCESSIONAIRE's quiet enjoyment of the PREMISES, RAP shall have final determination of any solution to such dispute; RAP's final determination shall be binding upon all parties in such dispute.

T. **Filming**

It is the policy of RAP to facilitate the use of CITY-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of parks for film production purposes. Any commercial filming shall be subject to approval by RAP and the Film Office. All fees for use of park premises by film production companies shall be established and collected by the Film Office in accordance with RAP policies. The Park Film Office may be reached at (323) 644-6220. If PREMISES is used as a film location, CONCESSIONAIRE agrees to report any revenue received from use of the PREMISES

and any property of the CONCESSIONAIRE as a film location and to share that revenue equally with RAP.

U. **Receipts**

1. CONCESSIONAIRE shall offer receipts to customers for every transaction.

2. CONCESSIONAIRE shall at all times place a sign within twelve inches of any cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt is not provided for this transaction, please contact the Department of Recreation and Parks - Concessions Division (213) 202-3280."

## SECTION 6. IMPROVEMENTS

The CONCESSIONAIRE is required to make improvements to the CONCESSION as specified in the improvement sections of Butterfield Games, Inc.'s proposal, which is attached hereto as (Exhibit C). RAP encourages improvements that will enhance and beautify the CONCESSION. In the event improvements, repairs or physical alterations are required for any reason during the term of the AGREEMENT, such improvements, repairs or physical alterations to the CONCESSION may be initiated by CONCESSIONAIRE with prior written approval from RAP's General Manager.

**The arcade improvements are as follows:**

CONCESSIONAIRE shall remodel men's and women's restrooms to allow for more privacy and install new bathroom fixture.

CONCESSIONAIRE shall create a clear line of site from the café to the arcade by removing the interior wall (railing).

CONCESSIONAIRE shall add approximately 50 new pieces of equipment in the form of video games, simulators, attractions, and redemption machines.

**Improvements - Arcade Equipment Investments**

| Equipment Investments | Costs |
|---|---|
| Qube | $ 120,000.00 |
| Rolla Ball | $ 130,000.00 |
| Klime Wallz | $ 95,000.00 |
| Zombie Jam Basketball (3) | $ 11,568.68 |
| NBA Hoops | $ 28,307.52 |
| Bobble Head Baseball | $ 5,619.53 |
| Godzilla VR | $ 47,555.85 |
| NBA Superstars | $ 16,222.43 |
| Future Equipment Estimate | $ 545,725.99 |
| TOTAL EQUIPMENT INVESTMENT | $1,000,000.00 |

**The F & B improvements and equipment are as follows:**

CONCESSIONAIRE shall upgrade the kitchen and dining room floors with commercial kitchen grade level flooring as approved by the Los Angeles County Department of Health Services.

CONCESSIONAIRE shall repaint the interior of the dining room and kitchen area.

CONCESSIONAIRE shall install commercial grade triple stacked pizza oven.

CONCESSIONAIRE shall provide dining room tables and chairs.

CONCESSIONAIRE shall install a large screen monitor to display menu.

CONCESSIONAIRE shall provide fryers, flat top grill, ice maker machine, refrigerated preparation station.

CONCESSIONAIRE shall install a point-of-sale system.

CONCESSIONAIRE shall install a walk-in refrigerator and freezer.

These CONCESSION improvements set forth above are valued $1,238,500. The restroom remodeling, removal of the dining interior wall to provide a clear line of sight from the café to the arcade, the kitchen and dining room floor upgrades and repainting the interior kitchen and dining room areas must be completed no later than two years from the date of final execution of this Agreement. CITY shall hold CONCESSIONAIRE responsible for guaranteeing the completion of all improvements, according to approved plans and conceptual renderings as submitted to and approved by RAP, regardless of cost. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for CONCESSION improvements shall be a material breach of this AGREEMENT. CITY reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, completed as stipulated, or completed to the satisfaction of RAP. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from the CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in Section 12, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified herein, or as may be later prescribed by RAP, are subject to a penalty of $100.00 per day for each calendar day over the appropriate time limit. At the conclusion of each improvement, CONCESSIONAIRE shall submit proof of project completion to RAP. At that point, RAP will inspect the submitted improvement to confirm completion. All improvements shall become the property of the CITY. Additionally, if the value of all such completed improvements is less than $1,238,500, CONCESSIONAIRE will be responsible to RAP for the payment of the difference within 30 days of written notification to CONCESSIONAIRE.

RAP reserves the right to further develop or improve the FACILITIES and the PREMISES as it sees fit, and without interference or hindrance by CONCESSIONAIRE. Such development or improvement may require the suspension or termination of the AGREEMENT. RAP shall not be

liable for loss of business which results from the construction of any development or improvements to the FACILITIES or the PREMISES.

**FURNITURE, FIXTURES AND EQUIPMENT**

New arcade video games, simulators, attractions, and redemption machines as indicated above shall be installed throughout the contract term.

The F & B kitchen and dining room furniture, fixtures and equipment listed above should be installed upon contract execution.

A. **Compliance with Applicable Rules and Regulations**
All structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE in the FACILITIES, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances, building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the FACILITIES or CONCESSIONAIRE's operations therein. The written approval by RAP of any improvements as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with CONCESSIONAIRE.

B. **Procurement of Permits and Approvals**
CONCESSIONAIRE shall, at its sole expense, and prior to construction of any improvements, procure all building, fire, safety, aesthetic, environmental, and other permits and approvals necessary for the construction of the structural and other improvements, installation of the equipment, and the interior design and decor. Copies of all said permits and approvals shall thereafter be submitted to RAP. No permission to begin said improvements shall be granted by RAP prior to CONCESSIONAIRE obtaining of said permits and approvals.

C. **Subcontractors**
CONCESSIONAIRE shall require by any contract that it awards in connection with the structural or other improvements, the installation of any and all equipment, and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, and submit to CITY evidence of required insurance coverage.

## SECTION 7. HOURS / DAYS OF OPERATION

The CONCESSION must be open, weather permitting, in conjunction with the Sherman Oaks Castle Park miniature golf operation, in coordination with RAP staff. The minimum hours of operation are as follows:

| | |
|---|---|
| Sunday through Thursday | 10 a.m. to 10 p.m. |
| Friday and Saturday | 10 a.m. to 11 p.m. |

*Hours subject to change seasonally

CONCESSIONAIRE must post the hours of operation in a location visible to the public, and must be open for business during the hours posted. Hours of operation may not be changed without prior written approval of RAP.

CONCESSIONAIRE shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use at PREMISES, including concerns related to parking, traffic, and attendance.

## SECTION 8. REVENUE-SHARING FEE PAYMENT

As part of the consideration for CITY's granting the CONCESSION rights herein above set forth, CONCESSIONAIRE shall pay to CITY a monthly revenue-sharing fee of:

Arcade

The greater of:

- For year one a Minimum Annual Guarantee (MAG) of $1,000,000. The MAG for years two through ten is the previous year's MAG or 90% of the actual revenue share amount payable to RAP for the previous contract year. In no event will the MAG for a given year be less than the previous year's MAG.

or

- The combined percentage of gross (PGR) receipts as follows:
  - 45% of all arcade rentals and filming revenue
  - 10% of all other retail sales

Food & Beverage

The greater of:

- For year one a MAG of $40,000. The MAG for years two through ten is the previous year's MAG or 90% of the actual revenue share amount payable to RAP for the previous contract year, whichever is greater. In no event will the MAG for a given year be less than the previous year's MAG.

or

- The combined PGR as follows:
  - 10% of gross receipts from food and non-alcoholic beverage sales
  - 15% of gross receipts from party and group package sales
  - 12% of gross receipts from alcohol sales

Refer to Section 8.B for the definition of "Gross Receipts."

If the minimum annual revenue-sharing payment is not met by December 31st of each calendar year, the difference between the actual revenue-sharing payment received by CITY and the minimum annual revenue-sharing payment will be due to CITY by January 15th of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

A. **Revenue-Sharing Payment Due**
Said payment shall be due and payable (postmarked) by the fifteenth day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Remittance Advice Form (Exhibit E) shall be addressed to:

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
ATTENTION: Special Operations Branch/Concessions Unit
P. O. Box 86328
Los Angeles, CA 90086

**B.** The term "gross receipts" is defined as the total revenue collected for services or goods (whether or not such services are performed as a part of or in connection with the sale of goods) by the CONCESSIONAIRE. CONCESSIONAIRE shall maintain an accurate accounting method for the CONCESSION which correctly reflects all gross receipts and disbursements by CONCESSIONAIRE from the CONCESSION operation. Methods of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other business operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents for his CONCESSION, but not include any of the following:

1. Cash discounts allowed or taken on sales;

2. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;

3. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;

4. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;

5. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of CONCESSIONAIRE where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the PREMISES;

6. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;

7. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;

8. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;

9. Fair market trade-in allowance, in the event merchandise is taken in trade;

10. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;

11. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees, if concurred by RAP.

CONCESSIONAIRE shall not reduce or increase the amount of gross receipts, as herein defined, as a result of any of the following:

12. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;

13. Any losses resulting from bad checks received from consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to CONCESSIONAIRE by customer or purchaser; and,

14. Any arrangement for a rebate, kickback, or hidden credit given or allowed to a customer.

RAP may consider the exclusion of losses resulting from reversed credit or debit card payments, bad checks, or other dishonored payments and allow adjustments to payments with proper documentation such as bank notifications of chargebacks or other valid proof of non-collection as provided by the concessionaire.

C. **Monthly Revenue-Sharing Reports**

CONCESSIONAIRE shall transmit with each revenue-sharing payment a Monthly Gross Receipts and Revenue-Sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit E), for the month for which a payment is submitted.

D. **Late Payment Fee**

Failure of CONCESSIONAIRE to pay any of the revenue-sharing payments or any other fees, changes, or payments required herein on time is a breach of the AGREEMENT for

which CITY may terminate same or take such other legal action as it deems necessary.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by CONCESSIONAIRE, the latter recognizes that CITY will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, CONCESSIONAIRE agrees to pay the CITY a late fee set forth below to compensate CITY for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charges for late or delinquent payments shall be $150.00 for each month late plus interest calculated at the rate of 18% per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth day of the month in which payment is due.

The acceptance of late revenue-sharing payments by CITY shall not be deemed as a waiver of any other breach by CONCESSIONAIRE of any term or condition of this AGREEMENT other than the failure of CONCESSIONAIRE to timely make the particular revenue-sharing payment so accepted.

E. **Compliance with Identity Theft Laws and Payment Card Data Security Standards**
CONCESSIONAIRE agrees to comply with all Identity Theft Laws including without limitation, Laws related to: 1) Payment Devices; 2) Credit and Debit Card Fraud; and 3) the Fair and Accurate Credit Transactions Act (FACTA), including its requirement relating to the content of Transaction Receipts provided to Customers. CONCESSIONAIRE also agrees to comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (PCI DSS). During the performance of any service to replace, install, program or update Payment Devices equipped to conduct Credit or Debit Card transactions, including PCI DSS services, CONCESSIONAIRE agrees to verify proper truncation of receipts in compliance with FACTA. CONCESSIONAIRE understands that failure to ensure proper truncation will result in the imposition of liability and defense costs that may arise out of consequent litigation.

F. **Method of Payment**
CONCESSIONAIRE shall pay the monthly payment to RAP by using automated clearinghouse (ACH) or other electronic funds transfer (EFT).

## SECTION 9. ADDITIONAL FEES AND CHARGES

A. If CITY pays any sum or incurs any obligations or expense which CONCESSIONAIRE has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, costs, (including CITY's 15% administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due

hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by CITY in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 8 hereof.

B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.

C. Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by RAP or not, may result in additional charges; however, any such use without the prior written approval of RAP shall also constitute a material breach of AGREEMENT and is prohibited.

## SECTION 10. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all necessary janitorial duties and damage/maintenance repairs, to the satisfaction of RAP. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

### A. Interior of Premises

1. Areas to be maintained by CONCESSIONAIRE:
   CONCESSIONAIRE shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, and utility systems which may now or hereafter exist thereon, whether installed by CITY or CONCESSIONAIRE. Improvements shall include all buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY- owned facilities (buildings, fences, posts, signs, electrical hook-ups, tracks, tanks, etc.).

   CONCESSIONAIRE shall provide all maintenance, repair, and service required on all interior areas, surfaces, and equipment used in the PREMISES and keep such equipment in good repair and in a clean and orderly condition and appearance. CONCESSIONAIRE shall also be responsible for electrical, mechanical, and maintenance in the interior of the PREMISES, such as lighting fixtures, faucet, spigots; however, CITY shall be responsible for maintenance of utility lines and drains within the walls and floors of the concession PREMISES. Insofar as sanitation and appearance of the PREMISES is concerned, RAP may direct CONCESSIONAIRE to perform necessary repairs and maintenance to the interior of the structure or to the equipment, whether the equipment is CONCESSIONAIRE or CITY property.

2. Duties:
CONCESSIONAIRE's maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and painting that may be required to properly maintain the PREMISES in a safe, clean, operable, and attractive condition. CONCESSIONAIRE shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by RAP to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and maintenance such as light fixtures in the interior of the PREMISES.

B. **Exterior of Premises and Common Passageways**
CITY shall maintain the exterior of all buildings and will endeavor to perform all exterior repairs occasioned by normal wear and tear, and the elements, unless otherwise provided for in the AGREEMENT. Common passageways leading to other CONCESSION facilities or offices maintained by CITY which also lead to the PREMISES shall not be considered under the control of CONCESSIONAIRE for purposes of this Section. In addition, CITY shall be responsible for maintenance of the lawn area within the perimeter of the PREMISES, including mowing and watering, and shall maintain all existing landscaping, trees, and bushes on the PREMISES. CITY shall also maintain the existing water, drain and sewer systems, provided, however, that CONCESSIONAIRE shall make every effort not to clog such systems with manure or other debris from all operations.

C. **Correction of Conditions Leading to Damage**
If CONCESSIONAIRE fails, after written notice, to correct such conditions which have led or, in the opinion of CITY, could lead to significant damage to CITY property, RAP may at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such PREMISES included in said notice, with the cost thereof, plus 15% for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand. If, for any reasons, payment of such fees becomes delinquent, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

D. **Property Damage and Theft Reporting**
CONCESSIONAIRE shall complete and submit to RAP a "Special Occurrence and Loss Report" (Exhibit F) in the event that the PREMISES and/or CITY-owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the PREMISES. Blank forms for this purpose shall be provided by RAP.

E. **Damage or Destruction to Premises**

1. **Partial Damage**
If all or a portion of the PREMISES is partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by CITY at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expense incurred in making such repairs.

2. **Extensive Damage**

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by CITY at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by RAP as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges will not abate and CONCESSIONAIRE shall be responsible for the cost and expenses incurred in making such repairs.

3. **Complete Destruction**

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty days, CITY shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CONCESSIONAIRE may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges shall not abate and CITY may, in its discretion, require CONCESSIONAIRE to repair and reconstruct the same within twelve months of such destruction and CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying CITY rent as determined above during the rebuilding of the FACILITIES.

4. **Limits of CITY'S Obligation Defined**

In the application of the foregoing provisions, CITY may, but shall not be obligated to, repair or reconstruct the PREMISES. If CITY chooses to do so, CITY's obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CONCESSIONAIRE at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurnishing/reequipping shall be equivalent in quality to that originally installed.

F. **Pest Control**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall be responsible for pest control in and around the PREMISES, including but not limited to, abatement of insects (including roaches, bees, flies etc.), spiders, rodents, vermin, and other nuisance pests, if the pests are found in or on structures or areas used and

maintained by CONCESSIONAIRE, such as any of the following portions of the PREMISES:

1. Any portion of a building or enclosed structure with walls, roof, and doors, such as storage facilities, office space, storage containers owned and/or used by CONCESSIONAIRE.

2. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of CONCESSIONAIRE; or areas, structures, or facilities shared by CONCESSIONAIRE and RAP.

Pest control for pests which may cause permanent structural damage to RAP property (for example, termite infestation) shall be the responsibility of CITY. CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood components painted. RAP may direct CONCESSIONAIRE to take additional measures to abate pests which are an immediate threat to public health or safety.

## SECTION 11. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.

2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the PREMISES, nor do or permit to be done anything which may interfere with free access and passage to the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties.

3. Interfere with the public's enjoyment and use of the FACILITIES or use the PREMISES for any purpose which is not essential to the CONCESSION operations.

4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of RAP.

5. Overload any grounds in the PREMISES.

6. Place any additional lock of any kind upon interior or exterior doors in the PREMISES, or make any change to any existing doors or window locks or the mechanism thereof, unless a key is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior and exterior doors on the PREMISES, whether

said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay CITY, on demand, the cost for replacement thereof.

7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary.

8. Use, create, store or allow any hazardous materials as defined in Title 26, Division 19.1, Section 19-2510 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws.

9. Allow any sale by auction upon the PREMISES.

10. Permit undue loitering on or about the PREMISES.

11. Use the PREMISES in any manner that will constitute waste.

12. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

## SECTION 12. PERFORMANCE DEPOSIT

A. **Amount of Deposit**
CONCESSIONAIRE shall provide RAP a sum equal to $170,000 to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

B. **Form of Deposit**
CONCESSIONAIRE's Performance Deposit shall be in the following form:

A cashier's check drawn on any bank that is a member of the Los Angeles Clearing

House Association, which cashier's check is payable to the order of the City of Los Angeles.

C. **Agreement of Deposit and Indemnity**
CONCESSIONAIRE unconditionally agrees that in the event of any default, CITY shall have full power and authority to use the Performance Deposit in whole or in part to indemnify CITY. All deposits of checks must be immediately so deposited by RAP.

D. **Maintenance of Deposit**
Said Performance Deposit shall be held by CITY during the entire term of the AGREEMENT.

E. **Return of Deposit to CONCESSIONAIRE**
Said Performance Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the deposit shall be surrendered by CITY in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. CITY reserves the right to deduct from the Performance Deposit, any amounts up to and including the full amount of the deposit as stated herein, owed to the CITY by CONCESSIONAIRE as shown by any exit audits performed by CITY, or as compensation to CITY for failure to adhere to the terms and conditions of the AGREEMENT.

## SECTION 13. TAXES, PERMITS, AND LICENSES

A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, ABC license, animal regulation, building permits, police and fire permits, certifications, etc. CONCESSIONAIRE shall perform all necessary coordination to ensure performance of permitted activity.

B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE's operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to CITY for the privilege of occupancy, a tax at the rate of $1.48 per calendar quarter or fractional part thereof for the first $1,000.00 or less of charges (rent) attributable to said calendar quarter, plus $1.48 per calendar quarter for each additional $1,000.00 of charges or fractional part thereof in excess of $1,000.00. Said tax shall be paid quarterly to RAP, on or before the fifteenth of April, July, October,

January of each calendar year, for the preceding three months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, the CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

The charges for late or delinquent payments shall be $150.00 for each month late plus interest calculated at the rate of 18% per annum, assessed monthly, on the balance of the unpaid amount.

## SECTION 14. ASSIGNMENT, SUBLEASE, BANKRUPTCY

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of CITY. For purposes of this Section, a change in the majority ownership of CONCESSIONAIRE shall be deemed a transfer or assignment of this AGREEMENT. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser.

## SECTION 15. BUSINESS RECORDS

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this AGREEMENT and for at least three years thereafter.

A. **Employee Fidelity Bonds**
At RAP's discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

B. **Cash and Record Handling Requirements**
If requested by RAP, CONCESSIONAIRE shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted to RAP for approval.

CONCESSIONAIRE shall be required to maintain a method of accounting which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other business operated by CONCESSIONAIRE or for recording CONCESSIONAIRE's

personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.

2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

4. Cash register tapes shall be retained so that day to day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.

5. Any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

C. **Method of Recording Gross Receipts**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall obtain and install a cash register(s) on which it shall record all gross sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. CONCESSIONAIRE shall not purchase or install the cash register before obtaining RAP's written approval of the specific register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public.

In lieu of a cash register as described directly above, the CONCESSIONAIRE may install a computerized Point-of-Sale system, including hardware and software, to record transactions and receipts. Such computerized Point-of-Sale system must be capable of providing paper receipts to patrons, have a price display which is and shall remain at all times visible to the public, and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the computerized Point-of-Sale system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased.

D. **Annual Statement of Gross Receipts and Expenses**

CONCESSIONAIRE shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations as specified in the AGREEMENT, in a form acceptable to RAP, on or before April 30th, of each calendar year during the term of the AGREEMENT. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. An extension may be granted in writing, prior to the April 30th due date, by RAP provided sufficient verification of the need for the extension is provided, as accepted by RAP. The charge for late or delinquent Statements shall be $100.00 per month or part thereof late.

In addition, CITY may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made

by CONCESSIONAIRE to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay CITY within thirty days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

## SECTION 16. REGULATIONS, INSPECTION, AND DIRECTIVES

A. **Constitutional and Other Limits on CONCESSIONAIRE'S Rights to Exclusivity**
Notwithstanding exclusivity granted to CONCESSIONAIRE by the terms of this AGREEMENT, CITY in its discretion may require CONCESSIONAIRE, without any reduction in rent or other valuable consideration to CONCESSIONAIRE, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by CITY. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

B. **Conformance with Laws**

CONCESSIONAIRE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by CITY with respect to the operation of the CONCESSION;

2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;

3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, Federal, State or Municipal, lawfully exercising authority over the CONCESSIONAIRE's operations; and,

4. Any and all applicable Municipal, State and Federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. **Permissions**
Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or RAP and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall immediately comply with any written request or order submitted to it by CITY or RAP.

D. **Right of Inspection**
CITY and RAP, their authorized representatives, agents and employees shall have the right to enter upon the PREMISES at any and all reasonable times for the purpose of

inspection, evaluation, and observation of CONCESSIONAIRE's operation. Park Rangers are specifically designated as CITY agents and are empowered by CITY to conduct inspections of the PREMISES, evaluate CONCESSIONAIRE and inform RAP fully as to CONCESSIONAIRE's conduct of the CONCESSION. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the PREMISES. The inspections may be made by persons identified to CONCESSIONAIRE as CITY employees, or may be made by independent contractors engaged by CITY. Inspections may be made for the purposes set forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

1. To determine if the terms and conditions of the AGREEMENT are being complied with.

2. To observe transactions between the CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

3. To ensure quality control and verify the validity of mandatory operating permits.

E. **Control of Premises**

CITY shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by said CITY. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

F. **Business Inclusion Program**

CONCESSIONAIRE agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms in accordance with Schedule A (Exhibit H) and applicable law. CONCESSIONAIRE certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. CONCESSIONAIRE shall not change any of these designated sub consultants and subcontractors, nor shall CONCESSIONAIRE reduce their level of effort, without prior written approval of CITY, provided that such approval shall not be unreasonably withheld.

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit I) when submitting the Monthly Remittance Advice. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit J) and certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to RAP within fifteen (15) working days after completion of the AGREEMENT.

G. **First Source Hiring Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the LAAC, as amended from time to time.

1. CONCESSIONAIRE shall, prior to the execution of this AGREEMENT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.

2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:

   a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;

   b. Interview qualified individuals referred by EWDD; and,

   c. Prior to filling any employment opportunity, the CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the LAAC the DAA has determined that the CONCESSIONAIRE intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of the CONCESSIONAIRE's subsequent Contractor Responsibility Questionnaires submitted under LAAC Section 10.40 et seq. This measure does not limit CITY's authority to act under this article.

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONCESSIONAIRE has violated provisions of the FSHO.

H. **CEC Form 50**

Certain contractors must comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if those contractors qualify as a lobbying entity under Los Angeles Municipal Code 48.02.

Bidder Contributions – City Charter Sections 470(c)(12)
CONCESSIONAIRE is subject to Charter section 470(c)(12) and related ordinances. As a result, CONCESSIONAIRE may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office for 12 months after the contract is signed. The bidder's principals and subcontractors performing $100,000.00 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

I. **CEC Form 55**

CEC Form 55 requires CONCESSIONAIRE to identify their principals, their subcontractors performing $100,000.00 or more in work on the contract, and the principals of those subcontractors. CONCESSIONAIRE must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. CONCESSIONAIRES who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

J. **Zero Waste City Facility and Events on City Property Ordinance**

To the extent CONCESSIONAIRE is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K), CONCESSIONAIRE shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, Los Angeles Administrative Code Section 10.53 et seq., as amended from time to time, which provisions are incorporated into and made a part of this AGREEMENT by reference. Any subcontract entered into by CONCESSIONAIRE for work to be performed under this AGREEMENT must include an identical provision.

K. **Executive Directive 35 Requirements and Compliance**

CONCESSIONAIRE shall, within 30 days of the effective date of this AGREEMENT and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of this AGREEMENT), report the following information to CITY via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by CITY: CONCESSIONAIRE's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, CONCESSIONAIRE shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by CITY.

## SECTION 17. SURRENDER OF POSSESSION

CONCESSIONAIRE agrees to yield and deliver possession of the PREMISES to CITY on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by CONCESSIONAIRE or CITY, normal use and wear and tear thereof excepted.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of CITY and CONCESSIONAIRE. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of CITY shall be deemed an acceptance of a surrender of the PREMISES utilized by CONCESSIONAIRE under the AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to CITY and shall, without cost to CITY, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the PREMISES to the same or as good condition, ordinary wear and tear excepted, as the same were in it at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have thirty days to effect removal and restoration. RAP may accept all or a portion of the works, structures, or other improvements on behalf of CITY in lieu of all or a portion of the removal or restoration required herein.

## SECTION 18. NOTICES

A. To CITY:
Unless otherwise stated in the AGREEMENT, written notices to CITY hereunder shall be addressed to:

Department of Recreation and Parks
Attention: Special Operations Branch /Concession Unit
P.O. Box 86328
Los Angeles, CA 90086

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt. Written notices may also be emailed to RAP Concessions Analyst.

CITY shall provide CONCESSIONAIRE with written notice of any address change within thirty days of the occurrence of said change.

B. To CONCESSIONAIRE:
The execution of any notice to CONCESSIONAIRE by RAP shall be as effective for CONCESSIONAIRE as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to the CONCESSIONAIRE or to any officer or responsible employee of CONCESSIONAIRE or may be deposited in the United

States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail, or transmitted via email by RAP Concessions Analyst. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to CONCESSIONAIRE shall be addressed to CONCESSIONAIRE as follows:

MATT MAZZAROLI

Attn:

CONCESSIONAIRE shall provide CITY with written notice of any address change within thirty days of the occurrence of said address change.

**SECTION 19. INCORPORATION OF DOCUMENTS**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

A. Standard Provisions for City Contracts (Rev. 1/25 [v.2])
B. Premises Map
C. Proposal in Response to RFP No. CON-F23-002
D. Form General No. 87 "Non-Employee Accident or Illness Report"
E. Monthly Remittance Advice Forms – Arcade and Food & Beverage
F. Special Occurrence and Loss Report
G. Required Insurance and Minimum Limits
H. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
I. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
J. Schedule C, Final Subcontracting Report

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit G ,4) Exhibit B, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8), Exhibit C, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J.

(*Signature Page to Follow*)

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES has caused this AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks, and CONCESSIONAIRE has executed the same as of the day and year herein below written.

**THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Department of Recreation and Parks

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this AGREEMENT.

BY: _____ DATE: _____
JIMMY KIM
General Manager

**CONCESSIONAIRE**

BY: _____ DATE: _____

Title: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

BY: _____ DATE: _____
BRENDAN KEARNS
Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

# ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

## STANDARD PROVISIONS FOR CITY CONTRACTS

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# STANDARD PROVISIONS FOR CITY CONTRACTS

**PSC-1.** Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

**PSC-2.** Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

**PSC-3.** Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-4.** Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

**PSC-5.** Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

**PSC-6.** Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

**PSC-7.** Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**PSC-8.** Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

**PSC-9.** Termination

A. Termination for Convenience

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10.** Independent Contractor

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11.** Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**PSC-12.** Assignment and Delegation

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-13.** Permits

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

**PSC-14.** Claims for Labor and Materials

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

**PSC-15.** Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-16.** Retention of Records, Audit and Reports

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

**PSC-17.** Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq*., as amended from to time.

**PSC-18.** Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-19.** Intellectual Property Indemnification

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20.** Intellectual Property Warranty

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21.** Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22.** Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23.** Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24.** Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

**PSC-25.** Warranty and Responsibility of Contractor

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26.** Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27.** Child Support AssignmentOrders

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28.** Living Wage Ordinance

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29.** Service Contractor Worker Retention Ordinance

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30.** Access and Accommodations

**CONTRACTOR** represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31.** Contractor Responsibility Ordinance

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

**PSC-32.** Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33.** Slavery Disclosure Ordinance

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34.** First Source Hiring Ordinance

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35.** Local Business Preference Ordinance

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36.** Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37.** Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

**PSC-38.** Contractors' Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40.** Compliance with Identity Theft Laws and Payment Card Data Security Standards

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41.** Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42.** Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

**PSC-43.** Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

**PSC-44**. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

# EXHIBIT 1

## INSURANCE CONTRACTUAL REQUIREMENTS

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

### CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq*., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Required Insurance and Minimum Limits

Name:_____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

**Limits**

_____**Workers' Compensation (WC) and Employer's Liability (EL)**

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

WC _____ *Statutory*

EL _____

_____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐

☐ Sexual Misconduct _____

_____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

_____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

_____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage
☐ Flood _____
☐ Earthquake _____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

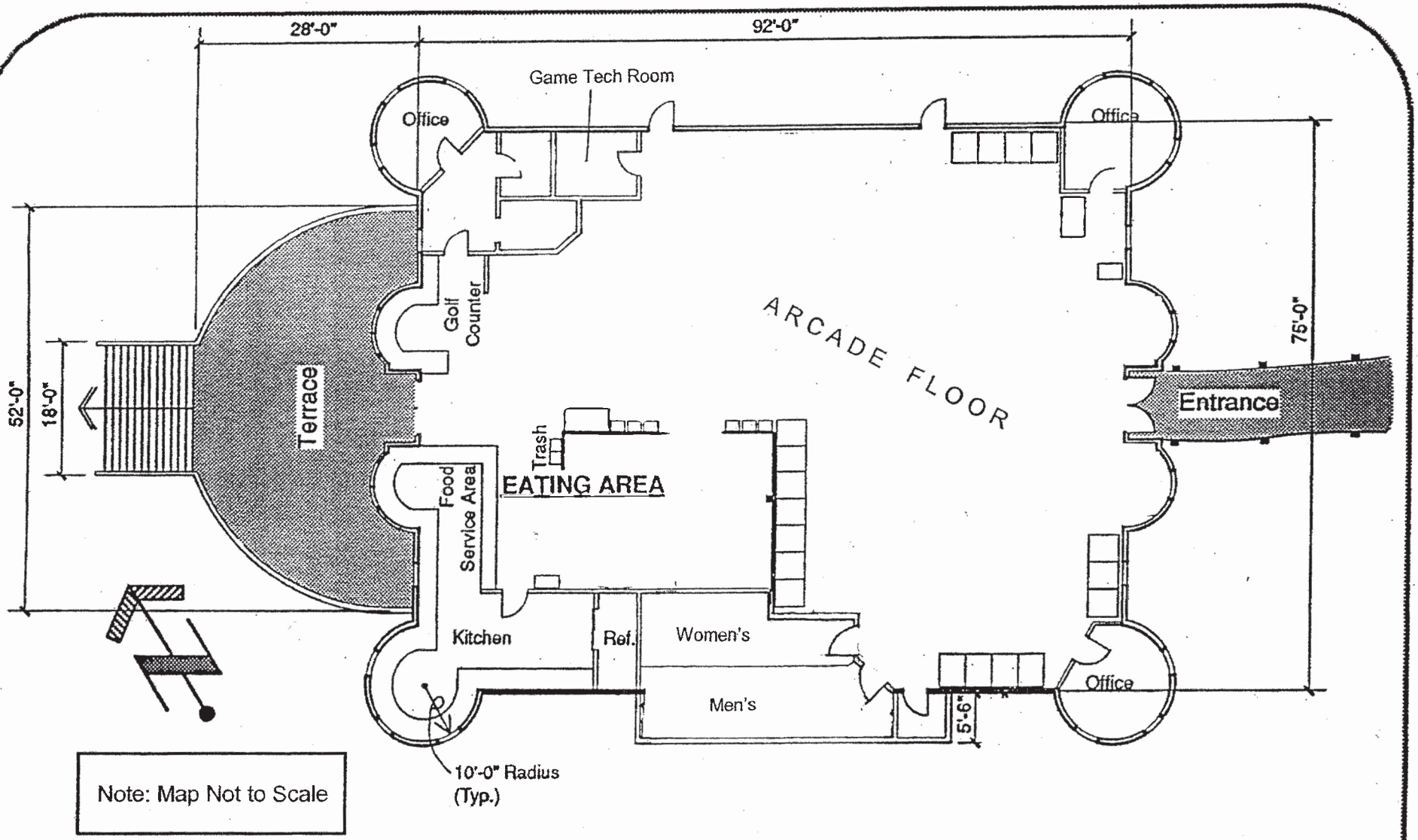
_____ **Pollution Liability** _____

☐ _____

_____**Surety Bonds -** Performance and Payment (Labor and Materials) Bonds _____

_____**Crime Insurance** _____

**Other:** _____




# SHERMAN OAKS CASTLE PARK MINI-GOLF COURSE CONCESSIONS

## 4989 Sepulveda Boulevard, Sherman Oaks, CA 91403

## FOOD SERVICE ARCADE BUILDING / FLOOR PLAN

Department of Recreation & Parks, Design Division, HB

REQUEST FOR PROPOSAL
SHERMAN OAKS CASTLE PARK
ARCADE AND FOOD & BEVERAGE CONCESSION
(CON-F23-002)

# Butterfield Games, Inc. Proposal



Butterfield Games, Inc. is an S Corporation.

Matt Mazzaroli and Elias Perez are both Operation Managers.

Mailing Address:

Location Address:

Matt Mazzaroli will be the main point of contact for this RFP.

Cell Phone Number:

Email Address:

*This proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for it's or the City's refusal to disclose any information this proposer claims as copyrighted material, trade secrets or other proprietary information that is protected from disclosure to any person making a request therefore.*

Butterfield Games, INC confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.

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## Minimum Qualifications

### 2.1 Ownership Description

**2.1.1** Location Address:

Mailing Address:

**2.1.2.** Butterfield Games, Inc has been in business running arcades since April of 1993 for a total of 30 years and 1 month. Elias has been an employee since 1993, General Manager since 2000, and then VP and owner since 2021. Matt has been an employee since 2017, VP since 2019, and CEO and owner since 2021. We are bidding with A.J. Family Food Concession as a subcontractor to help with the food and beverage. Asmir Cirkic (resume located in Attachment C) is a partner at A.J. Family Food Concession and was the General Manager of Camelot Parks where he ran their arcade as well as food and beverage since 2007. If the City is against a subcontract for the food and beverage, we will be employing Asmir and others directly to help with the food and beverage.

**2.1.3** Butterfield Games, Inc is an S Corporation.

**2.1.4** Butterfield Games, Inc has an average of 20 employees depending on the season. Our Annual Gross Revenue is between 2.5 to 2.8 million dollars.

**2.1.5** Elias Perez and Matt Mazzaroli are responsible for operations. Diana Flores, Evelyn Perez, and Brendan Perez are key employees to help run the arcade as techs and supervisors.

**2.1.6** Currently, we do not have any pending mergers; however, we will be subcontracting or working with a separate partner regarding the operation of food and beverage. We are open to either option and will follow the city's preference/recommendation.

**2.1.7** The proposed subcontractor is AJ Family Food Concessions, LLC. The owners are Asmir Cirkic, John Wawee, Andy Slater, and Elias Perez.

### 2.2 Description of proposing entity's experience in and knowledge of arcade and food & beverage operations.

**2.2.1** We have been an arcade since 1993 as an organization. If permitted, our subcontractor AJ Family Food Concessions has experience handling food in similar arcades since 2007. Additionally, the owner, Asmir Cirkic, has direct experience with Sherman Oaks Castle Park as Assistant Manager from 1998 through 2007.

**2.2.2** Matt Mazzaroli, one of the Operation Managers of Butterfield Games, Inc. and the main point of contact, has been in the gaming industry for 20 years and has been manager of our arcade for 6 years. Elias Perez, the

other Operation Manager of Butterfield Games, Inc., has been in the arcade industry for nearly 30 years. Proposed subcontractor Asmir Cirkic of AJ Family Food Concessions, LLC has 25 years of experience in the food and beverage industry.

**2.2.3** Since our company's involvement with Sherman Oaks Castle Park, the gross revenue has always exceeded one million dollars.

**2.2.4** As previously mentioned, the gross revenue for Sherman Oaks Castle Park's arcade has always exceeded one million dollars since our company's involvement. This demonstrates our qualifications for this position as the total coin revenue in the prior years to our employment had never reached one million dollars. Furthermore, revenue continues to increase as we are approaching three million dollars per year and one million dollars in guaranteed rent.

## 2.3 Contracts History

**2.3.1** We have not commenced or terminated any contracts in the last twelve (12) years.

**2.3.2** We have not terminated a contract during the years of 2020, 2021, and 2022.

## 2.4 Current Operations

**2.4.1** Employee hiring, training, and promotion policies will be handled by Elias Perez and Diana Flores. Please see Section B. Business Plan – Staffing and Management for more information.

**2.4.2** Our company uses an average cost and cash basis for accounting. To keep track of sales, we use a card system called EMBED. Furthermore, we use an outside accounting firm for payroll, taxes, and expenses.

## 2.5 References

### 2.5.1 Business References

| | | |
|---|---|---|
| Ron Hunt<br>General Manager – Betson West<br><br>Cell:<br>Office:<br>Email:<br><br>Betson West supplies various arcade games for our company. We also provide game testing at our facility. | Jim Smiley<br>Vice President – Player One Amusement Group<br><br>Mobile:<br>Email:<br><br>Player One Amusement Group supplies arcade equipment to our facility. | Satinder K. Bhutani<br>President – Komuse America, Inc.<br><br>Mobile:<br>Email:<br><br>Komuse America, Inc. supplies various arcade games for our company. We also provide game testing at our facility. |

* For a more detailed account of the above references, please see Attachment A.

### 2.5.2 Financial References

| | |
|---|---|
| Ron Hunt<br>General Manager – Betson West<br><br>Cell:<br>Office:<br>Email:<br><br>Betson West supplies various arcade games for our company. We also provide game testing at our facility. | Jim Smiley<br>Vice President – Player One Amusement Group<br><br>Mobile:<br>Email:<br><br>Player One Amusement Group supplies arcade equipment to our facility. |
| Brett Johnson<br>President – Western State Bank<br><br>Mobile:<br>Email:<br><br>Our company collaborated with Western State Bank to complete our Paycheck Protection Program Loans. We also have a few lines of credit open with this institution. | Dan Haines<br>Senior Personal Banker – First American Bank<br><br>Phone:<br>Branch Phone:<br>Email:<br><br>Our company has an open and active Home Equity Line of Credit at First American Bank. |

| | |
|---|---|
| Chanaka De Silva<br>Assistant Vice President & Branch Manager – NMLS –<br>U.S. Bank<br><br>Our company has an open and active credit line with U.S. Bank. | |

* For a more detailed account of the above references, please see Attachments A & B.

## 2.6 Financial Capacity

**2.6.1** Please see Attachment B for the financial records from 2022 and Q1 of 2023. As a previous vendor, we have provided you with financial records for the last 30 years.

**2.6.2** To provide the services as proposed, we will need $35,000 for the application and $10,000 for the deposit. These fees are available through our cash reserves. However, if we are unable to roll the current $160,000 into the $170,000 deposit, we have other cash reserves available as both Matt and Elias have taken out personal lines of credit over the $200,000 mark. Please see Attachment B for a copy of our line of credit from First American Bank.

**2.6.3** Amount of Investment to begin operations as proposed:

**Performance Deposit** $170,000.00

* $10,000.00 + $160,000.00 performance deposit = new performance bond

**Inventory** $0.00

* All necessary inventory already purchased

**Equipment** $0.00

* All necessary equipment already owned

**Operating Supplies** $0.00

* No needed; we are already operating

**Improvements** $0.00

* No need other than operating income

**Training** $0.00

* All staff is fully trained

**Others** $0.00

**2.6.4** The proposed source of funding for the above amount will be from Cash Reserves.

The $45,000.00 we need will be Cash Reserves in the business in our normal operating account.

## 2.7 Financial Documentation

2.7.1 Cash Reserves are to be used to fund this operation.

See Attachment B for bank statements dated March 2022 to March 2023.

This is not a public corporation.

Private capital is to be used to fund this operation. Please see the attached credit reports and ratings for Matt Mazzaroli and Elias Perez in Attachment B. We operate the business currently with no debt and on a cash accrual basis. The best way to prove we can run this business in a fiscally responsible manner and meet all of our obligations to the city is to look at our performance for the last 30 years. We have weathered recessions, unexpected deaths from ownership and management, pandemics, fires, vandalism and break ins, rain, and much more; and we've come through it together and learned something every time.

2.7.2 No loans are to be used to fund this operation.

2.7.3 There are no other sources of funding to be used for this operation.

## A. Background and Experience

Butterfield Games, INC has been in business running arcades since April of 1993. Elias Perez has been an employee since 1993, General Manager since 2000, then Vice President and owner since 2021. Matt Mazzaroli has been an employee since 2017, Vice President since 2019, and Chief Executive Officer (CEO) and owner since 2021. We are bidding with A.J. Family Food Concession as a subcontractor for the food and beverage. Asmir Cirkic, resume attached, is a partner at A.J. Family Food Concession and was the General Manager of Camelot Parks where he ran their arcade as well as food and beverage since 2007. If the City does not approve a subcontract for the food and beverage, we will be employing Asmir and others directly to help with the food and beverage.

**Elias Perez**

Dedicated FEC professional with a history of meeting company goals utilizing consistent and organized practices. Skilled in working under pressure and adapting to new situations and challenges to best enhance the organizational brand.

Experience

General Manager — May 2007 – Current
Butterfield Games

- Monitored daily cash discrepancies, inventory shrinkage and drive-off.
- Analyzed market trends and competitor activities to create competitive advantages.
- Introduced new methods, practices, and systems to reduce turnaround time.
- Handled problematic customers and clients to assist lower-level employees and maintain excellent customer service.
- Implemented innovative programs to increase employee loyalty and reduce turnover.
- Supervised creation of exciting merchandise displays to catch attention of store customers.
- Developed and implemented strategies to increase sales and profitability.
- Maximized operational excellence mentoring personnel on management principles, industry practices, and company procedures.
- Interacted well with customers to build connections and nurture relationships.
- Implemented business strategies, increasing revenue and effectively targeting new markets.
- Scheduled employees for shifts, taking into account customer traffic and employee strengths.
- Trained new employees on proper protocols and customer service standards.

Game Tech Manager — Jan. 1997 – Current
Butterfield Games

- Planned, scheduled, and delegated daily work to a team of employees.
- Mentored junior technicians in maintenance, repair, and reporting duties.

- Managed team performance by training, mentoring, disciplining, and motivating employees.
- Managed implementation of new technological improvements resulting in increased efficiency.

Game Technician — May 1993 – Current
Butterfield Games

- Assisted with complex schematic and arcade equipment repairs.
- Memorized games and rules to facilitate positive entertainment experience.
- Greeted and informed customers about attractions, promotions, and current prices to foster outstanding hospitality and service.

Park Attendant — Feb. 1991 – Jun. 1992
Malibu Grand Prix

- Assisted guests with transactions for rides and attractions to facilitate fun and exciting experiences.
- Operated rides and attractions according to written guidelines to reduce injuries.
- Maximized customer service and satisfaction by providing directions to visitors regarding requested locations, events, and landmarks.

Education

Graduated — June 1994
John H. Francis Polytechnic

* Please see the attached cover letter and resume in Attachment C.

**Matt Mazzaroli**

Experience

President/Vice President June 2017 – Present
Butterfield Games

- Operations, vendor relations, city relations for an Arcade in Sherman Oaks, CA.
- Budgets, regulatory paperwork, compliance, health insurance programs, 401K.
- Updating marketing, creating a social media team, email marketing campaign.

North American Sales Manager Nov. 2016 – Present
International Gaming Solutions

- Streamline Marketing and Sourcing through trackable email campaigns.
- Develop vendor and customer relationships to increase gross revenue and increase brand recognition internationally, but specifically in America and Canada.
- Sales North of Florida, increased from 0 in 2016-$700K+ in 2019.
- New Business in ND, IA, MN, MI, WI, MO, NM, and opening Nevada.

Business Development & Outside Sales July 2015 – Oct. 2016
Nevada Gaming Partners

- Opening a new division of NGP to expand from a Nevada route business to a national games and parts sales force, adding vendors, acquiring customers, adding infrastructure and eventually adding territory sales managers.
- I was doing business in Iowa, New Mexico, Michigan, Wisconsin, Missouri, Ohio, and Florida for parts and game sales as of October 1st, 2016.

SALES Manager Feb. 2003 – June 2015
American Gaming and Electronics

- In 2002, the company had no sales in the upper mid-west, I started in 2003 and increased that to $200,000, and by 2015 my sales territory was doing between $1.2 and $1.5 million annually.
- In 2003 my territory consisted of MN and MI, by 2015 my territory consisted of, MN, MI, WI, IL, ND, SD, IA, IN, MO, KS and CO.
- I had one inside salesperson that worked directly with me to process paperwork and maximize my time directly selling to customers.

Education:

Illinois State University December 2002

* Please see the resume in Attachment C.

## B. Business Plan

### Business Mission

To provide food and beverage services at a reasonable market price to meet the needs and expectations of the Department of Recreation and Parks (RAP), park patrons, and the neighboring community. More specifically, our mission is to generate the highest possible revenue for the concessionaire and the City of Los Angeles while maintaining the cleanliness and the appearance of the concession to the satisfaction of RAP and meet the standards of the industry.

### Past Performance

Since 1993, Butterfield Games, Inc. has been involved in the arcade business. For over 30 years, we have operated the daily management of our arcade location by creating a fun and safe environment for our patrons. Both Operation Managers Matt Mazzaroli and Elias Perez have extensive experience in this industry and continue to improve their operations. Similarly, Asmir Cirkic is a veteran in the Family Entertainment and Attraction Industry with over 25 years of experience. By managing the food and beverage department of various arcades for over a decade, his experience is a great asset to maintaining operations.

### Available Capital

Our business has various bank accounts with the following institutions:

| | |
|---|---|
| Union Bank | $ |
| U.S. Bank | $ |
| Bank of America | $ |

We also have personal lines of credit available if necessary. We do not need any other resources to support our operation.

### Proposed Services

The arcade and café are part of a family entertainment center in Sherman Oaks. We strive to provide a place that anyone of any age or background can relax and enjoy. We have everything from basketball, to driving games, to VR, and even a laser maze. We strive to continue to offer the best prizes for redemption available in the industry. Elias's gas receipts will prove how much time he spends driving around Los Angeles to meet with specific vendors and go beyond tootsie rolls and stuffed animals you see at most arcades. We strive to market to people from the neighborhood and keep it more affordable than our competition. We are continually purchasing new games and moving

them around to make sure there is something new you notice each time you come in. I would bet you a pair of Dodgers tickets that no other arcade is kept as clean and well maintained as ours, and that no one generates more revenue per square foot. With the café, we hope to offer nutritious and affordable options for everyone that comes in. We look forward to working out package deals and getting parties back on track.

**Business Plan**

To provide food and beverage services at a reasonable market price to meet the needs and expectations of the Department of Recreation and Parks (RAP), park patrons, and the neighboring community. More specifically, our mission is to generate the highest possible revenue for the concessionaire and the City of Los Angeles while maintaining the cleanliness and the appearance of the concession to the satisfaction of RAP and meet the standards of the industry.

**Staffing and Management**

Elias Perez and Diana Flores lead and oversee onsite daily operations.

Responsibilities include but are not limited to:

- Hiring, training, and managing employees
- Implementing safety programs
- Implementing strategies to ensure productivity, efficiency, and organization
- Administrative duties
- Daily bookkeeping and deposits
- Evaluating / assessing overall inventory
- Accounting
- Scheduling
- Maintenance of arcade facility
- Working shifts

* For a detailed account of Elias Perez's and Diana Flores' experience and qualification, please see their resumes Attachment C.

Arcade

| Minimum Staffing | | | | |
|---|---|---|---|---|
| | Mon | Tues – Thurs | Fri | Sat & Sun |
| Number of Employees | | | | |
| Day Shift | *3* | *2* | *3* | *3* |
| Mid Shift | *1* | *1* | *2* | *3* |
| Night Shift | *2* | *2* | *3* | *4* |

| Peak Staffing (School Breaks, Federal Holidays, etc.) | | | | |
|---|---|---|---|---|
| | Mon | Tues – Thurs | Fri | Sat & Sun |
| Number of Employees | | | | |
| Day Shift | *3* | *3* | *3* | *3* |
| Mid Shift | *2* | *2* | *2* | *3* |
| Night Shift | *2* | *2* | *4* | *4* |

Monday-Thursday requires at least one opening manager, one closing shift lead, and two game attendants (mid shift and closing shift). A shift lead is scheduled anytime a manager is not present in order to run operations, administer breaks, and oversee

staff. Our tech manager utilizes Monday through Friday to fix game issues and order and receive parts to ensure all games are fully operational for our guests. Our administrative manager completes all administrative duties to ensure that business operations run smoothly at all times. Fridays are utilized for all game and game floor resolutions, scheduling, and last of deposit pickups until the following week. Staffing will be increased on weekends, federal holidays and LAUSD calendar breaks to accommodate for busier time periods. For example, during federal holidays and school breaks, we require an employee at every station (Prize Counter, Chaos Jump, Raid, and Outdoor Hoops) with a register to better assist our higher volume of customers.

All applicants between the ages of 16 and 17 must have a valid work permit. Applicants will go through an extensive hiring process in order to find suitable staff to fit business needs. As an Equal Opportunity Employer, Butterfield Games does not discriminate on the basis of Race, Color, Religion, Sex (including pregnancy, gender identity, and sexual orientation), Age, Nationality, and Disability.

Once hired, employees will go through an ample training program with a manager set to prepare new hires as efficiently as possible. Employees will be taught the skills and duties of an arcade attendant such as: customer service, cash handling, credit card payments, game troubleshooting, routine maintenance, redemption, embed system, customer and employee safety.

* Please see our Training Manual in Attachment D.

**Maintaining and Monitoring Customer Satisfaction**

Our commitment to customers and the increase in customer satisfaction is one of Butterfield Games' main principles. There are several factors that contribute to achieving high levels of satisfaction.

**I. Customer Service Skills**

Through extensive one on one training and close supervision, we are able to provide employees with the necessary skills in providing exceptional customer service. By establishing clear communication skills, patience, and problem solving, we are able to enhance visitors' experience.

**II. Feedback and Improvement**

Direct feedback helps us understand and recognize customer satisfaction and dissatisfaction. In the event that a guest has a concern and is not immediately able to speak with a manager, employees will provide the customer with manager contact information. This is through listening to our guests, addressing their concerns, and ensuring that we are able to resolve any issue. Social media and third party websites (Yelp, Google) are another means of interacting with our customers.

## III. Employee Incentives

In order to encourage employee academic growth, we offer flexible scheduling (part time and full-time jobs, day and night shift flexibility). Employees are given a competitive wage. Award programs are implemented to recognize employees with outstanding customer service performances within a certain time period.

## IV. Cleanliness of Operations

Maintaining a clean and safe environment is key to any successful customer experience. Butterfield Games employees follow a rigorous cleaning schedule that consists of a daily specific cleaning program by periodically wiping down games and machines and walking the floor for trash or loose items that can lead to injury (for a more detailed explanation of our cleaning program, please see Attachment D - Butterfield Games Training Manual).

## V. Customer Relations

To increase guest relations, we believe that developing a relationship and understanding with our community and guests is vital to improve our operation. We achieve this through conversations with our customers where they inform employees what they would like to see on our game floor and redemption counter. By knowing what our clients are interested in, we are able to supply excellent products such as the latest gaming consoles, home entertainment, lifestyle accessories, and latest trends in order to entice the frequency of return.

## Marketing Plan

**Marketing Tools** – These marketing tools will help us promote specials and target demographics.

- ✔ SEO
- ✔ Facebook
- ✔ Instagram
- ✔ Geo Fencing

  Geofencing is a location-based technology service in which a mobile, desktop or cloud-based app or other software uses GPS, RFID, Wi-Fi or cellular data to trigger a pre-programmed action when a mobile device or RFID tag or mobile device enters or exits a virtual boundary set up around a geographical location, known as a geofence.

## Community Engagement

**Schools/PTA** – Engage with local schools and PTA programs about fundraising opportunities.

**Soccer/Baseball/Football** – Engage with local club teams and recreational sport teams about fundraising opportunities and team parties.

**Business** – Reach out to local businesses about team building opportunities and Christmas Parties.

**Coloring Contest for Kids** – The idea behind this is to gain customer information such as emails and phone numbers for email newsletters.

**Drop a Business Card** – Drop your business card and once a month we can do a drawing for a winner. This is to gain contact information for local businesses.

## Staffing and Customer Service Plan

The management team would include experienced personnel in the food, beverage, and restaurant industry. With many years providing not only management but also marketing experience in Family Entertainment Centers (FEC). The management team would be onsite with their duties to include but not limited to

- Hiring and Training
- Managing
- Administrative
- Daily booking and deposits
- Working Shifts
- Maintenance
- Inventory
- And implementing safety and proper food preparations

In addition to staff, we would have one manager on duty per shift to supervise employees, work shifts, cook, and manage daily operations and customer service. Staffing will be increased for busier days of the year and weekends.

Once employees are hired, they will go through a training program with the management team as well as the manager. They are going to be taught how to prepare food, food safety and storage, customer service skills, cash handling, and how to properly operate equipment and cash registers.

## Swot Analysis

**Strengths**

- F&B industries is one of the fastest growing industry sectors.
- Highly motivated workforce
- Strong management team who are well versed in the FEC industry.

**Weakness**

- Limited Equipment.
- Parking space.

**Opportunities**

- Health-conscious trends – Salads, fruit cups, etc.
- Weekday traffic.
- After school special birthday parties and activities.
- Loyal returning customers.

**Threats**

- Competitors are located nearby.
- Rising operating costs.

## Monthly Maintenance Schedule

### Arcade

Daily Maintenance

- See page 16 and 17 of Attachment E - New Hire Document

Monthly Maintenance

- Chaos Jump
- Raid
- Outdoor Hoops
- Check the VR head units
- Hydraulic System
- Carpet Shampoo and cleaning

Quarterly Maintenance

- Check power supplies
- Check Arcade Game Computers
- Check the air compressors
- Air duct filters

Our company implements a weekly maintenance schedule:

Monday

- Mix DC, Marvel Avengers, Willy Wonka cards to ensure guaranteed winning houses.
- Tech office/ Tech room by cleaning, organizing, and replenishing all necessary supplies for work week.
- Prize counter
    - Clean inside of prize cabinet
    - Clean display cases
    - Clean redemption wall
    - Vacuum inside of prize counter
    - Replace necessary cabinet door wheels

Tuesday

- Top and back of all games
- Nba Hoops/ Connect 4 Hoops/ Zombie Jam
- Inside and outside trash cans/ Sanitizer stations / Refill sanitizer stations
- Change vacuum bag, vacuum outer bags, review roller and band conditions for replacement

Wednesday

- Air FX pucks
- RAID game chamber: clean/sanitize walls, align lasers, vacuum
- Review RAID hazer levels and refill to maintain level for operations
- Milk Jug and Down the Clown
- Staple party cards (6 boxes of 150 cards should always be available)

Thursday

- Inside of games
- DC Superheroes
- Marvel Avengers & deep wash the Infinity Stones
- Willy Wonka & the Chocolate Factory (remove and clean behind card dispenser & tighten loose screws after completing the side)
- Fantastic Prize 1 & Fantastic Prize 2 including the prizes and display stands
- Monster's Candy 1 & Monster's Candy 2
- Tons of Tickets
- Zombie Snatcher
- Outdoor Hoops and area inside parameters
- All sit down games including: Centipede Chaos, Deadstorm Pirates, Funstop Photos, Halo Fireteam Raven, Jurassic Park, Mario Kart DX, Maximum Tune, Space Invaders Frenzy, The Walking Dead, Virtual Rabbids The Big Ride

Friday

- Air FX tables 1 & 2
- Check Minecraft and Injustice cards (Leads only)
- Check photo booth paper (Leads only)
- Front of all games
- Game readers

**Food and Beverage**

Please see Attachment F - AJ Family Food Concession, LLC 's Injury and Illness Prevention Program (IIPP).

Daily Maintenance

- See page 30

Weekly Maintenance

- Fryer cleaning and oil change
- Hood cleaning internal

Quarterly Maintenance

- Swamp cooler
- Exhaust Fan
- Service the walk in freezer and walk in fridge
- Soda and ICEE machine pump maintenance

6 Month Maintenance

- Ansul System
- Kitchen fire Extinguisher

**Yearly Maintenance Schedule**

All maintenance is done on a weekly or daily basis. Please see above for our maintenance schedules.

**Financial Projections and Planning**

Please see our Pro-Forma attached to the Proposal.

## C. Management and Operations Plan

### 1. Standards of Operation for Arcade and Food and Beverage

Equipment

- Air FX
- Avengers
- Bean Bag Toss
- Big Bass Wheel
- Centipede Chaos
- Chaos Jump
- Connect 4 Hoops
- Crossy Road
- DC Superheroes
- Deadstorm Pirates
- Down the Clown
- Fantastic Prize
- Fishbowl Frenzy
- Flappy Tickets
- Fun Stop Photos
- Halo Fireteam Raven
- Outdoor Hoops
- Injustice Arcade
- Jurassic Park
- Mario Bros. / Donkey Kong
- Mario Kart Arcade GP DX
- Maximum Tune 5 DX
- Milk Jug
- Minecraft Dungeons Arcade
- Monster Candy
- NBA Hoops
- Pac-man's Arcade Party
- Raid
- Rhythmatic
- Space Pirate
- Teenage Mutant Ninja Turtles
- The Walking Dead
- Tons of Tickets
- Virtual Rabbids: The Big Ride
- Willy Crash
- Willy Wonka & The Chocolate Factory
- World's Largest Pac-man / Galaga
- Zombie Jam
- Zombie Snatch

**Food Service Marketing**

To increase and maintain clientele, AJ Family Food Concession has created the following special menus:

Weekly

These are general weekly specials in which sport season specials and holiday and school specials will be added by month!

Monday

- Monday Night Football season special “Pizza Wings and Beer Pitcher“. The idea behind this is that the parents get to watch games on our big screen TV’s while the kids play in the arcade. Maybe add an arcade special to this!
- After school special with an arcade card, individual pizza, and a drink!

- Late Night Happy Hour 3PM-Close - $2 Off Appetizers.
- BOGO Deals on food item of the month.

Tuesday

- After school special with an arcade card, individual pizza, and a drink!
- Late Night Happy Hour 3PM-Close - $2 Off Appetizers.
- BOGO Deals on food item of the month.
- Taco Tuesday Special $2 off All Tacos.

Wednesday

- After school special with an arcade card, individual pizza, and a drink!
- Burger Night 4PM-Close $2 Off Burgers.
- Late Night Happy Hour 3PM-Close - $2 Off Appetizers.
- BOGO Deals on food item of the month.

Thursday

- Thursday Night Football season special “Pizza Wings and Soda “. The idea behind this is the parents get to watch games on our big screen TV’s while the kids play in the arcade. Maybe add an arcade special to this!
- After school special with an arcade card, individual pizza, and a drink!
- Pizza Nights $2 Off Large Pizza.
- Late Night Happy Hour 3PM-Close - $2 Off Appetizers.
- BOGO Deals on food item of the month.

Friday

- Friday Night Lights special 10% off Food and Drinks 5:00pm-7:00pm.
- BOGO Deals on food item of the month.

Saturday

- Family Food Deal *Large Pizza, 10 wings, pitcher of soda, and order of potato wedges*.
- Wings and Pitcher of Beer Special.
- Wings, Pizza, and Pitcher of Beer Special.

Sunday

- Wings and Pitcher of Beer Special.
- Wings, Pizza, and Pitcher of Beer Special.
- $49 Family Fun Pack- $40 Play Card, 16” Cheese Pizza and 4 small fountain drinks.
- BOGO Deals on food item of the month.

Sport Season Specials

Football Season

- Monday Night Football- Wings Pizza and Beer Pitcher.
- Thursday Night Football -$20 Arcade Card Pizza and Beer Pitcher.
- Sunday Football -$25 Arcade Card, Large Pizza, and Beer Pitcher.

Basketball Season

- Slam Dunk Deals- $20 Arcade Card Pizza and Beer Pitcher.
- Swish Deal- Wings Pizza and Beer Pitcher.

Baseball Season

- Home Run Deal- Large Pizza Potato Wedges and Beer Pitcher.
- Strike Zone Deal- $25 Arcade Card, Large Pizza, and Beer Pitcher.

Annually

These action plans and goals are established to be a road map to successful execution of our key initiatives and programs. These will be monitored and tracked in monthly reviews.

January

- Winter Break Specials.
- MLK Weekend Family Food Special.
- Promote Monday-Thursday After School Special with Arcade and Food.
- Daily Specials Sunday-Thursday.
- BOGO Deals on food item of the month.

February

- Promote Monday-Thursday After School Special with Arcade and Food.
- Sweetheart Arcade and Food Special.
- President Days Special.
- Daily Specials Sunday-Thursday.
- BOGO Deals on food item of the month.

March

- St. Patrick's Day Special.
- St. Patrick's Pot O'Gold contest.
- Promote Monday-Thursday After School Special with Arcade and Food.
- Daily Specials Sunday-Thursday.
- BOGO Deals on food item of the month.

April

- Spring Break Promos with Arcade and Food Specials.
- Easter coloring contest (all month).
- Promote Monday-Thursday After School Special with Arcade and Food.
- BOGO Deals on food item of the month.

May

- Cinco De Mayo Special with Arcade.
- Mother's Day Coloring Contest (all month).
- Mother's Day Food and Arcade Special.
- BOGO Deals on food item of the month.
- Memorial Day Special.
- Teacher appreciation month 10% off Food and Beverage.
- Promote Monday-Thursday After School Special with Arcade and Food.
- Daily Specials Sunday-Thursday.

June

- Father's Day Special Promotion with Food and Arcade.
- Promote Monday-Thursday After School Special with Arcade and Food.
- Summer Special.
- Daily Specials Sunday-Thursday.

July

- 4th of July Special.
- Independence Day coloring contest (all month).
- Promote Monday-Thursday After School Special with Arcade and Food.
- Summer Special.
- Daily Specials Sunday-Thursday.
- BOGO Deals on food item of the month.

August

- Promote Monday-Thursday After School Special with Arcade and Food.
- Back to School Special with Food and Arcade.
- Daily Specials Sunday-Thursday.
- BOGO Deals on food item of the month.

September

- Labor Day Special.
- Promote Monday-Thursday After School Special with Arcade and Food.
- Daily Specials Sunday-Thursday.
- BOGO Deals on food item of the month.

October

- Coloring Contest for Halloween (all month).
- Halloween Night Special with food and arcade.
- Promote Monday-Thursday After School Special with Arcade and Food.
- Daily Specials Sunday-Thursday.
- BOGO Deals on food item of the month.

November

- Promote Monday-Thursday After School Special with Arcade and Food
- Black Friday Special.
- Coloring Contest for Thanksgiving (all month).
- Thanksgiving Day Special.
- Thanksgiving Break Special.
- Daily Specials Sunday-Thursday.
- BOGO Deals on food item of the month.

December

- Day Care / After school programs.
- Winter Break Specials.
- Christmas Parties.
- Promote Monday-Thursday After School Special with Arcade and Food.
- Daily Specials Sunday-Thursday.
- BOGO Deals on food item of the month.

**Castle Park Birthday Party/Group Packages**

Golf and Games Party Rates:

- $14.00 per Adult includes 1 round of mini golf and $5.00 arcade card.
- $10.00 per child or senior includes 1 round of mini golf and $5.00 game card.

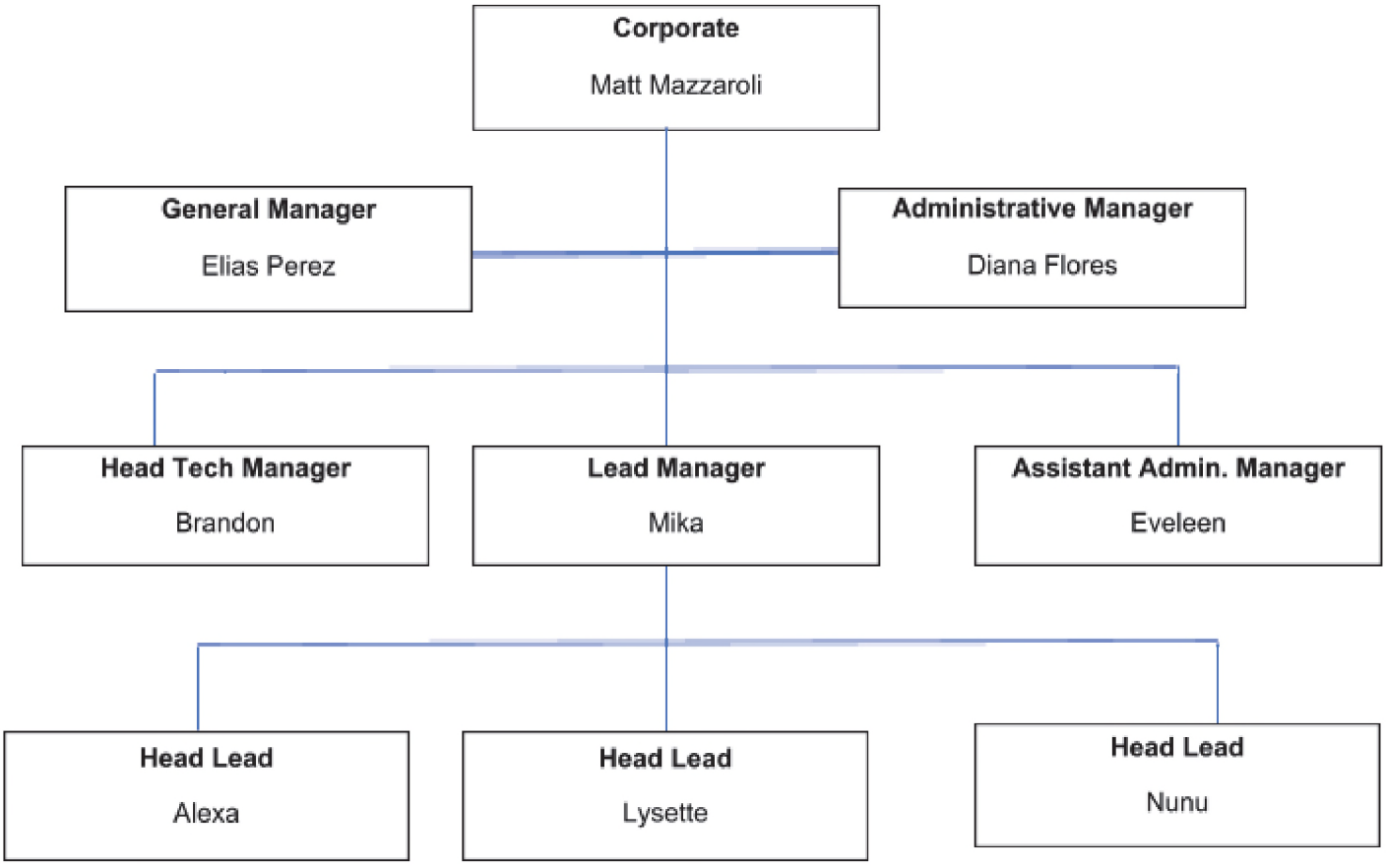
You may add more money onto Arcade cards

Arcade Packages:

- $25.00 Game Card + $5.00 Bonus ($30.00 value)
- $35.00 Game Card + $10.00 Bonus ($45.00 value)
- $45.00 Game Card + $5.00 Bonus + 2 Raid passes ($62.00 value)
- $50.00 Game Card + $15.00 Bonus ($65.00 value)
- $75.00 Game Card + $25.00 Bonus ($100.00 value)
- $100.00 Game Card + $50.00 Bonus ($150.00 value)

## 2. Organizational Structure and Staffing Plan

Arcade




### Staffing Requirements

Opening procedure:

1. Login as Manager - ID: PW:

    a. Print Daily Labor Z:

    i. Reports

    i. Daily Labor Z

    ili. Yes

    iv. Keep the daily report paper

    v. Take it to the office

1. Open 2nd drawer from the bottom

2. Place paper in Labor Reports File

2. Grab Keys:

    a. Dodger Key (opens back door)

    b. Superman Key (opens register)

3. Prepare Registers

  a. Open Kiosk #1

    b. Bag with money should have enough for registers

    i. Raid (silver key): $500 in each

      ($1 - 100, $5-40, $10 - 20)

    ii. Chaos jump (Blue and Red): $500 in each

    ($1 - 100, $5-40, $10 - 20)

    iii. Prize Counter (Green and Yellow Key): $500 in each

    ($1 - 100, $5 - 60, $10 - 9, 25 cents - 40)

4. Morning Code Blue - Kiosks

  a. Slide staff card

    i. Enter password

    ii. Close kiosk session

    1. Select yes to print

    iii. Log off

    iv. Pull cash and coins from kiosks

    v. Put receipts and money in bag

  b. Go to the tech office

    i. Take and fill out the Code Blue Slip

    ii. Separate the bills and coins and count them

iii. Do the math

1. Subtract the credit card takings from the total (do for each kiosk)

2. Add all of the totals up

3. The grand total should match the money pulled from the kiosks iv. Staple receipts to the paper

4. Put code blue slip and any money pulled in the bag and then drop in safe

5. Turn on games 10 minutes before opening

7. Turn on Chaos Jump

a. Open the Chaos Jump cabinet grab the remote

b. Turn on both TVs

i. Select HDMI input

c. Make sure that the program is opened

d. Go to POS and make sure that the program is open

8. Turning on video for Crossy Road

a. Open the cabinet door

b. Grab the computer mouse

c. Select the Crossy Road application

9. Turn on prize counter lights and TV

10. Getting Maxi-Tune online

a. Go to the middle terminal and flip the test switch up

b. Then, with the select switch, scroll down to event mode

c. Make sure all drivers are on and then flip the test switch down

11. Fill out and Sign the Arcade Daily Log

12. Restock Kiosks and registers with game cards

13. Turn on games

14. Check the balls

    a. NBA Hoops - 5 per cabinet

    b. Milk Jug - 5 per cabinet

    c. Down the Clown- 12 per cabinet

    d. Bean Bag Toss- 8 per cabinet

15. Recycle Willy Wonka Trays, level out the playing fields

16. Restock Zombie Snatcher

<u>Closing procedure</u>

1. Closing Code Blue - Kiosks

    a. Close Kiosk Session

    i. Yes- Print

    b. Log Off

    c. Pull cash and coin from Kiosks

    d. Put receipts and money in bag

    e. Fill Out the top half of the Code Blue Slip

    f. Separate bills and coins if any:

    i. Coin counter:

        1. Turn on with lever on left side

        2. Reset to 0 by twisting knob

        3. If stuck, push the round button

    g. Do the math:

    h. Subtract credit card takings from the total (do for each kiosk)

    i. Add all of the totals

    ii. The grand total should match amount of money pulled from the kiosks

iii. Staple receipts to the paper

2. Closing Code Blue - Registers

a. Close registers

b. Count them to ensure they're good

c. Separate the bills

d. Use coin counter to put the quarters in a roll

e. Prepare registers for the next day

i. Raid Registers: $250 in each

($1 - 50, $5-20, $10 - 10)

ii. Prize Counter Registers: $500 in each

($1 - 100, $5 - 60, $10 - 9, 25 cents - 40)

b. Put register money in bag

c. Count all money left over from registers and kiosk

d. Fill out the bottom half of the code blue slip

e. Both totals should match

f. Put money and code blue slip in another bag and drop it in the safe

g. Leave the register money in Kiosk #4

3. Take out the trash (approx. 2 hours before closing)

4. Vacuuming (can start 1 hour before)

5. Shut down Chaos jump (20 minutes before closing)

a. Login, code:

b. Swipe down on screen

c. Close all tabs

d. Power off screen

6. Pause Kiosks (15 minutes before closing) and All games (10 minutes before closing)

7. Restock coin pushers

8. Counting Cards:

    a. Use scale

    i. Press set sample

        ii. Add 10 cards to scale

    b. Fill out the sheet

9. Restock prizes

10. Restock snacks and beverages

11. Turn off games (breakers)

12. Close Prize Counter

    a. Turn off TV

    b. Turn off cabinet lights

    c. Throw out trash

13. Wipe down all games

14. Make sure all pagers, walkies, and keys are in the Tech Room

**Duties**

General / Administrative Managers

Direct and improve operations through effective motivational strategies and strong policy enforcement. Daily responsibilities in operations, sales, scheduling, payroll, inventory control, best practices, and staff training. Leads and oversees onsite daily operations. Examples of responsibilities include and are not limited to: hiring, training, and managing employees, implementing safety programs, implementing strategies to ensure productivity, efficiency, and organization, daily bookkeeping and deposits, evaluating / assessing overall parts, supplies, and prize redemption inventory, accounting, scheduling, upkeep and maintenance of arcade facility,etc.

Head Tech Manager

Our Head Tech Manager works on fixing game issues and maintaining all games operational. They order any necessary parts in order to provide a seamless experience for our guests. Responsibilities include but are not limited to removing and replacing

components, testing systems and calibrating settings, and performing routine servicing. They are knowledgeable in working on different systems and learning new procedures by reading and understanding technical documentation.

Lead Manager / Head Leads:
Lead Manager and Head Leads are always present when a manager is not onsite. Their responsibilities include, but are not limited to, running and overseeing daily operations. They must guarantee that all machines are operating safely, policies and procedures are being followed, assign employees to their positions, and administer breaks. They follow daily opening and closing procedures.

Assistant Game Technicians / Game Attendants
Provide a clean and safe environment for our guests by performing thorough daily cleaning procedures weekly. Responsibilities include but are not limited to cash handling, performing basic game routine maintenance, prize redemption, assisting guests with any issues regarding the arcade games, and transaction concerns.

**Staff Uniform and Attire**

Dress Code
Each employee will be issued four staff shirts. It is the employees' responsibility to wash their uniform before the next shift. Pants must be purchased by the employee and must be either black jeans or khaki slack- type pants. Tennis shoes are required and must be white or black. In addition, the employees shall be clean- shaven before reporting for duty. Shorts may be worn during the summer months, but must be black or khaki in color and be of an appropriate length

**Third Party Providers**

- Carpet cleaning
- Player One
- Sureshot Redemption
- RI Novelty

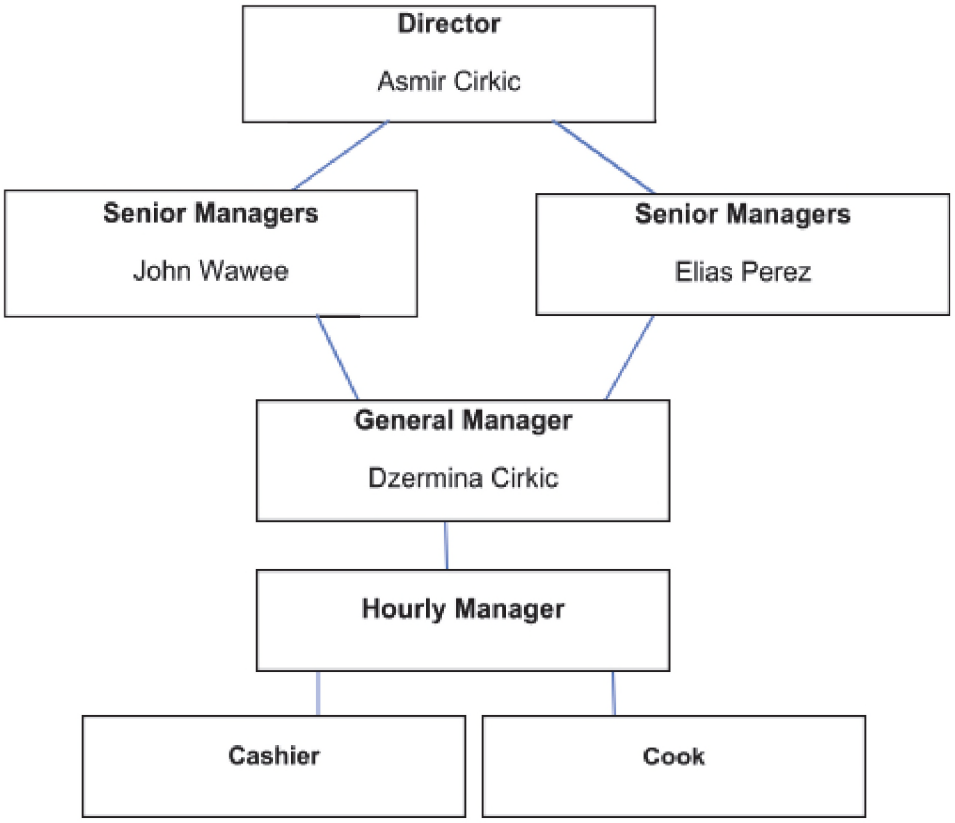
**Employee Training**

Once hired, employees will go through an ample training program with a manager set to prepare new hires as efficiently as possible. Employees will be taught the skills and duties of an arcade attendant such as: customer service, cash handling, credit card payments, game troubleshooting, routine maintenance, redemption, embed system, and customer and employee safety.

**Staff Schedule**

There will be at least one full-time employee onsite per daily shift. Please see Section B. Business Plan - Staffing and Management for a table outlining our staffing schedules.

Food and Beverage Services




**Staffing Requirements**

Please see below for our Staffing Requirements.

**Daily Responsibilities**

Opening

- Make sure the floor was cleaned properly the night before. Sweep and re-mop if needed.
- Put the chairs down and wipe the tables if they are dirty. Restock napkins dispensers.
- Turn the TVs on and the menus in order.

- Put the soda machines back together, making sure the parts have been rinsed off in the kitchen before putting it back on the soda machines.
- Restock all the cups and lids if need be.
- Put the cheese and chili back together, rinse the buttons before they are put back on the chili and cheese.
- Make sure the ketchup and mustard dispensers are clean and restocked.
- Check the tray with spoons, forks, and knives to make sure all the utensils are fully restocked. Also, restock the cheese and peppers.
- Make sure all items have been restocked.
- Make sure the glass and counter areas have been cleaned.

Mid-Day

- Check the dining area often, making sure the tables are cleaned off and trash has been thrown away.
- Restock the cups, forks, spoons, and napkin dispensers throughout the day.

Closing

- Wipe down all the tables and chairs in the dining area, including the wall and rail around the tables that have any food or dust on them. Put the chairs up on the tables.
- Wipe down the trash cans inside and outside in the dining area, change the trash bag.
- Wipe down the baby highchairs.
- Wipe down the counter area lifting the cups and wiping around them.
- Restock the regular cups and Icee cups and all the utensils and napkins on the counter and in the dining area.
- Take apart the soda machines and wash the parts in the kitchen and soak the little caps in hot water with some soap.
- Take apart the chili and nacho cheese machines soaking the parts in hot water with some soap (making sure you rinse it before you soak it). Wipe down the machines and the counter area around them as well as the Icee machine.
- Restock the water and Gatorade fridge and wipe the fridge down including any of the stuff on top of it.
- Take apart the churro machine and wash everything in the kitchen as well as wiping it down.
- Wipe down the pretzel machine.
- Restock the candy area and wipe down the glass area.
- Restock the teddy bears and cups wiping down the class shelves when doing so.
- Take the mats under the soda machines and clean it. Move them out of the way before sweeping the floor.
- Sweep the floor and mop the floor with hot water bleach and floor cleaner doing it twice and changing the water if need be.
- Wipe down the glass area and countertop and empty all trash and vacuum or sweep the floor.

**Duties**

Director
The Director oversees all the kitchen operations. This includes all safety, management team development, labor and non-labor budgets, special projects and new attractions, business planning on the Executive level, and interdepartmental relationships. The Director also reviews the overall department performance through reviewing various reports provided by the General Manager, and financial reports provided by the Financial Controller. The Director delegates action plans against these results.

Senior Manager
The senior manager oversees all the Kitchen General Manager team, their own professional development, and progress of tasks assigned by the Director. Senior manager oversight includes labor goals, special events, and overall park Team Member satisfaction. The senior manager assists with delegating goals set forth by the Facility Director.

General Manager
The General Manager oversees the progress of his/her goals. They work closely with their Hourly Manager Team to coordinate all needs of the Cafe. The General Manager will adjust labor hours and make variances to budgets and operating needs to show financial savings where applicable. The General Manager is always focused on opportunities to make our guests happy, increase sales or reduce our financial burden.

Hourly Manager Team
The Hourly Manager team is the leader of the hourly attendant team, and on the job trainers during most days of normal operations. The Hourly Manager monitors the daily labor budget, and operations during the day. The Hourly Manager ensures that all equipment is operating safely, and in compliance with all policies and procedures while assigning Team Members to their daily positions.

Hourly Manager Team
The Hourly Manager team is the leader of the hourly attendant team, and OJT trainers during most days of normal operations. The Hourly Manager monitors the daily labor budget, and operations of all attractions during the day. The Hourly Manager will ensure that all attractions are operating safely and in compliance with all policies and procedures while assigning Team Members to their daily positions.

Cashier/Kitchen Staff
The front counter is where the customer gains the first impression of the facility and those employed. First Impressions are Everything in Customer Service. Making a positive first impression is vital to creating a good relationship with customers, whether that interaction is in person or over the phone.

**Staff Schedule**

| Minimum Staffing-Cafe | | | |
|---|---|---|---|
| | Mon-Thu | Fri | Sat-Sun |
| *Number of Employees* | | | |
| Day Shift | *2* | *2* | *6* |
| Night Shift | *2* | *3* | *4* |

| Minimum Staffing-Café Peak Periods | | | |
|---|---|---|---|
| | Mon-Thu | Fri | Sat-Sun |
| *Number of Employees* | | | |
| Day Shift | *3* | *3* | *6* |
| Night Shift | *3* | *4* | *4* |

**Staff Uniform and Attire**

Our Staff will wear shirts with the Sherman Oaks Castle logo similar to the shirts worn by the other companies at Sherman Oaks Castle Park.

**Staff Expectations**

As part of our professional image, we should always appear and behave appropriately. Your appearance plays an important role in our goal to exceed our Guest expectations. We strive to present a consistently clean, neat, and approachable image to our Guests.

<u>Name Tags</u>

- Names tags must be worn while working in any Guest Area, as they are an important part of our wardrobe requirements and contribute to positive Team Member interactions.
- Wearing a name tag not only identifies you to our Guests as a Team Member, but it also provides an additional element of service by identifying your name.
- Your first name tag will be given to you. Should you lose your name tag, you must obtain a replacement ID from your General Manager.
- Keep your name tag “Show Ready” and obtain a replacement if damaged.
- Please do not wear your name tag if you are visiting the park as a Guest.

Personal Hygiene

- Due to close contact with our Guests and fellow Team Members, we expect everyone to be neat and clean, and to practice good physical and oral hygiene.

Cell Phones and Electronic Devices

- The use of personal mobile communication or electronic devices is prohibited while on duty in Guest areas and/or on the clock. These devices must not be visible and are to be in silent mode. In no way should electronic devices interrupt your interactions with Guests and fellow Team Members.
- For safety reasons you may not listen to digital devices and wear headphones or earbuds in Guests areas.

Shoes

- All Team Members, unless otherwise advised, are required to provide their own shoes for work.
- Shoes must be clean and in good condition.
- The shoes must be a solid color, white, black, or brown and have matching shoelaces.
- Shoes may be branded but may not have excess branding from their manufacturers.

Hair

- Hair must be neat and clean in appearance. Many hairstyles are acceptable and it is not possible to address every acceptable style nor detail what constitutes a neat and clean appearance.
- We do not permit extreme styling. Hats / visors must sit naturally on the forehead.
- Hair that covers one or both eyes is not acceptable, nor safe for operations.
- All food service Team Members must wear hair restraints so that hair cannot possibly contact exposed food, clean equipment, utensils, linens, and unwrapped single-service and single use-articles.

Third Party Providers

- Delivery of food and beverages
- Weekly grease pick-up

## 3. Customer Service Plan

**Customer Service**

- Performance in any field is guided by a few core principles. That also holds true for customer service. The core customer service principles are as follows:
    - **Speed**: Speed or responsiveness shows up in almost all studies as a main determinant for service quality .
    - **Accuracy**: Besides being fast, your service answers should, obviously, be correct.

- **Clarity**: Clarity is about how processable your communication is. When accuracy is the what, clarity is the how.
- **Friendliness**: That brings us to the human side of the equation. All services are based on human-to-human communication, even the self-help kind. Human interaction can have a great positive or negative impact on the experience.

**Daily Operation**

10 and 5 Rule

- The 10 and 5 rule is a simple reminder to consistently greet people that you encounter.
- When customers are 10 feet away from you, use a non-verbal greeting such as a smile or a wave.
- When customers are 5 feet away from you, greet them verbally.
- Why is the 10 and 5 rule important and effective? Because it reminds you to walk with your head up while looking for opportunities to serve. It creates a "customer service zone" around you that makes you more approachable and may lead you to find an unexpected service opportunity.

## 4. Employee Training

Once hired, employees will go through an ample training program with a manager set to prepare new hires as efficiently as possible. Employees will be taught the skills and duties of an arcade attendant such as: customer service, cash handling, credit card payments, game troubleshooting, routine maintenance, redemption, embed system, customer and employee safety.

* For a detailed description of our employee training procedures, please see the Employee Training Manual in Attachment D.

Education Programs Provided to Employees

- Yearly trade shows at Fun Expo & IAPPA.
- Seminars at Fun Expo and IAPPA.
- Tech classes at Betson West, Fun Expo and IAPPA.

Employee Incentives

- Weekend Attraction Sales Competition
- Weekend Sales Competition
- Quarterly Sales Competition
- Annual Sales Dinner

Recruitment Plans

Our past recruitment has come from areas such as the CSUN Job Fairs, local community schools and word of mouth. We are looking forward to beginning to use the City Hiring Program.

## 5. Facility Maintenance Plan

### Concession Improvement Plan

#### I. Replace Current Flooring

In an attempt to revamp the facilities appearance, we would like to replace all carpet flooring for indoor facilities including the arcade room, city office, arcade tech office, and snack bar office. Astro Carpet Mills is a leading manufacturer of printed carpets for family entertainment centers that offers a wide selection of customized carpets. Installing a fresh and new carpet will aid us in leaving an outstanding impression on anyone that walks through the facility.

https://astrocarpetmills.com/family-entertainment

#### II. Restroom Remodel

Maintaining a clean and safe environment is our utmost priority which is why we would like to renovate the current restroom facilities. Integrating the latest anti-graffiti distress steel tiles would eliminate vandalism. Reconfiguring the mens restroom would improve the overall layout of the restroom by ensuring privacy of anyone utilizing the urinals.

#### III. Rewire facility for High Speed Internet

Butterfield Games would like to introduce fiber optic internet to the facility in order to reach larger customer volumes with faster processing times. The current internet speed can be improved and with this updated technology, we would be capable of better servicing our community.

#### IV. Ambience Lighting

Butterfield Games would like to revolutionize the arcade industry by immersing our guests with advanced optics creating a cosmic arcade ambience. These moving head LEDs will illuminate our new carpets and equipment and are capable of synchronizing with all sound, as well as projecting messages and imagery of our choice.

Deliveries, Storage, Trash Removal, and Recycling

Our company's protocol is to take out the garbage at the end of every shift and when the receptacle is full. The city handles the garbage pick up.

Rodent and Pest Mitigation

The city handles all rodent and pest mitigation.

## 6. Hours

Hours of Operation

- Hours of operation, including holidays, are determined by the management of Sherman Oaks Castle Park.
- We are available for private parties after or before normal operating hours.

## D. Concession Fee

**RFP EXHIBIT I**

**FINANCIAL OFFER FORM**

**Arcade**

**Monthly Concession Fee Commitment**

For the Sherman Oaks Castle Park Arcade and Food and Beverage Concession Agreement, and in consideration of City executing this Concession Agreement and granting the rights herein enumerated, CONCESSIONAIRE shall pay to City a minimum annual guarantee (MAG) or a percentage of gross receipts (PGR) as shown below **(MAG and percentage must be equal to or greater than the minimum shown below):**

**YEAR ONE:**

| CATEGORY | MINIMUM ACCEPTABLE PERCENTAGE | PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage) |
|---|---|---|
| Arcade and Filming | Forty - five percent (45%) | Forty Five Percent (45 %) |
| Retail | Ten percent 10 (%) | Ten Percent (10 %) |
| Other (define) | XX percent (%) | (00 %) |

**MINIMUM ANNUAL GUARANTEE (MAG):** **MAG OFFERED BY PROPOSER:**

**Amount: $800,000.00** Amount: $1,000,000.00

**COMPLETE ONLY IF PROPOSING ESCALATION OF THE PGR**
**Indicate the year(s): _____ (Answer years XX *)**
***Copy this form if you wish to propose different percentages for years XX.**

| CATEGORY | MINIMUM ACCEPTABLE PERCENTAGE | PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage) |
|---|---|---|
| Arcade and Filming | XX percent (%) | ( %) |
| Retail | XX percent (%) | ( %) |
| Other (define) | XX percent (%) | ( %) |

Prepared By: _____ (Authorized Signature) Matt Mazzaroli (Print Name)

Butterfield Games, INC (Company Name) CEO/President (Title)

Date: 05/03/23

**RFP EXHIBIT I.2**

## FINANCIAL OFFER FORM

### Food and Beverage

**Monthly Concession Fee Commitment**

For the Sherman Oaks Castle Park Arcade and Food and Beverage Concession Agreement, and in consideration of City executing this Concession Agreement and granting the rights herein enumerated, CONCESSIONAIRE shall pay to City a minimum annual guarantee (MAG) or a percentage of gross receipts (PGR) as shown below **(MAG and percentage must be equal to or greater than the minimum shown below):**

**YEAR ONE:**

| CATEGORY | MINIMUM ACCEPTABLE PERCENTAGE | PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage) |
|---|---|---|
| Food and Non-Alcoholic Beverages | Ten percent (10%) | Ten percent ( 10 %) |
| Party/Group | Fifteen percent (15%) | Fifteen percent ( 15 %) |
| Alcohol | Twelve percent (12%) | Twelve percent ( 12 %) |
| Other (define) | XX percent ( %) | ( %) |

**MINIMUM ANNUAL GUARANTEE (MAG):** **MAG OFFERED BY PROPOSER:**

**Amount: $25,000.00** Amount: $40,000

**COMPLETE ONLY IF PROPOSING ESCALATION OF THE PGR**
**Indicate the year(s): _____ (Answer years XX *)**
***Copy this form if you wish to propose different percentages for years XX.**

| CATEGORY | MINIMUM ACCEPTABLE PERCENTAGE | PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage) |
|---|---|---|
| Food and Non-Alcoholic Beverages | XX percent (%) | ( %) |
| Party/Group | XX percent (%) | ( %) |
| Alcohol | XX percent (%) | ( %) |
| Other (define) | XX percent (%) | ( %) |

Prepared By: Matt Mazzaroli (Authorized Signature) Matt Mazzaroli (Print Name)

Butterfield Games,Inc Sub Contractor: A.J. Family Food Conncession, LLC (Company Name) CEO/President (Title)

Date: 05/15/23

## E. Menu Concept

Food Menu

For the Table

- Chips and Salsa- Salsa and Tortilla Chips $8
- Creamy Queso and Chips- Queso and Tortilla Chips $11
- Cheeseburger Sliders- Cheddar, Sauce, Minced Onions, Pickles. $14
- Pretzels and Queso $9
- Nacho Stack – Crispy Tortilla Chips, Queso, Pico De Gallo, Black Beans, Jalapenos, Sour Cream. $15
    - -Add Grilled Chicken $3
    - -Add Carne Asada $5

Breakfast

- Breakfast Burrito- Egg, Cheese $5
    - -Add Chicken $2
    - -Add Chorizo $2
    - -Add Turkey Sausage $2
- Croissant Sausage Egg and Cheese $6
- Bagel w/Cream Cheese $3
    - -Add 1 Egg $1
    - -Add Avocado $1

Chicken Wings

- Served with Buttermilk Ranch
- Small $12 Medium $20 Large $30
- Choose a Sauce
    - Buffalo
    - Garlic
    - Mango Habanero
    - Lemon Pepper

Salad

- Caesar- Chopped Romaine, parmesan, croutons, and Caesar dressing $10.
- BBQ Chop- Chopped Romaine, BBQ Chicken, Corn, Black Beans, Cheddar Jack, Crispy Onions, and BBQ Ranch. $12

Pizza

- Original Cheese -7” personal Pizza or 16” $9 $20
- Pepperoni- 7” personal Pizza or 16” $11 $25
- BBQ -16” $25
- Vegetarian -16” $25
- Gluten Free Crust $3

Handhelds

- Served with choice of One Side
- Hamburger or Cheeseburger- Lettuce, Tomatoes, Onions $15
- Turkey Club- Smoked Turkey, Bacon, Provolone, Avocado, Lettuce and Tomatoes $17
- Grilled Chicken Club- Provolone, Tomatoes and Lettuce $17
- Hot Dog - Kosher Beef Hot Dog $8
- Corn Dog -Turkey Corn Dog $5
- Cheese Dog- Bee Hot Dog with Cheese $9
- Chili Dog- Beef Hot Dog with Chili $9
- Chili Cheese Dog- Beef Hot Dog with Chili and Cheese $10

Street Tacos

- Carne Asada -Grilled Skirt Steak, Tomatillo Salsa, Avocado, Pico De Gallo, Crema, Lime $16
- Chicken – Grilled diced chicken, Onion, Cilantro, Lime $14

Sides

- French Fries $4
- Onion Rings $4
- Potato Wedges $4

Kids Menu

- Build Your own kids Menu -For Ages 12 and Younger $10
- Includes a small fountain beverage.
- Choose one of these things!
    - Crispy Chicken Tenders
    - Corn Dog
    - Individual Pizza (Cheese or Pepperoni)
- & One of These
    - French fries
    - Potato Wedges

Grab and Go

- Pretzel -Salted or Cinnamon $5
- Nachos with Cheese $5
- Nachos with Chili Sauce $5
- Bag of Chips $2
- Candy $2

Dessert

- Funnel cake with strawberry sauce $6
- Churros with chocolate dipping sauce $6
- Mini Donuts $5

- Dippin Dots Ice Cream $4 $6 $8
- Fruit Cup $5

## Drink Menu

### Beverages

- Bottled Water $3
- Orange Juice $4
- Apple Juice $4
- Sport Drink $4
- Regular Coffee $3
- Small/Medium/Large Fountain Drink $2 $4 $6
- Small/Medium/Large ICEE Drink $3 $6 $9

### Bar

- Bottle Or Can
- Bud Light $6
- Modelo Especial $7
- Miller Lite $6.
- Corona $7
- Michelob Ultra $6
- Dos Equis $7
- White Claw Hard Seltzer $6
- Truly Hard Seltzer $6
- Whites and Rose (6Oz, 9 Oz)
    - Pinot Grigio $9 $13
    - Rose $9 $13
    - Chardonnay$11 $15
    - Reds
    - Merlot $9 $13
    - Pinot Noir $12 $16
    - Cabernet Sauvignon $14 $18
- Sparkling
    - Prosecco $7 $11
    - Moscato $8 $12
- Wine Cocktails
    - Raspberry Lemonade Sangria-Sauvignon Blanc Wine, Raspberries, Lemon $9
    - Tropical Mimosa-Prosecco, Mango, Pineapple, Mint $9
    - Mimosa- Prosecco and Orange Juice $9
    - Frose- Rose and Frozen strawberries mixed and garnished with Mint. $9
- "All pricing is based on the cost of food and beverages as of May 2023."
- Kosher food will be available for parties and groups with an advanced order.

## F. Concession Improvement Plan

### Improvement Plan

In efforts to create a unique and exhilarating experience, Butterfield Games would like to propose the following plans to improve the Family Entertainment Center. Implementing these plans would generate another stream of revenue by engaging our customers in an exciting experience while enhancing the park's overall visual appeal.

### Game Additions

We would like to station an outdoor mobile climbing wall located left adjacent to the batting cages hut. Mobile Klime Wallz™ by Spectrum Sports is a way of engaging our visitors by offering three challenges to inspire repeat climbs and ensure that our customers are never bored. By bringing in this vibrant and new attraction, we will be enticing visitors to participate in this activity upon arrival / departure






Mobile Klime Wallz™

https://spectrumsports.com/products/mobile-klime-wallz/

**Features**

- 3 Exhilarating elements to climb
- UV resistant gel coat in various colors
- Hydraulic lift system to stand wall in place
- 15-minute set-up time
- 3 Auto-Belay safety systems unique to Spectrum and most trusted in the industry
- Hydraulic lift for easy and quick setup / take-down
- Made in the USA


SPECTRUM
SPORTS INT'L
KLIME WALLZ
mobile edition
A premium climbing experience for the mobile operator
©2015 SPECTRUM SPORTS INT'L | WWW.SPECTRUMSPORTS.COM | 888.563.0163




**Trailer Specs**

- Travel Dimensions: 28’10″ L x 7’6″ W x 9’5″ H (874 cm L x 228 cm W x 286 cm H)
- Operating Dimensions: 29’10″ L x 9’7″ W x 24’6″ H (908 cm L x 291 cm W x 747 cm H)
- 5900 lb (2676 kg) total weight / 1100 lb (495 kg) tongue weight
- 2 5/16″ ball bumper pull hitch
- 7-Prong Electrical Plug
- 15″ wheels / full size spare tire
- 2 (Qty) 3500 lbs. (1587 kg) torsion axles
- Electrical trailer brakes on front axle

An additional attraction we will be introducing is Roll-A-Ball™ by Bob's Space Racers, an advanced, dependable, and profitable derby race game. The trailer model allows guests to roll their ball to one of the three speed zones. When their ball lands into one of the holes, their character on the playfield moves closer to the finish line. The higher the zone, the further the character moves. The first to reach the finish line wins!




Rolla Ball (Bob's Space Racers)

https://www.bobsspaceracers.com/Roll-A-Ball--Trailer-Games--10-348849.html

**Game Features**

- Fast and easy set-up and tear-down
- Protection from the weather
- Attractive and well-lit marquee
- Built-in accounting system

# GAME TRAILER

**Roll-A-Ball™ Game Trailer:**
**Players roll their ball into one of the speed zones; activating their toy to move toward the finish line.**

- **Simple game for all ages.**
- **Roll-A-Ball™ is the most customizable and electronically advanced derby race games available.**
- **Flip down counters bring the action closer to the crowd.**
- **Simple to operate and easy to play.**



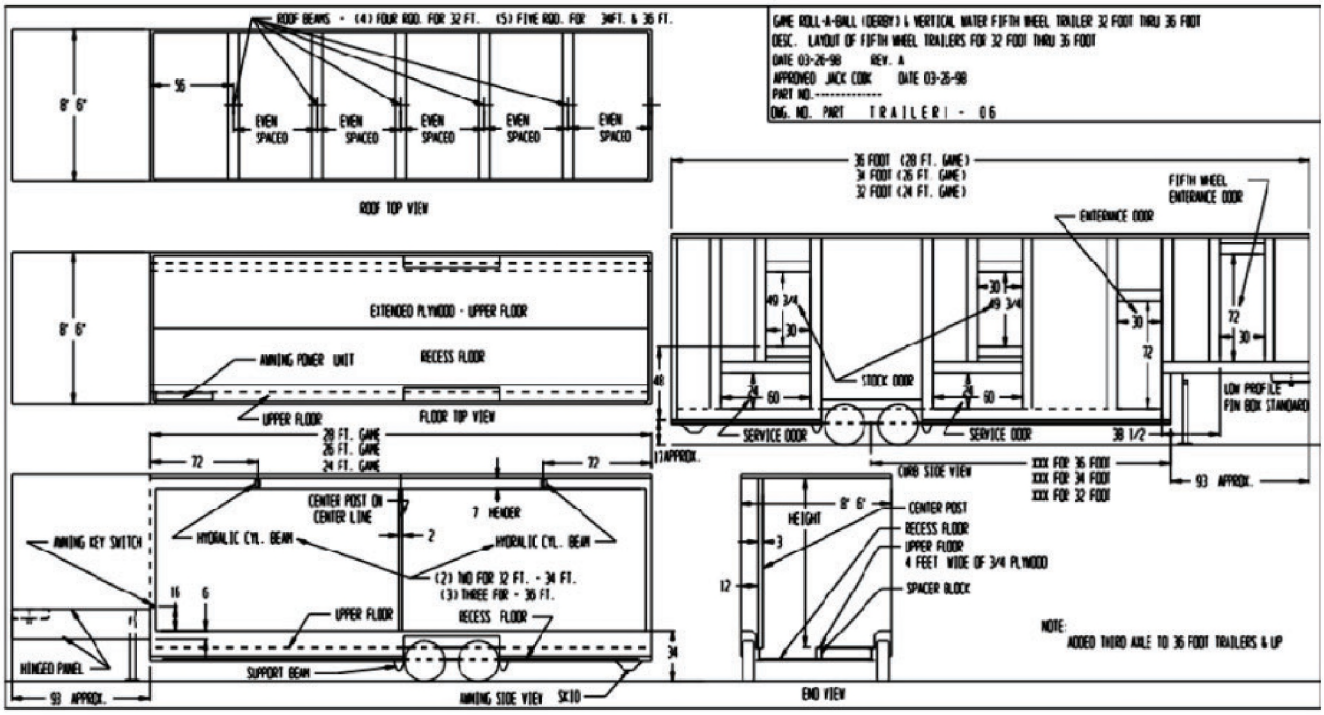




- **Advanced electronics control toy movement to eliminate "dead-spots" associated with other drive systems.**
- **Dollar for dollar the most advanced, dependable, and profitable derby race anywhere in the world.**

**BSR Trailer Model Games are fully customizable with complete choices of colors, themes, toys, and player positions.**

ROLL A BALL



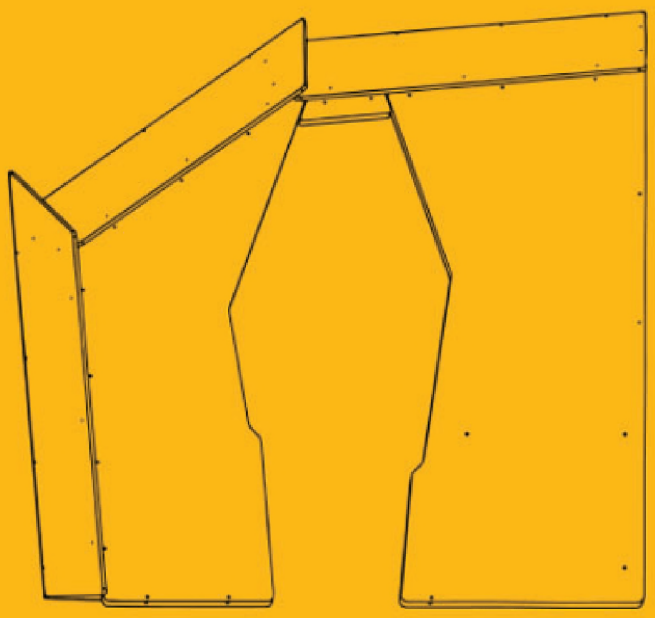

**BSR Roll-A-Ball Trailers are generally 5th Wheel trailers, but can be placed in smaller trailers. Contact a BSR Sales Representative for more details.**

An attraction we plan on purchasing is Qube by Trio-Tech. Qube is a new coin-op interactive media-based 4-seat simulator requiring low footprint and generating a high ROI for operators. It includes a 100" 4k projected display, motion seats, wind, blasters, 5.1 surround sound system, unreal 5 powered experiences for best-in-class visuals/graphics and a full library of content. All this in an attendant free format!






## SPECIFICATIONS



### PRODUCT DIMENSIONS

Required Footprint: 9.29m² (100 sq. ft.)

Length: 2.78m (109.5")

Width: 3.05m (120")

Height: 2.54m (100")

CONTACT US FOR MORE INFORMATION →

## SPECIFICATIONS




### CONTENT

Clients have access to the following catalogue of multi-level thrilling content which provides a unique experience to this attraction.

Triotech will continue developing a large content library like it has done for its other products.

CONTACT US FOR MORE INFORMATION →

Qube™ by Troi-Tech

https://www.trio-tech.com/products/qube-multiplayer-interactive-coin-op-motion-simulator-triotech/

| Attraction | Mobile Klime Wallz™ | Rolla Ball™ | Qube™ | TOTAL |
|---|---|---|---|---|
| Cost | $95,000.00 | $130,000.00 | $120,000.00 | $360,000.00 |

**Customer Service Improvement Plan**

**LRS Connect for Customer Engagement**

LRS Connect is a customer engagement platform that provides the ability to rapidly deploy a fully integrated solution. It reduces wait times and increases revenue for all park businesses. The cloud-based platform allows our business to communicate with our guests via a SMS text. LRS Connect informs the guests the wait time they can expect and holds their place in line without physically waiting in a line. This can also allow our guests to enjoy all other activities the park has to offer.

System Diagram




https://shop.lrsus.com/products/lrs-connect-monthly#:~:text=LRS%20Connect%20List%20is%20a,LRS%20pager%20or%20SMS%20text.

## Food and Beverage Improvement Plan

### Proposed Food and Beverage Services

The company is prepared to provide food and beverage services through a concession stand located at Sherman Oaks Castle Park. The menu will include quality food and beverage items with reasonable pricing appropriate for the concession. We will be serving snack bar food such as Pizza, Drinks, Hamburgers, Fries, etc. We also plan on bringing in an ICEE machine to sell ICEE drinks. A full menu with a wide variety has been included in Section E - Menu Concept . Kosher food will be available for parties and groups with an advanced order. The service time for Beer and Wine will be determined by the management of Sherman Oaks Castle Park and the terms of our ABC license.

### Proposed Café Improvements

Café improvements would include, but not be limited to, fresh paint with a new color scheme. We would add new tables and chairs to the existing seating area. We plan on updating the floor with new tiles. Televisions would be added to the snack bar with a satellite package to showcase the top sporting events and any important events. We also plan on adding new equipment and keeping the café up to health code standards. We plan on opening the window and adding a second register to allow additional ordering areas for food, to make service faster, increase revenue, and to provide better customer service and satisfaction. We are planning on staffing the window during the peak time periods at the Café. Furthermore, we plan on adding mobile ordering with QR codes for faster customer service as it gives the customers on the golf course the advantage of ordering ahead while they are playing their game. We are planning to add an ICEE Machine, Dippin Dots Freezer, and Ice Cream. We are planning on adding kosher food to the menu as well as health-conscious menu items such as salads, fruit cups and gluten free pizza crust.

### Proposed new café equipment:

- Triple stacked pizza Oven
- Refrigerated Merchandiser
- Heavy Duty Microwave
- Commercial Coffee Machine
- Popcorn Machine
- Hot Dog Roller
- Nacho Cheese and Chili Warmer
- Flat Grill Top
- Ice Maker
- ICEE Machine
- Fryer
- Prep Table
- Dip N Dots

## Business Goals and Objectives

Short Term

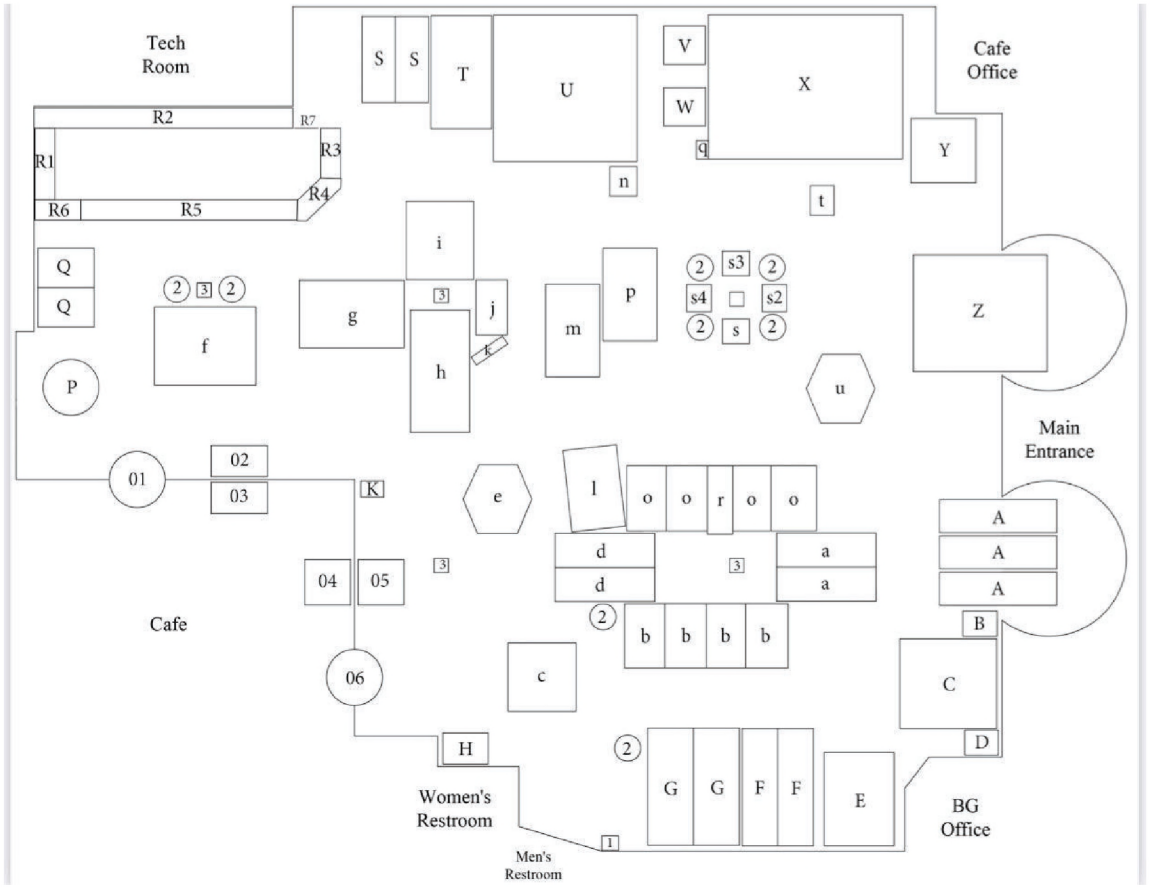
- Increase daily net sales.
- Improve employee productivity.
- Improve top selling items.
- Introducing new menu items.

Long Term

- Increase  monthly net sales
- .Improve employee performance.
- Community involvement/engagement increase profit and revenue

## Improvements to the Arcade Area

### Floor Plan




Re-configure the layout area in between the cafe and arcade perimeter (games 01, 02, 03, 04, 05, 06)  in order to provide an open concept floor plan. This creates multiple entry and exit points by removing the fence that currently divides the cafe from the arcade. By placing games 02 and 03, 04 and 05, back to back, we can accommodate

more walkways for guests to walk freely and ultimately cut down line time. In addition, this will allow a clear line of sight from the dining area into the arcade room.

**Restroom Remodel**

Maintaining a clean and safe environment is our utmost priority which is why we would like to renovate the current restroom facilities. Integrating the latest anti-graffiti distress steel tiles would eliminate vandalism. Reconfiguring the mens restroom would improve the overall layout of the restroom by ensuring privacy of anyone utilizing the urinals.

**Improvements to Kitchen Area**

The improvements to the kitchen area will consist of an upgraded flooring in the kitchen and dining room area to commercial grade kitchen level as approved by the L.A County Department of Health Services. We will repaint the interior of the dining room and kitchen area. We will be getting a commercial grade triple stacked pizza oven, commercial fryers and a flat top grill. New tables and chairs will be added to the dining room area, along with 70” screens televisions for Games and Menus.

We are upgrading the Point of Sale (POS) system to a new state of the art system, which is the new way of doing business. Having two POS systems will decrease wait time and also help avoid long lines forming and blocking arcade games and golf counter sales.





Lincoln 1600-3E 80" Impinger Low Profile Triple Conveyor Oven - 208v/3ph

We know the previous operator of the food concession had a really hard time keeping up with the demand for pizzas due to the fact they used a pizza oven which only had two conveyors. Also, there were many times when there was only one conveyor working. So our new triple conveyor oven should enable us to provide much quicker service to the patrons of Sherman Oaks Castle Park.

# Attachment A

Reference Letters




BETSON WEST
Division of Betson Coin-Op
Distributing Company, Inc.

April 25, 2023

To Who it May Concern

Butterfield Games has been a customer and partner of ours in the amusement industry for over 20 years. They have always held their account in good standing throughout that time. They currently have an open credit line for parts and equipment for $250,000 and their terms are Net 60 on new equipment. We also occasionally test new games at the Sherman Oaks Castle, before most of the rest of the country gets to see the games.

I am available to answer any questions you may have.

Ron Hunt
General Manager
Betson West

PLAYER ONE
AMUSEMENT GROUP

May 1, 2023

Re: Butterfield Games
4989 Sepulveda Blvd.
Sherman Oaks, CA 91403

To Whom It May Concern:

This letter is in reference to our business relationship with Butterfield Games who currently operates at the Sherman Oaks Castle location. We have enjoyed serving Butterfield Games as a valued customer for several years. Over the past few years, we have sold them arcade equipment on open account internally with balances up to $100,000 and also financed equipment through third party finance sources on notes and they have always handled their accounts in an exemplary manner. Based on their multiple years in business and successful track record Butterfield Games has the ability and credit worthiness to obtain financing to fund substantially larger orders for equipment without a problem.

We have always considered Butterfield Games to be a very knowledgeable amusement operator that understands the value of proper equipment evaluation and how to deploy it in a manner to maximize game room earnings.

We value Butterfield Games as a customer and consider them to be an excellent candidate for any business dealings you may be considering. I will be glad to offer a verbal reference or answer any questions you might have.

With Best Regards,

**Jim Smiley** | Vice President, U.S. Distribution| Player One Amusement Group

WinWithP1AG.com • 1.844.946.7124

KOMUSE AMERICA

April 27, 2023

**TO WHOM IT MAY CONCERN:**

Matt Mazzaroli is one of the best persons I have known in the coin-op industry. Sherman Oaks Castle being one of the valuable customers and games' testing arcade for KOMUSE America, Inc. I have interacted very often. Mr. Mazzaroli and Elias Perez one of his personnel have always demonstrated their professionalism in attending to requests made by me. Mr. Mazzaroli's conscientiousness and punctuality in attending to the tasks related with location game test is commendable.

The purpose of this letter is to give Mr. Mazzaroli my strongest recommendation and support. His business ethics and his managerial skills can help make any business a successful one. He has proven it while managing the Sherman Oaks Castle at Sherman Oaks in So. California.

I would be happy to speak to anyone about Mr. Mazzaroli if additional information is needed.

Sincerely,

Satinder K. Bhutani
*President*
Komuse America, Inc.

Western
Bank • Invest • Insure
Your Hometown Bank

westernbanks.com

April 25, 2023

RE: Butterfield Games Inc.

To Whom It May Concern:

Butterfield Games Inc. has been a customer of the bank for many years and has handled all accounts as agreed. Please accept this letter as a letter of reference, based on the information we have in our records, Western State Bank would be very willing to extend additional credit to Butterfield Games Inc. if need be.

If you are in need of any further correspondence, I can be reached directly at

Sincerely,

Western State Bank



Brett Johnston
President

FIRST AMERICAN BANK

April 27, 2023

MATTHEW M MAZZAROLI

To Whom It May Concern,

This letter is to inform you that Matthew M Mazzaroli has an open and active Home Equity Line of Credit with a credit limit of $115,000.00 at First American Bank. The Home Equity Line of Credit number is The routing number for First American Bank is . This account is open and ready for use.

If you have any questions, please contact me.

Dan Haines
First American Bank
Senior Personal Banker

# Attachment B

Bank Statements & Credit Reports

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

TRN S Y

**Business Statement**
Account Number:

Statement Period:
Apr 1, 2022
through
Apr 30, 2022



000117597 01 SP 000638174387358 E
BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

***To Contact U.S. Bank***

***24-Hour Business Solutions:*** *1-800-673-3555*

***U.S. Bank accepts Relay Calls***

***Internet:*** *usbank.com*

## INFORMATION YOU SHOULD KNOW

Effective May 26, 2022 the "Your Deposit Account Agreement" disclosure will include update(s) and may affect your rights.

Primary update:

- Updates to Unauthorized Transactions and Lost or Stolen Cards section

Beginning May 26, 2022, a copy of the "Your Deposit Account Agreement" disclosure will be available at your local U.S. Bank branch, online at **usbank.com**, or by calling 800-673-3555.

If you have any questions, you can call us at 800-673-3555. Our business bankers are here to help 8 a.m. to 8 p.m. CT Monday through Friday and 8 a.m. to 6:30 p.m. CT on Saturday. We accept relay calls. Our bankers are also available to help at your local branch via appointment.

## U.S. BANK GOLD - BUSINESS CHECKING

***Member FDIC***

U.S. Bank National Association

**Account Number**

### Account Summary

| | # Items | | |
|---|---|---|---|
| Beginning Balance on Apr 1 | | $ | 165,054.39 |
| Customer Deposits | 7 | | 95,717.54 |
| Other Deposits | 52 | | 239,637.99 |
| Other Withdrawals | 18 | | 111,834.42- |
| Checks Paid | 11 | | 175,310.58- |
| **Ending Balance on Apr 30, 2022** | | **$** | **213,264.92** |

Number of Days in Statement Period 30

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|
| | Apr 6 | | 540.00 |
| | Apr 13 | | 860.00 |
| | Apr 20 | | 2,540.00 |
| | Apr 22 | | 5,330.35 |
| | Apr 22 | | 13,671.52 |
| | Apr 22 | | 71,355.67 |
| | Apr 27 | | 1,420.00 |
| | | **Total Customer Deposits** | **$ 95,717.54** |

### Other Deposits

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Apr 1 | Electronic Deposit REF= | From | | $ 2,420.00 |
| Apr 4 | CV LAD | Cash Vault Deposit | | 1,217.25 |
| Apr 4 | CV LAD | Cash Vault Deposit | | 1,258.50 |
| Apr 4 | CV LAD | Cash Vault Deposit | | 1,618.25 |
| Apr 4 | Electronic Deposit REF= | From | | 3,119.75 |
| Apr 4 | Electronic Deposit REF | From | | 19,251.25 |

**BALANCE YOUR ACCOUNT**
To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

**IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS**
**In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers**
If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.
*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

**IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS**
Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

**CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE**
***What To Do If You Think You Find A Mistake on Your Statement***
If you think there is an error on your statement, write to us at:
U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:

- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

**REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES**
We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**CONSUMER REPORT DISPUTES**
We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

Member FDIC

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Apr 5 | Electronic Deposit | From | | 10,812.00 |
| Apr 6 | CV LAD | Cash Vault Deposit | | 1,053.25 |
| Apr 6 | CV LAD | Cash Vault Deposit | | 2,342.00 |
| Apr 6 | CV LAD | Cash Vault Deposit | | 4,168.00 |
| Apr 6 | CV LAD | Cash Vault Deposit | | 4,493.25 |
| Apr 7 | Electronic Deposit | From | | 2,924.75 |
| Apr 8 | Electronic Deposit | From | | 5,289.25 |
| Apr 11 | CV LAD | Cash Vault Deposit | | 572.00 |
| Apr 11 | CV LAD | Cash Vault Deposit | | 1,179.00 |
| Apr 11 | CV LAD | Cash Vault Deposit | | 1,375.25 |
| Apr 11 | Electronic Deposit | From | | 2,210.50 |
| Apr 11 | Electronic Deposit REF=221010081241160N00 | From | | 8,517.69 |
| Apr 13 | CV LAD | Cash Vault Deposit | | 1,921.50 |
| Apr 13 | CV LAD | Cash Vault Deposit | | 2,336.25 |
| Apr 13 | CV LAD | Cash Vault Deposit | | 2,815.75 |
| Apr 13 | CV LAD | Cash Vault Deposit | | 4,501.76 |
| Apr 13 | Electronic Deposit | From | | 5,386.25 |
| Apr 14 | Electronic Deposit | From | | 5,768.00 |
| Apr 15 | Electronic Deposit | From | | 7,176.50 |
| Apr 18 | CV LAD | Cash Vault Deposit | | 2,739.25 |
| Apr 18 | CV LAD | Cash Vault Deposit | | 3,217.25 |
| Apr 18 | CV LAD | Cash Vault Deposit | | 4,142.29 |
| Apr 18 | Electronic Deposit | From | | 6,197.00 |
| Apr 18 | Electronic Deposit | From | | 21,662.50 |
| Apr 19 | Electronic Deposit | From | | 5,747.25 |
| Apr 20 | CV LAD | Cash Vault Deposit | | 816.75 |
| Apr 20 | CV LAD | Cash Vault Deposit | | 1,023.50 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Apr 20 | Electronic Deposit | From | | 3,403.25 |
| Apr 20 | CV LAD | Cash Vault Deposit | | 4,916.00 |
| Apr 20 | CV LAD | Cash Vault Deposit | | 5,472.25 |
| Apr 21 | Electronic Deposit | From | | 4,350.50 |
| Apr 22 | Electronic Deposit | From | | 4,213.50 |
| Apr 25 | CV LAD | Cash Vault Deposit | | 1,080.25 |
| Apr 25 | CV LAD | Cash Vault Deposit | | 1,141.50 |
| Apr 25 | CV LAD | Cash Vault Deposit | | 1,171.00 |
| Apr 25 | Electronic Deposit | From | | 3,937.25 |
| Apr 25 | Electronic Deposit | From | | 15,832.75 |
| Apr 26 | Electronic Deposit | From | | 9,166.00 |
| Apr 27 | CV LAD | Cash Vault Deposit | | 761.50 |
| Apr 27 | Electronic Deposit | From | | 2,195.00 |
| Apr 27 | CV LAD | Cash Vault Deposit | | 2,524.75 |
| Apr 27 | CV LAD | Cash Vault Deposit | | 3,608.25 |
| Apr 27 | CV LAD | Cash Vault Deposit | | 6,527.50 |
| Apr 28 | Electronic Deposit | From | | 1,983.50 |
| Apr 29 | Electronic Deposit | From | | 1,931.25 |
| | | **Total Other Deposits** | | **$ 239,637.99** |

### Other Withdrawals

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Apr 4 | Electronic Withdrawal | To | | $ 3,901.01- |
| Apr 4 | Internet Banking Payment | To Credit Card ********** | | 8,300.00- |
| Apr 5 | Internet Banking Transfer | To Account | | 15,000.00- |
| Apr 8 | Electronic Withdrawal | To ATT 9864031004Payment 370055003EPAYY | | 68.50- |
| Apr 8 | Electronic Withdrawal | To Helix Leisure US | | 435.49- |
| Apr 11 | Electronic Withdrawal | To ANTHEM BLUE I01O | | 2,653.44- |
| Apr 11 | Electronic Withdrawal | To SBA LOAN | | 10,000.00- |
| Apr 11 | Internet Banking Transfer | To Account | | 15,000.00- |
| Apr 12 | Internet Banking Transfer | To Account | | 5,000.00- |
| Apr 13 | | To LADWP | | 1,269.92- |
| Apr 14 | Analysis Service Charge | | | 230.20- |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Withdrawals (continued)

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Apr 14 | Internet Banking Payment | To Credit Card | | 12,000.00- |
| Apr 20 | Electronic Withdrawal | To BANDAI NAMCO | | 300.00- |
| Apr 25 | Internet Banking Transfer | To Account | | 20,000.00- |
| Apr 26 | Express Bill Payment | Overnight Fee | | 14.95- |
| Apr 27 | Internet Banking Payment | To Credit Card | | 11,330.91- |
| Apr 28 | Internet Banking Transfer | To Account | | 5,000.00- |
| Apr 29 | Electronic Withdrawal | To CA DEPT TAX FEE | | 1,330.00- |

**Total Other Withdrawals** **$ 111,834.42-**

### Checks Presented Conventionally

| Check | Date | Ref Number | Amount | Check | Date | Ref Number | Amount |
|---|---|---|---|---|---|---|---|
| 5529 | Apr 5 | 8315181460 | 14,070.76 | 5542* | Apr 25 | 8015123654 | 3,825.00 |
| 5536* | Apr 6 | 8612333969 | 169.00 | 5543 | Apr 21 | 8914320484 | 102,894.13 |
| 5537 | Apr 11 | 8017434642 | 1,500.00 | 5544 | Apr 21 | 8914320485 | 386.28 |
| 5538 | Apr 14 | 8914389475 | 4,500.00 | 5545 | Apr 27 | 8614443906 | 254.28 |
| 5539 | Apr 11 | 8015627398 | 1,032.36 | 5547* | Apr 27 | 8611615958 | 45,178.77 |
| 5540 | Apr 20 | 8614430731 | 1,500.00 | | | | |

* Gap in check sequence

**Conventional Checks Paid (11)** **$ 175,310.58-**

### Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| Apr 1 | 167,474.39 | Apr 12 | 178,434.02 | Apr 21 | 152,347.29 |
| Apr 4 | 181,738.38 | Apr 13 | 194,985.61 | Apr 22 | 246,918.33 |
| Apr 5 | 163,479.62 | Apr 14 | 184,023.41 | Apr 25 | 246,256.08 |
| Apr 6 | 175,907.12 | Apr 15 | 191,199.91 | Apr 26 | 255,407.13 |
| Apr 7 | 178,831.87 | Apr 18 | 229,158.20 | Apr 27 | 215,680.17 |
| Apr 8 | 183,617.13 | Apr 19 | 234,905.45 | Apr 28 | 212,663.67 |
| Apr 11 | 174,916.33 | Apr 20 | 251,277.20 | Apr 29 | 213,264.92 |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: March 2022

| | | |
|---|---|---|
| Account Number: | $ | 230.20 |
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 230.20 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 29 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |

BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

**Business Statement**
Account Number:

Statement Period:
Apr 1, 2022
through
Apr 30, 2022



## ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

### Service Activity Detail for Account Number (continued)

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| Combined Transactions/Items | 94 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| **ACH Services** | | | |
| ACH Received Addenda Item | 1 | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | 751 | 0.20000 | 150.20 |
| Cash Vault Deposit-Extended | 40 | 2.00000 | 80.00 |
| Subtotal: CVS Coin/Currency | | | 230.20 |
| Fee Based Service Charges for Account Number | | | $ 230.20 |

### Service Activity Detail for Account Number 1-575-1371-9060

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 13 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

7244 TRN S Y ST01

**Business Statement**
Account Number:

Statement Period:
May 2, 2022
through
May 31, 2022



000184428 01 SP 000638205061739 E
BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

***To Contact U.S. Bank***

***24-Hour Business Solutions:*** *1-800-673-3555*

***U.S. Bank accepts Relay Calls***

***Internet:*** *usbank.com*

## U.S. BANK GOLD - BUSINESS CHECKING

***Member FDIC***

U.S. Bank National Association

**Account Number**

### Account Summary

| | # Items | | |
|---|---|---|---|
| Beginning Balance on May 2 | | $ | 213,264.92 |
| Customer Deposits | 8 | | 22,524.94 |
| Other Deposits | 58 | | 206,588.46 |
| Other Withdrawals | 13 | | 82,377.74- |
| Checks Paid | 12 | | 172,117.14- |
| **Ending Balance on May 31, 2022** | | **$** | **187,883.44** |

Number of Days in Statement Period 31

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* | *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | May 4 | | 1,100.00 | | May 23 | | 285.00 |
| | May 11 | | 440.00 | | May 25 | | 1,860.00 |
| | May 19 | | 1,968.00 | | May 25 | | 2,100.00 |
| | May 19 | | 4,221.11 | | May 31 | | 10,550.83 |

**Total Customer Deposits $ 22,524.94**

### Other Deposits

| *Date* | *Description of Transaction* | | *Ref Number* | | *Amount* |
|---|---|---|---|---|---|
| May 2 | CV LAD | Cash Vault Deposit | | $ | 431.75 |
| May 2 | CV LAD | Cash Vault Deposit | | | 804.00 |
| May 2 | CV LAD | Cash Vault Deposit | | | 875.00 |
| May 2 | Electronic Deposit | From | | | 2,376.25 |
| May 2 | Electronic Deposit | From | | | 4,359.00 |
| May 3 | Electronic Deposit | From | | | 20,045.25 |
| May 4 | CV LAD | Cash Vault Deposit | | | 433.75 |
| May 4 | Electronic Deposit | From | | | 1,400.25 |
| May 4 | CV LAD | Cash Vault Deposit | | | 1,873.17 |
| May 4 | CV LAD | Cash Vault Deposit | | | 4,006.95 |
| May 4 | CV LAD | Cash Vault Deposit | | | 4,439.00 |
| May 5 | Electronic Deposit | From | | | 1,614.00 |
| May 6 | Electronic Deposit | From | | | 1,825.25 |

## BALANCE YOUR ACCOUNT

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

## IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS

### In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

## IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

## CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE

### *What To Do If You Think You Find A Mistake on Your Statement*

If you think there is an error on your statement, write to us at:
U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:

- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

## REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

## CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

Member FDIC

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| May 9 | CV LAD | Cash Vault Deposit | | 589.50 |
| May 9 | CV LAD | Cash Vault Deposit | | 612.50 |
| May 9 | CV LAD | Cash Vault Deposit | | 848.50 |
| May 9 | Electronic Deposit | From | | 1,442.50 |
| May 9 | Electronic Deposit | From | | 11,833.00 |
| May 10 | Electronic Deposit | From | | 6,479.50 |
| May 11 | CV LAD | Cash Vault Deposit | | 810.00 |
| May 11 | Electronic Deposit | From | | 1,700.25 |
| May 11 | CV LAD | Cash Vault Deposit | | 2,003.00 |
| May 11 | CV LAD | Cash Vault Deposit | | 3,382.00 |
| May 11 | CV LAD | Cash Vault Deposit | | 3,721.25 |
| May 12 | Electronic Deposit | From | | 1,204.50 |
| May 13 | Electronic Deposit | From | | 1,721.25 |
| May 16 | CV LAD | Cash Vault Deposit | | 445.50 |
| May 16 | CV LAD | Cash Vault Deposit | | 621.00 |
| May 16 | CV LAD | Cash Vault Deposit | | 761.75 |
| May 16 | Electronic Deposit | From | | 2,861.50 |
| May 16 | Electronic Deposit | From | | 14,570.50 |
| May 17 | Electronic Deposit | From | | 8,793.00 |
| May 18 | CV LAD | Cash Vault Deposit | | 690.00 |
| May 18 | CV LAD | Cash Vault Deposit | | 1,309.00 |
| May 18 | Electronic Deposit | From | | 1,586.25 |
| May 18 | CV LAD | Cash Vault Deposit | | 3,521.25 |
| May 18 | CV LAD | Cash Vault Deposit | | 5,530.50 |
| May 19 | Electronic Deposit | From | | 2,355.25 |
| May 20 | Electronic Deposit | From | | 1,624.09 |
| May 23 | CV LAD 00668381329393 | Cash Vault Deposit | | 682.00 |
| May 23 | CV LAD | Cash Vault Deposit | | 832.00 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| May 23 | CV LAD | Cash Vault Deposit | | 959.00 |
| May 23 | Electronic Deposit | From | | 1,679.50 |
| May 23 | Electronic Deposit | From | | 15,577.75 |
| May 24 | | From | | 10,285.00 |
| May 25 | CV LAD | Cash Vault Deposit | | 708.25 |
| May 25 | CV LAD | Cash Vault Deposit | | 1,984.00 |
| May 25 | Electronic Deposit | From | | 2,318.75 |
| May 25 | CV LAD | Cash Vault Deposit | | 2,962.25 |
| May 25 | CV LAD | Cash Vault Deposit | | 4,405.00 |
| May 26 | Electronic Deposit | From | | 2,088.00 |
| May 27 | Electronic Deposit | From | | 2,318.00 |
| May 31 | CV LAD | Cash Vault Deposit | | 801.50 |
| May 31 | CV LAD | Cash Vault Deposit | | 824.50 |
| May 31 | CV LAD | Cash Vault Deposit | | 1,217.00 |
| May 31 | Electronic Deposit | From | | 2,365.25 |
| May 31 | Electronic Deposit | From | | 11,378.00 |
| May 31 | Electronic Deposit | From | | 17,701.75 |
| | | | **Total Other Deposits** | **$ 206,588.46** |

### Other Withdrawals

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| May 2 | Electronic Withdrawal | To | | $ 4,141.30- |
| May 5 | Internet Banking Transfer | To | | 20,000.00- |
| May 9 | Electronic Withdrawal | To SBA LOAN | | 10,000.00- |
| May 9 | Internet Banking Payment | To Credit Card | | 12,185.70- |
| May 10 | Electronic Withdrawal | To ATT | | 68.50- |
| May 10 | Electronic Withdrawal | To Helix Leisure US | | 435.49- |
| May 11 | Electronic Withdrawal | To ANTHEM BLUE I01O | | 2,653.44- |
| May 12 | Electronic Withdrawal | To LADWP | | 1,371.16- |
| May 13 | Analysis Service Charge | | | 207.20- |
| May 17 | Express Bill Payment | Overnight Fee | | 14.95- |
| May 18 | Internet Banking Payment | To Credit Card | | 10,000.00- |
| May 20 | | To BANDAI NAMCO | | 300.00- |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Withdrawals (continued)

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| May 24 | Internet Banking Transfer | To Account | | 21,000.00- |
| | | | **Total Other Withdrawals** | **$ 82,377.74-** |

### Checks Presented Conventionally

| Check | Date | Ref Number | Amount | Check | Date | Ref Number | Amount |
|---|---|---|---|---|---|---|---|
| | May 23 | | 285.00 | | May 16 | | 3,900.00 |
| | May 27 | | 22,589.39 | | May 19 | | 112,808.48 |
| | May 9 | | 300.00 | | May 23 | | 2,998.18 |
| | May 9 | | 169.00 | | May 24 | | 256.31 |
| | May 9 | | 1,938.49 | | May 27 | | 11,294.70 |
| | May 24 | | 14,238.90 | | May 23 | | 1,338.69 |

* Gap in check sequence

**Conventional Checks Paid (12) $ 172,117.14-**

### Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| May 2 | 217,969.62 | May 11 | 240,818.62 | May 20 | 166,001.28 |
| May 3 | 238,014.87 | May 12 | 240,651.96 | May 23 | 181,394.66 |
| May 4 | 251,267.99 | May 13 | 242,166.01 | May 24 | 156,184.45 |
| May 5 | 232,881.99 | May 16 | 257,526.26 | May 25 | 172,522.70 |
| May 6 | 234,707.24 | May 17 | 266,304.31 | May 26 | 174,610.70 |
| May 9 | 225,440.05 | May 18 | 268,941.31 | May 27 | 143,044.61 |
| May 10 | 231,415.56 | May 19 | 164,677.19 | May 31 | 187,883.44 |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: April 2022

| | | |
|---|---|---|
| Account Number: | $ | 207.20 |
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 207.20 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 25 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 85 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| **ACH Services** | | | |
| ACH Received Addenda Item | 1 | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | 716 | 0.20000 | 143.20 |

## ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

### Service Activity Detail for Account Number (continued)

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| Cash Vault Deposit-Extended | 32 | 2.00000 | 64.00 |
| Subtotal: CVS Coin/Currency | | | 207.20 |
| Fee Based Service Charges for Account Number | | | $ 207.20 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 19 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

7244 TRN S Y ST01

# Business Statement

Account Number:

Statement Period:
Jun 1, 2022
through
Jun 30, 2022



BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

***To Contact U.S. Bank***

***24-Hour Business Solutions:*** *1-800-673-3555*

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Scan here with your phone's camera to download the U.S. Bank Mobile App.

## U.S. BANK GOLD - BUSINESS CHECKING

***Member FDIC***

U.S. Bank National Association

**Account Number**

### Account Summary

| | # Items | | |
|---|---|---|---|
| Beginning Balance on Jun 1 | | $ | 187,883.44 |
| Customer Deposits | | | 7,380.00 |
| Other Deposits | | | 244,489.67 |
| Other Withdrawals | | | 93,897.53- |
| Checks Paid | | | 106,264.58- |
| **Ending Balance on Jun 30, 2022** | | **$** | **239,591.00** |

Number of Days in Statement Period 30

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* | *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Jun 1 | | 1,260.00 | | Jun 16 | | 2,100.00 |
| | Jun 9 | | 660.00 | | Jun 22 | | 900.00 |
| | Jun 10 | | 660.00 | | Jun 29 | | 1,800.00 |

**Total Customer Deposits** **$ 7,380.00**

### Other Deposits

| *Date* | *Description of Transaction* | | *Ref Number* | | *Amount* |
|---|---|---|---|---|---|
| Jun 1 | CV LAD | Cash Vault Deposit | | $ | 2,474.25 |
| Jun 1 | CV LAD | Cash Vault Deposit | | | 2,803.75 |
| Jun 1 | CV LAD | Cash Vault Deposit | | | 4,363.50 |
| Jun 1 | CV LAD | Cash Vault Deposit | | | 4,548.00 |
| Jun 1 | Electronic Deposit | From | | | 9,810.25 |
| Jun 2 | Electronic Deposit | From | | | 2,579.25 |
| Jun 3 | Electronic Deposit | From | | | 1,685.66 |
| Jun 6 | CV LAD | Cash Vault Deposit | | | 824.75 |

**BALANCE YOUR ACCOUNT**
To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

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- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

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**CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE**
***What To Do If You Think You Find A Mistake on Your Statement***
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U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:
- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

**REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES**
We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**CONSUMER REPORT DISPUTES**
We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

Member FDIC

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Jun 6 | CV LAD | Cash Vault Deposit | | 913.00 |
| Jun 6 | CV LAD | Cash Vault Deposit | | 1,816.75 |
| Jun 6 | Electronic Deposit | From - | | 2,599.00 |
| Jun 6 | Electronic Deposit | From - | | 14,949.16 |
| Jun 7 | Electronic Deposit | From - | | 8,800.45 |
| Jun 8 | CV LAD | Cash Vault Deposit | | 1,064.00 |
| Jun 8 | CV LAD | Cash Vault Deposit | | 1,723.00 |
| Jun 8 | Electronic Deposit | From | | 2,269.50 |
| Jun 8 | CV LAD | Cash Vault Deposit | | 4,631.75 |
| Jun 8 | CV LAD | Cash Vault Deposit | | 4,767.50 |
| Jun 9 | Electronic Deposit | From | | 2,994.00 |
| Jun 10 | Electronic Deposit | From | | 3,506.00 |
| Jun 13 | CV LAD | Cash Vault Deposit | | 1,511.00 |
| Jun 13 | CV LAD | Cash Vault Deposit | | 1,916.50 |
| Jun 13 | CV LAD | Cash Vault Deposit | | 2,343.50 |
| Jun 13 | Electronic Deposit | From | | 5,592.75 |
| Jun 13 | Electronic Deposit | From | | 15,221.64 |
| Jun 14 | Electronic Deposit | From | | 7,206.09 |
| Jun 15 | CV LAD | Cash Vault Deposit | | 1,482.88 |
| Jun 15 | CV LAD | Cash Vault Deposit | | 1,982.00 |
| Jun 15 | CV LAD | Cash Vault Deposit | | 3,000.75 |
| Jun 15 | CV LAD | Cash Vault Deposit | | 3,179.50 |
| Jun 15 | Electronic Deposit | From | | 5,179.00 |
| Jun 16 | Electronic Deposit | From | | 4,198.25 |
| Jun 17 | Electronic Deposit | From | | 4,444.94 |
| Jun 21 | CV LAD | Cash Vault Deposit | | 1,725.75 |
| Jun 21 | CV LAD | Cash Vault Deposit | | 1,897.50 |
| Jun 21 | CV LAD | Cash Vault Deposit | | 3,446.86 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Jun 21 | Electronic Deposit | From | | 4,689.74 |
| Jun 21 | Electronic Deposit | From | | 8,902.25 |
| Jun 21 | | From | | 16,232.25 |
| Jun 22 | CV LAD | Cash Vault Deposit | | 1,984.75 |
| Jun 22 | CV LAD | Cash Vault Deposit | | 2,189.00 |
| Jun 22 | CV LAD | Cash Vault Deposit | | 2,257.75 |
| Jun 22 | CV LAD | Cash Vault Deposit | | 4,226.75 |
| Jun 22 | Electronic Deposit | From | | 4,335.50 |
| Jun 23 | Electronic Deposit | From | | 2,572.00 |
| Jun 24 | Electronic Deposit | From | | 3,886.75 |
| Jun 27 | Electronic Deposit | From | | 3,723.75 |
| Jun 27 | Electronic Deposit | From | | 15,983.00 |
| Jun 28 | Electronic Deposit | From | | 7,774.50 |
| Jun 29 | CV LAD | Cash Vault Deposit | | 1,521.75 |
| Jun 29 | CV LAD | Cash Vault Deposit | | 1,543.75 |
| Jun 29 | CV LAD | Cash Vault Deposit | | 2,167.00 |
| Jun 29 | CV LAD | Cash Vault Deposit | | 2,409.25 |
| Jun 29 | Electronic Deposit | From | | 2,619.75 |
| Jun 29 | CV LAD | Cash Vault Deposit | | 2,676.50 |
| Jun 29 | CV LAD | Cash Vault Deposit | | 2,725.25 |
| Jun 29 | CV LAD | Cash Vault Deposit | | 4,075.00 |
| Jun 30 | Electronic Deposit | From | | 2,541.00 |
| | | | **Total Other Deposits** | **$ 244,489.67** |

### Other Withdrawals

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Jun 2 | Electronic Withdrawal | To | | $ 3,883.60- |
| Jun 3 | Internet Banking Payment | To Credit Card | | 14,417.14- |
| Jun 3 | Internet Banking Transfer | To Account | | 20,000.00- |
| Jun 8 | Electronic Withdrawal | To Helix Leisure US | | 435.49- |
| Jun 9 | Electronic Withdrawal | To ATT | | 68.50- |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Withdrawals (continued)

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Jun 9 | Electronic Withdrawal | To SBA LOAN | | 10,000.00- |
| Jun 10 | Reversed Deposit | | | 660.00- |
| Jun 10 | Electronic Withdrawal | To LADWP | | 1,279.58- |
| Jun 13 | Electronic Withdrawal | To ANTHEM BLUE I01O | | 2,653.44- |
| Jun 13 | Internet Banking Transfer | To Account | | 5,000.00- |
| Jun 14 | Analysis Service Charge | | | 178.00- |
| Jun 21 | Electronic Withdrawal | To BANDAI NAMCO | | 300.00- |
| Jun 21 | Internet Banking Transfer | To Account | | 20,000.00- |
| Jun 24 | Internet Banking Payment | To Credit Card **********02 | | 14,909.42- |
| Jun 27 | Electronic Withdrawal | To U.S. CELLULAR | | 112.36- |

**Total Other Withdrawals** **$ 93,897.53-**

### Checks Presented Conventionally

| Check | Date | Ref Number | Amount | Check | Date | Ref Number | Amount |
|---|---|---|---|---|---|---|---|
| | Jun 21 | | 11,294.70 | | Jun 22 | | 1,856.51 |
| | Jun 3 | | 76.65 | | Jun 23 | | 92,053.84 |
| | Jun 14 | | 300.00 | | Jun 16 | | 70.00 |
| | Jun 10 | | 240.00 | | Jun 23 | | 260.38 |
| | Jun 14 | | 112.50 | | | | |

* Gap in check sequence

**Conventional Checks Paid (9)** **$ 106,264.58-**

### Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| Jun 1 | 213,143.19 | Jun 10 | 218,526.00 | Jun 22 | 288,907.75 |
| Jun 2 | 211,838.84 | Jun 13 | 237,457.95 | Jun 23 | 199,165.53 |
| Jun 3 | 179,030.71 | Jun 14 | 244,073.54 | Jun 24 | 188,142.86 |
| Jun 6 | 200,133.37 | Jun 15 | 258,897.67 | Jun 27 | 207,737.25 |
| Jun 7 | 208,933.82 | Jun 16 | 265,125.92 | Jun 28 | 215,511.75 |
| Jun 8 | 222,954.08 | Jun 17 | 269,570.86 | Jun 29 | 237,050.00 |
| Jun 9 | 216,539.58 | Jun 21 | 274,870.51 | Jun 30 | 239,591.00 |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: May 2022

| | | |
|---|---|---|
| Account Number: | $ | 178.00 |
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 178.00 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 27 | | No Charge |

## ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

### Service Activity Detail for Account Number (continued)

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| **ACH Services** | | | |
| ACH Received Addenda Item | | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | | 0.20000 | 110.00 |
| Cash Vault Deposit-Extended | | 2.00000 | 68.00 |
| Subtotal: CVS Coin/Currency | | | 178.00 |
| Fee Based Service Charges for Account Number | | | $ 178.00 |

### Service Activity Detail for Account Number 1-575-1371-9060

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 15 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

7244 TRN S Y ST01

**Business Statement**
Account Number:

Statement Period:
Jul 1, 2022
through
Jul 31, 2022



000076012 01 SP 000638269600061 E
BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

***To Contact U.S. Bank***

***24-Hour Business Solutions:*** *1-800-673-3555*

***U.S. Bank accepts Relay Calls***

***Internet:*** *usbank.com*

## NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.

## U.S. BANK GOLD - BUSINESS CHECKING

***Member FDIC***

U.S. Bank National Association

**Account Number**

### Account Summary

| | # Items | | |
|---|---|---|---|
| Beginning Balance on Jul 1 | | $ | 239,591.00 |
| Customer Deposits | 6 | | 26,060.00 |
| Other Deposits | 53 | | 226,047.14 |
| Other Withdrawals | 16 | | 133,016.25- |
| Checks Paid | 12 | | 150,476.08- |
| **Ending Balance on Jul 31, 2022** | | **$** | **208,205.81** |

Number of Days in Statement Period 31

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* | *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Jul 6 | | 1,400.00 | | Jul 26 | | 1,500.00 |
| | Jul 13 | | 1,160.00 | | Jul 26 | | 19,500.00 |
| | Jul 20 | | 1,220.00 | | Jul 27 | | 1,280.00 |

**Total Customer Deposits** **$ 26,060.00**

### Other Deposits

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Jul 1 | Electronic Deposit | From - DEP | | $ 5,215.25 |
| Jul 5 | CV LAD | Cash Vault Deposit | | 1,574.50 |
| Jul 5 | CV LAD | Cash Vault Deposit | | 1,817.25 |
| Jul 5 | CV LAD | Cash Vault Deposit | | 1,860.25 |
| Jul 5 | Electronic Deposit | From | | 6,120.25 |
| Jul 5 | Electronic Deposit | From | | 8,107.50 |
| Jul 5 | Electronic Deposit | From | | 13,115.86 |
| Jul 6 | CV LAD | Cash Vault Deposit | | 1,241.00 |

## BALANCE YOUR ACCOUNT

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

## IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS

### In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

## IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

## CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE

### *What To Do If You Think You Find A Mistake on Your Statement*

If you think there is an error on your statement, write to us at:
U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:

- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

## REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

## CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

Member FDIC

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Jul 6 | CV LAD | Cash Vault Deposit | | 2,057.64 |
| Jul 6 | Electronic Deposit | From | | 2,669.50 |
| Jul 6 | CV LAD | Cash Vault Deposit | | 2,765.50 |
| Jul 6 | CV LAD | Cash Vault Deposit | | 3,120.25 |
| Jul 7 | Electronic Deposit | From | | 2,708.50 |
| Jul 8 | | From | | 4,856.50 |
| Jul 11 | CV LAD | Cash Vault Deposit | | 1,484.50 |
| Jul 11 | CV LAD | Cash Vault Deposit | | 2,217.50 |
| Jul 11 | CV LAD | Cash Vault Deposit | | 2,542.25 |
| Jul 11 | Electronic Deposit | From | | 3,749.75 |
| Jul 11 | Electronic Deposit | From | | 13,836.69 |
| Jul 12 | Electronic Deposit | From | | 7,624.50 |
| Jul 13 | CV LAD | Cash Vault Deposit | | 1,603.75 |
| Jul 13 | CV LAD | Cash Vault Deposit | | 2,312.50 |
| Jul 13 | CV LAD | Cash Vault Deposit | | 2,832.25 |
| Jul 13 | CV LAD | Cash Vault Deposit | | 4,015.26 |
| Jul 13 | Electronic Deposit | From | | 4,050.00 |
| Jul 14 | Electronic Deposit | From | | 4,361.50 |
| Jul 15 | Electronic Deposit | From BANKCARD- | | 3,277.75 |
| Jul 18 | CV LAD | Cash Vault Deposit | | 1,937.25 |
| Jul 18 | CV LAD | Cash Vault Deposit | | 2,072.75 |
| Jul 18 | CV LAD | Cash Vault Deposit | | 3,654.20 |
| Jul 18 | Electronic Deposit | From | | 4,047.50 |
| Jul 18 | Electronic Deposit | From | | 15,685.76 |
| Jul 19 | | From | | 8,408.00 |
| Jul 20 | CV LAD | Cash Vault Deposit | | 1,204.50 |
| Jul 20 | CV LAD | Cash Vault Deposit | | 2,627.75 |
| Jul 20 | Electronic Deposit | From | | 2,866.25 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Jul 20 | CV LAD | Cash Vault Deposit | | 3,108.25 |
| Jul 20 | CV LAD | Cash Vault Deposit | | 3,821.00 |
| Jul 21 | Electronic Deposit | From | | 3,751.25 |
| Jul 22 | Electronic Deposit | From | | 3,478.50 |
| Jul 25 | CV LAD | Cash Vault Deposit | | 956.75 |
| Jul 25 | CV LAD C | Cash Vault Deposit | | 1,272.25 |
| Jul 25 | CV LAD 0066 | Cash Vault Deposit | | 2,210.50 |
| Jul 25 | Electronic Deposit | From | | 4,280.50 |
| Jul 25 | Electronic Deposit | From | | 17,932.75 |
| Jul 26 | Electronic Deposit | From | | 9,302.05 |
| Jul 27 | CV LAD | Cash Vault Deposit | | 1,672.50 |
| Jul 27 | CV LAD | Cash Vault Deposit | | 2,559.95 |
| Jul 27 | Electronic Deposit | From | | 3,232.75 |
| Jul 27 | CV LAD | Cash Vault Deposit | | 3,636.75 |
| Jul 27 | CV LAD | Cash Vault Deposit | | 4,031.95 |
| Jul 28 | Electronic Deposit | From | | 3,470.03 |
| Jul 29 | Electronic Deposit | From | | 3,687.50 |
| | | **Total Other Deposits** | | **$ 226,047.14** |

### Other Withdrawals

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Jul 5 | Electronic Withdrawal | To | | $ 4,073.66- |
| Jul 5 | Internet Banking Transfer | To Account 1 | | 40,000.00- |
| Jul 6 | Internet Banking Payment | To Credit Card | | 9,058.29- |
| Jul 8 | Electronic Withdrawal | To | | 435.49- |
| Jul 11 | Electronic Withdrawal | To ANTHEM BLUE I01O | | 2,653.44- |
| Jul 11 | Electronic Withdrawal | To SBA LOAN | | 10,000.00- |
| Jul 12 | Electronic Withdrawal | To ATT | | 68.50- |
| Jul 13 | Electronic Withdrawal | To LADWP | | 1,624.46- |
| Jul 14 | Internet Banking Transfer | To Account | | 23,000.00- |
| Jul 15 | Analysis Service Charge | | | 237.80- |
| Jul 18 | Internet Banking Payment | To Credit Card | | 11,076.57- |
| Jul 19 | Internet Banking Transfer | To Account | | 5,000.00- |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Withdrawals (continued)

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Jul 25 | Electronic Withdrawal | To BANDAI NAMCO | | 300.00- |
| Jul 26 | Internet Banking Transfer | To Account | | 23,000.00- |
| Jul 27 | Electronic Withdrawal | To U.S. CELLULAR | | 157.04- |
| Jul 29 | | To CA DEPT TAX FEE | | 2,331.00- |

**Total Other Withdrawals** **$ 133,016.25-**

### Checks Presented Conventionally

| Check | Date | Ref Number | Amount | Check | Date | Ref Number | Amount |
|---|---|---|---|---|---|---|---|
| | Jul 7 | | 4,907.88 | | Jul 18 | | 300.00 |
| | Jul 8 | | 1,190.17 | | Jul 18 | | 450.00 |
| | Jul 7 | | 34,001.10 | | Jul 12 | | 1,581.80 |
| | Jul 11 | | 190.00 | | Jul 28 | | 104,563.23 |
| | Jul 12 | | 1,126.10 | | Jul 28 | | 458.80 |
| | Jul 15 | | 300.00 | | Jul 28 | | 1,407.00 |

* Gap in check sequence

**Conventional Checks Paid (12)** **$ 150,476.08-**

### Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| Jul 1 | 244,806.25 | Jul 13 | 234,738.81 | Jul 22 | 259,896.65 |
| Jul 5 | 233,328.20 | Jul 14 | 216,100.31 | Jul 25 | 286,249.40 |
| Jul 6 | 237,523.80 | Jul 15 | 218,840.26 | Jul 26 | 293,551.45 |
| Jul 7 | 201,323.32 | Jul 18 | 234,411.15 | Jul 27 | 309,808.31 |
| Jul 8 | 204,554.16 | Jul 19 | 237,819.15 | Jul 28 | 206,849.31 |
| Jul 11 | 215,541.41 | Jul 20 | 252,666.90 | Jul 29 | 208,205.81 |
| Jul 12 | 220,389.51 | Jul 21 | 256,418.15 | | |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: June 2022

| | | |
|---|---|---|
| Account Number: | $ | 237.80 |
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 237.80 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 33 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 85 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |

## ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

**Service Activity Detail for Account Number (continued)**

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **ACH Services** | | | |
| ACH Received Addenda Item | 1 | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | 819 | 0.20000 | 163.80 |
| Cash Vault Deposit-Extended | 37 | 2.00000 | 74.00 |
| Subtotal: CVS Coin/Currency | | | 237.80 |
| Fee Based Service Charges for Account Number | | | $ 237.80 |

**Service Activity Detail for Account Number**

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 11 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

7244 TRN S Y ST01

**Business Statement**
Account Number:

Statement Period:
Aug 1, 2022
through
Aug 31, 2022



000141911 01 SP 000638301758434 E
BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

***To Contact U.S. Bank***

***24-Hour Business Solutions:*** *1-800-673-3555*

***U.S. Bank accepts Relay Calls***

***Internet:*** *usbank.com*

## U.S. BANK GOLD - BUSINESS CHECKING

***Member FDIC***

U.S. Bank National Association

**Account Number**

### Account Summary

| | # Items | | |
|---|---|---|---|
| Beginning Balance on Aug 1 | | $ 208,205.81 | Number of Days in Statement Period 31 |
| Customer Deposits | 16 | 51,719.48 | |
| Other Deposits | 62 | 268,369.54 | |
| Card Withdrawals | 2 | 838.86- | |
| Other Withdrawals | 16 | 103,524.97- | |
| Checks Paid | 20 | 232,298.34- | |
| **Ending Balance on Aug 31, 2022** | | **$ 191,632.66** | |

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* | *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Aug 1 | | 1,537.00 | | Aug 5 | | 3,466.50 |
| | Aug 1 | | 1,817.50 | | Aug 10 | | 500.00 |
| | Aug 1 | | 3,775.50 | | Aug 17 | | 260.00 |
| | Aug 1 | | 6,000.00 | | Aug 24 | | 1,320.00 |
| | Aug 3 | | 3,166.50 | | Aug 29 | | 10,979.09 |
| | Aug 4 | | 560.00 | | Aug 29 | | 11,349.39 |
| | Aug 5 | | 1,931.75 | | Aug 31 | | 1,000.00 |
| | Aug 5 | | 2,556.25 | | Aug 31 | | 1,500.00 |

**Total Customer Deposits $ 51,719.48**

### Other Deposits

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Aug 1 | Mobile Check Deposit | | | $ 0.01 |
| Aug 1 | Electronic Deposit | From | | 3,939.75 |
| Aug 1 | Electronic Deposit | From | | 17,508.75 |
| Aug 2 | Electronic Deposit | From | | 10,083.50 |
| Aug 3 | Cash Rewards Redemption | | | 800.00 |
| Aug 3 | CV LAD | Cash Vault Deposit | | 2,148.75 |
| Aug 3 | CV LAD | Cash Vault Deposit | | 2,376.25 |
| Aug 3 | CV LAD | Cash Vault Deposit | | 3,990.00 |
| Aug 3 | Electronic Deposit | From | | 4,126.25 |
| Aug 3 | CV LAD | Cash Vault Deposit | | 4,424.50 |
| Aug 4 | Electronic Deposit | From | | 5,007.00 |
| Aug 5 | Electronic Deposit | From | | 4,997.50 |
| Aug 8 | CV LAD | Cash Vault Deposit | | 1,983.75 |

usbank

**BALANCE YOUR ACCOUNT**
To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

**IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS**
**In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers**
If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.
- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.
*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

**IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS**
Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

**CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE**
***What To Do If You Think You Find A Mistake on Your Statement***
If you think there is an error on your statement, write to us at:
U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:
- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

**REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES**
We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**CONSUMER REPORT DISPUTES**
We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

Member FDIC

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Aug 8 | CV LAD | Cash Vault Deposit | | 2,161.75 |
| Aug 8 | CV LAD | Cash Vault Deposit | | 2,329.75 |
| Aug 8 | Electronic Deposit R | From | | 4,399.25 |
| Aug 8 | Electronic Deposit | From | | 17,161.75 |
| Aug 9 | Electronic Deposit | From | | 7,115.50 |
| Aug 10 | CV LAD | Cash Vault Deposit | | 1,540.00 |
| Aug 10 | CV LAD | Cash Vault Deposit | | 2,550.50 |
| Aug 10 | CV LAD | Cash Vault Deposit | | 2,800.00 |
| Aug 10 | Electronic Deposit | From | | 3,239.00 |
| Aug 10 | CV LAD | Cash Vault Deposit | | 3,410.50 |
| Aug 11 | Electronic Deposit | From | | 5,046.75 |
| Aug 12 | Electronic Deposit | From | | 4,341.13 |
| Aug 15 | CV LAD | Cash Vault Deposit | | 1,623.00 |
| Aug 15 | CV LAD | Cash Vault Deposit | | 1,923.00 |
| Aug 15 | CV LAD | Cash Vault Deposit | | 2,358.62 |
| Aug 15 | Electronic Deposit | From | | 4,067.00 |
| Aug 15 | Electronic Deposit | From | | 15,291.00 |
| Aug 16 | Electronic Deposit | From | | 7,844.00 |
| Aug 17 | CV LAD | Cash Vault Deposit | | 1,580.25 |
| Aug 17 | CV LAD | Cash Vault Deposit | | 2,197.25 |
| Aug 17 | CV LAD | Cash Vault Deposit | | 2,559.75 |
| Aug 17 | Electronic Deposit | From | | 4,214.50 |
| Aug 17 | CV LAD | Cash Vault Deposit | | 4,743.50 |
| Aug 18 | Electronic Deposit | From | | 3,433.75 |
| Aug 19 | Electronic Deposit | From | | 3,572.75 |
| Aug 22 | CV LAD | Cash Vault Deposit | | 912.00 |
| Aug 22 | CV LAD | Cash Vault Deposit | | 1,146.50 |
| Aug 22 | CV LAD | Cash Vault Deposit | | 1,649.61 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Aug 22 | Electronic Deposit | From | | 4,453.00 |
| Aug 22 | Electronic | From - | | 14,388.00 |
| Aug 23 | Electronic Deposit | From - | | 8,987.23 |
| Aug 24 | CV LAD | Cash Vault Deposit | | 1,626.25 |
| Aug 24 | CV LAD | Cash Vault Deposit | | 2,573.25 |
| Aug 24 | Electronic Deposit | From | | 3,319.25 |
| Aug 24 | CV LAD | Cash Vault Deposit | | 3,474.00 |
| Aug 24 | CV LAD | Cash Vault Deposit | | 3,790.25 |
| Aug 25 | Electronic Deposit | From | | 4,091.25 |
| Aug 26 | Electronic Deposit | From | | 2,823.25 |
| Aug 29 | CV LAD | Cash Vault Deposit | | 562.25 |
| Aug 29 | CV LAD 006684035 | Cash Vault Deposit | | 897.50 |
| Aug 29 | CV LAD | Cash Vault Deposit | | 1,169.00 |
| Aug 29 | Electronic Deposit | From | | 3,197.75 |
| Aug 29 | Electronic Deposit | From BANKCAR | | 16,202.50 |
| Aug 30 | Electronic Deposit | From | | 8,578.19 |
| Aug 31 | CV LAD | Cash Vault Deposit | | 1,231.00 |
| Aug 31 | Electronic Deposit | From | | 2,205.75 |
| Aug 31 | CV LAD | Cash Vault Deposit | | 2,211.00 |
| Aug 31 | CV LAD | Cash Vault Deposit | | 2,417.00 |
| Aug 31 | CV LAD | Cash Vault Deposit | | 3,573.50 |
| | | **Total Other Deposits** | | **$ 268,369.54** |

### Card Withdrawals

Card

| *Date* | *Description of Transaction* | *Ref Number* | *Amount* |
|---|---|---|---|
| Aug 10 | Debit Purchase | | $ 463.77- |
| Aug 17 | Debit Purchase | | 375.09- |
| | **Card 9422 Withdrawals Subtotal** | | **$ 838.86-** |
| | **Total Card Withdrawals** | | **$ 838.86-** |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Withdrawals

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Aug 2 | Electronic Withdrawal | To | | $ 4,416.35- |
| Aug 3 | Internet Banking Payment | To Credit Card | | 5,000.00- |
| Aug 3 | Internet Banking Payment | To Credit Card | | 11,305.02- |
| Aug 4 | Electronic Withdrawal | To Employers Insura | | 3,435.00- |
| Aug 9 | Electronic Withdrawal | To ATT | | 68.50- |
| Aug 9 | Electronic Withdrawal | To Helix Leisure US | | 435.49- |
| Aug 9 | Electronic Withdrawal | To SBA LOAN | | 10,000.00- |
| Aug 9 | Banking Transfer | To Account | | 26,000.00- |
| Aug 10 | Electronic Withdrawal | To LADWP | | 1,482.92- |
| Aug 11 | Electronic Withdrawal | To ANTHEM BLUE I01O | | 2,653.44- |
| Aug 12 | Analysis Service Charge | | | 184.60- |
| Aug 17 | Internet Banking Payment | To Credit Card | | 10,733.96- |
| Aug 24 | Electronic Withdrawal | To BANDAI NAMCO | | 300.00- |
| Aug 25 | Internet Banking Payment | To Credit Card | | 3,352.06- |
| Aug 25 | Internet Banking Transfer | To Account | | 24,000.00- |
| Aug 26 | Electronic Withdrawal | To U.S. CELLULAR | | 157.63- |
| | | | **Total Other Withdrawals** | **$ 103,524.97-** |

### Checks Presented Conventionally

| Check | Date | Ref Number | Amount | Check | Date | Ref Number | Amount |
|---|---|---|---|---|---|---|---|
| | Aug 1 | | 1,000.00 | | Aug 15 | | 775.00 |
| | Aug 4 | | 264.55 | | Aug 23 | | 500.00 |
| | Aug 3 | | 450.00 | | Aug 29 | | 300.00 |
| | Aug 9 | | 16,600.00 | | Aug 16 | | 116,260.52 |
| | Aug 3 | | 12,500.00 | | Aug 31 | | 362.71 |
| 5586 | Aug 3 | | 12,500.00 | | Aug 31 | | 592.91 |
| | Aug 3 | | 25,000.00 | | Aug 16 | | 350.00 |
| | Aug 2 | | 16,700.00 | | Aug 29 | | 7,978.56 |
| | Aug 2 | | 3,031.67 | | Aug 26 | | 262.42 |
| | Aug 9 | | 170.00 | | Aug 2 | | 16,700.00 |

* Gap in check sequence

**Conventional Checks Paid (20)** **$ 232,298.34-**

### Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| Aug 1 | 241,784.32 | Aug 11 | 176,480.86 | Aug 23 | 138,847.53 |
| Aug 2 | 211,019.80 | Aug 12 | 180,637.39 | Aug 24 | 154,650.53 |
| Aug 3 | 165,297.03 | Aug 15 | 205,125.01 | Aug 25 | 131,389.72 |
| Aug 4 | 167,164.48 | Aug 16 | 96,358.49 | Aug 26 | 133,792.92 |
| Aug 5 | 180,116.48 | Aug 17 | 100,804.69 | Aug 29 | 169,871.84 |
| Aug 8 | 208,152.73 | Aug 18 | 104,238.44 | Aug 30 | 178,450.03 |
| Aug 9 | 161,994.24 | Aug 19 | 107,811.19 | Aug 31 | 191,632.66 |
| Aug 10 | 174,087.55 | Aug 22 | 130,360.30 | | |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: July 2022

## ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

| | | |
|---|---|---|
| Account Number: | $ | 184.60 |
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 184.60 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 29 | | No Charge |
| Reject Checks Paid | 1 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 86 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| **ACH Services** | | | |
| ACH Received Addenda Item | 1 | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | 633 | 0.20000 | 126.60 |
| Cash Vault Deposit-Extended | 29 | 2.00000 | 58.00 |
| Subtotal: CVS Coin/Currency | | | 184.60 |
| Fee Based Service Charges for Account Number | | | $ 184.60 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 22 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

7244 TRN S Y ST01

**Business Statement**
Account Number:

Statement Period:
Sep 1, 2022
through
Sep 30, 2022



000580561 00 SP 106481565297526 E
BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

***To Contact U.S. Bank***

***24-Hour Business Solutions:*** *800-673-3555*

***U.S. Bank accepts Relay Calls***

***Internet:*** *usbank.com*

## NEWS FOR YOU

The new business apps page within online banking allows you to manage multiple aspects of your business in one place, securely. To access the business apps page, log into online banking using your business profile at usbank.com/mybusiness.

## INFORMATION YOU SHOULD KNOW

Effective November 14, 2022, the *Your Deposit Account Agreement* document will include update(s) and may affect your rights.

**Primary updates in your revised *Your Deposit Account Agreement* document for all accounts:**

- Updates to **Deposits** section, **Foreign Currency** sub section: Added language to include foreign currency notes and foreign currency note processing.
- Updates to **Insufficient Funds and Overdrafts** section, **Insufficient Funds** sub section, **Our Fees** sub section: Removed Extended Overdraft Fee language for consumer accounts.
- Updates to **Levies, Garnishments and Other Legal Process** section: Unnecessary and unutilized language removed for simplicity of the agreement.
- Updates to **Resolution of Disputes by Arbitration** section: Added language to include claims related to use of any digital services made available through our website, online banking platforms and mobile apps.

**Primary updates in your revised *Your Deposit Account Agreement* for business accounts:**

- Updates to **Electronic Banking Agreement for Business Customers** section:
  - **Limits on Transfers** section, **Security** sub section: Added money transfer for clarification on the transaction limit for sending money through a U.S. Bank Debit Card.
  - **Limits on Transfers** section, **Purchases at Merchants** sub section: Added money transfers using your card through a third party.

Beginning November 14, 2022, a copy of the *Your Deposit Account Agreement* document will be available online at **usbank.com**, by calling 800-673-3555 or at your local U.S. Bank branch.

If you have any questions, you can call us at 800-673-3555. Our business bankers are here to help 8 a.m. to 8 p.m. CT Monday through Friday and 8 a.m. to 6:30 p.m. CT on Saturday. We accept relay calls. Our bankers are also available to help at your local branch via appointment.

## U.S. BANK GOLD - BUSINESS CHECKING

***Member FDIC***

U.S. Bank National Association

**Account Number**

### Account Summary

| | # Items | | |
|---|---|---|---|
| Beginning Balance on Sep 1 | | $ | 191,632.66 |
| Customer Deposits | 5 | | 5,132.73 |
| Other Deposits | 54 | | 168,329.91 |
| Card Withdrawals | 1 | | 416.79- |
| Other Withdrawals | 13 | | 93,565.88- |
| Checks Paid | 11 | | 177,540.89- |
| **Ending Balance on Sep 30, 2022** | | **$** | **93,571.74** |

| | |
|---|---|
| Number of Days in Statement Period | 30 |

usbank

**BALANCE YOUR ACCOUNT**
To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

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**In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers**
If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.
- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.
*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

**IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS**
Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

**CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE**
***What To Do If You Think You Find A Mistake on Your Statement***
If you think there is an error on your statement, write to us at:
U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:
- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

**REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES**
We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**CONSUMER REPORT DISPUTES**
We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

Member FDIC

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* | *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Sep 7 | | 700.00 | | Sep 28 | | 1,100.00 |
| | Sep 8 | | 724.73 | | Sep 29 | | 2,068.00 |
| | Sep 14 | | 540.00 | | | | |

**Total Customer Deposits** **$ 5,132.73**

### Other Deposits

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Sep 1 | Electronic Deposit | From | | $ 1,847.50 |
| Sep 2 | Electronic Deposit | From | | 1,622.75 |
| Sep 6 | CV LAD | Cash Vault Deposit | | 390.00 |
| Sep 6 | CV LAD | Cash Vault Deposit | | 488.75 |
| Sep 6 | CV LAD | Cash Vault Deposit | | 586.75 |
| Sep 6 | Electronic Deposit | From | | 1,052.25 |
| Sep 6 | Electronic Deposit | From | | 4,292.00 |
| Sep 6 | Electronic Deposit | From | | 9,198.50 |
| Sep 7 | CV LAD | Cash Vault Deposit | | 1,599.00 |
| Sep 7 | CV LAD | Cash Vault Deposit | | 1,845.00 |
| Sep 7 | CV LAD | Cash Vault Deposit | | 2,734.75 |
| Sep 7 | CV LAD | Cash Vault Deposit | | 2,853.50 |
| Sep 7 | Electronic Deposit | From | | 4,288.50 |
| Sep 8 | | From | | 2,097.00 |
| Sep 9 | Electronic Deposit | From | | 1,316.50 |
| Sep 12 | CV LAD | Cash Vault Deposit | | 380.00 |
| Sep 12 | CV LAD | Cash Vault Deposit | | 494.00 |
| Sep 12 | CV LAD | Cash Vault Deposit | | 529.00 |
| Sep 12 | | From | | 1,205.75 |
| Sep 12 | Electronic Deposit | From | | 13,765.85 |
| Sep 13 | Electronic Deposit | From | | 7,428.00 |
| Sep 14 | CV LAD | Cash Vault Deposit | | 840.00 |
| Sep 14 | Electronic Deposit | From | | 1,309.00 |
| Sep 14 | CV LAD | Cash Vault Deposit | | 1,537.50 |
| Sep 14 | CV LAD | Cash Vault Deposit | | 3,261.75 |
| Sep 14 | CV LAD | Cash Vault Deposit | | 3,463.00 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Sep 15 | Electronic Deposit | From | | 1,148.00 |
| Sep 16 | Electronic Deposit REF= | From - | | 1,756.00 |
| Sep 19 | CV LAD | Cash Vault Deposit | | 690.50 |
| Sep 19 | CV LAD | Cash Vault Deposit | | 1,163.00 |
| Sep 19 | Electronic Deposit | From BANKCARD-1205 | | 1,725.25 |
| Sep 19 | Electronic Deposit REF= | From | | 14,088.25 |
| Sep 20 | CV LAD | Cash Vault Deposit | | 874.00 |
| Sep 20 | Electronic Deposit REF= | From | | 11,142.50 |
| Sep 21 | CV LAD Location/Ser | Cash Vault Deposit | | 598.00 |
| Sep 21 | Electronic Deposit REF= | From | | 1,163.00 |
| Sep 21 | CV LAD 0 Location/Ser | Cash Vault Deposit | | 1,486.00 |
| Sep 21 | CV LAD 00668406623171 Location/Ser#0000000001 | Cash Vault Deposit | | 3,820.00 |
| Sep 21 | CV LAD | Cash Vault Deposit | | 4,632.00 |
| Sep 22 | Electronic Deposit | From | | 1,834.56 |
| Sep 23 | Electronic Deposit | From | | 1,806.75 |
| Sep 26 | CV LAD | Cash Vault Deposit | | 644.50 |
| Sep 26 | CV LAD | Cash Vault Deposit | | 859.00 |
| Sep 26 | CV LAD | Cash Vault Deposit | | 1,435.25 |
| Sep 26 | Electronic Deposit | From | | 1,839.00 |
| Sep 26 | Electronic Deposit | From | | 16,290.48 |
| Sep 27 | Electronic Deposit | From | | 7,812.75 |
| Sep 28 | CV LAD | Cash Vault Deposit | | 2,008.25 |
| Sep 28 | CV LAD | Cash Vault Deposit | | 2,170.00 |
| Sep 28 | CV LAD | Cash Vault Deposit | | 3,126.75 |
| Sep 28 | CV LAD | Cash Vault Deposit | | 4,142.77 |
| Sep 28 | Electronic Deposit | From - | | 6,292.00 |
| Sep 29 | Electronic Deposit | From - | | 1,828.25 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Sep 30 | Electronic Deposit | From | | 1,526.50 |
| | | **Total Other Deposits** | | **$ 168,329.91** |

### Card Withdrawals

Card Number:

| Date | Description of Transaction | Ref Number | Amount |
|---|---|---|---|
| Sep 12 | Debit Purchase | | $ 416.79- |
| | **Card 9422 Withdrawals Subtotal** | | **$ 416.79-** |
| | **Total Card Withdrawals** | | **$ 416.79-** |

### Other Withdrawals

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Sep 1 | Internet Banking Payment | To Credit Card | | $ 17,703.80- |
| Sep 2 | | To | | 4,403.90- |
| Sep 9 | | To | | 10,000.00- |
| Sep 12 | Electronic Withdrawal REF= | To ATT | | 68.50- |
| Sep 12 | Electronic Withdrawal REF= | To LADWP | | 1,527.34- |
| Sep 12 | Electronic Withdrawal REF= | To ANTHEM BLUE I01O | | 2,653.44- |
| Sep 12 | Internet Banking Transfer | To Account | | 22,000.00- |
| Sep 13 | Electronic Withdrawal REF= | To ATT | | 53.50- |
| Sep 15 | Analysis Service Charge | | | 195.40- |
| Sep 20 | Electronic Withdrawal REF= | To BANDAI NAMCO | | 300.00- |
| Sep 26 | Electronic Withdrawal REF= | To U.S. CELLULAR | | 157.63- |
| Sep 26 | Internet Banking Payment | To Credit Card | | 14,502.37- |
| Sep 26 | Internet Banking Transfer | To Account | | 20,000.00- |
| | | **Total Other Withdrawals** | | **$ 93,565.88-** |

### Checks Presented Conventionally

| Check | Date | Ref Number | Amount | Check | Date | Ref Number | Amount |
|---|---|---|---|---|---|---|---|
| | Sep 6 | | 49,285.56 | | Sep 20 | | 1,406.23 |
| | Sep 6 | | 600.00 | | Sep 13 | | 525.00 |
| | Sep 2 | | 4,521.03 | | Sep 22 | | 101,640.20 |
| | Sep 6 | | 16,039.53 | | Sep 26 | | 259.36 |
| | Sep 20 | | 1,708.17 | | Sep 26 | | 1,485.81 |
| | Sep 15 | | 70.00 | | | | |

* Gap in check sequence

**Conventional Checks Paid (11)** **$ 177,540.89-**

### Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| Sep 1 | 175,776.36 | Sep 9 | 126,716.32 | Sep 16 | 136,864.20 |
| Sep 2 | 168,474.18 | Sep 12 | 116,424.85 | Sep 19 | 154,531.20 |
| Sep 6 | 118,557.34 | Sep 13 | 123,274.35 | Sep 20 | 163,133.30 |
| Sep 7 | 132,578.09 | Sep 14 | 134,225.60 | Sep 21 | 174,832.30 |
| Sep 8 | 135,399.82 | Sep 15 | 135,108.20 | Sep 22 | 75,026.66 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Balance Summary (continued)

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| Sep 23 | 76,833.41 | Sep 27 | 69,309.22 | Sep 29 | 92,045.24 |
| Sep 26 | 61,496.47 | Sep 28 | 88,148.99 | Sep 30 | 93,571.74 |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: August 2022

| | | |
|---|---|---|
| Account Number: | $ | 195.40 |
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 195.40 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 30 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 123 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| **ACH Services** | | | |
| ACH Received Addenda Item | 1 | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **Branch Coin/Currency Services** | | | |
| Cash Deposited-per $100 | 80 | | No Charge |
| Subtotal: Branch Coin/Currency Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | 657 | 0.20000 | 131.40 |
| Cash Vault Deposit-Extended | 32 | 2.00000 | 64.00 |
| Subtotal: CVS Coin/Currency | | | 195.40 |
| Fee Based Service Charges for Account Number | | | $ 195.40 |

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 12 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

7244 TRN S Y ST01

**Business Statement**
Account Number:

Statement Period:
Oct 3, 2022
through
Oct 31, 2022



000189418 00 SP 106481587024090 E
BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

***To Contact U.S. Bank***

***24-Hour Business Solutions:*** *800-673-3555*

***U.S. Bank accepts Relay Calls***

***Internet:*** *usbank.com*

## NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.

## INFORMATION YOU SHOULD KNOW

Effective November 14, 2022, the *Your Deposit Account Agreement* document will include update(s) and may affect your rights.

**Primary updates in your revised *Your Deposit Account Agreement* document for all accounts:**

- Updates to **Deposits** section, **Foreign Currency** sub section: Added language to include foreign currency notes and foreign currency note processing.
- Updates to **Insufficient Funds and Overdrafts** section, **Insufficient Funds** sub section, **Our Fees** sub section: Removed Extended Overdraft Fee language for consumer accounts.
- Updates to **Levies, Garnishments and Other Legal Process** section: Unnecessary and unutilized language removed for simplicity of the agreement.
- Updates to **Resolution of Disputes by Arbitration** section: Added language to include claims related to use of any digital services made available through our website, online banking platforms and mobile apps.

**Primary updates in your revised *Your Deposit Account Agreement* for business accounts:**

- Updates to **Electronic Banking Agreement for Business Customers** section:
  - **Limits on Transfers** section, **Security** sub section: Added money transfer for clarification on the transaction limit for sending money through a U.S. Bank Debit Card.
  - **Limits on Transfers** section, **Purchases at Merchants** sub section: Added money transfers using your card through a third party.

Beginning November 14, 2022, a copy of the *Your Deposit Account Agreement* document will be available online at **usbank.com**, by calling 800-673-3555 or at your local U.S. Bank branch.

If you have any questions, you can call us at 800-673-3555. Our business bankers are here to help 8 a.m. to 8 p.m. CT Monday through Friday and 8 a.m. to 6:30 p.m. CT on Saturday. We accept relay calls. Our bankers are also available to help at your local branch via appointment.

**BALANCE YOUR ACCOUNT**

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

**IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS**

**In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers**

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

**IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS**

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

**CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE**

***What To Do If You Think You Find A Mistake on Your Statement***

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- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
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- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

**REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**CONSUMER REPORT DISPUTES**

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

Member FDIC

## U.S. BANK GOLD - BUSINESS CHECKING

*Member FDIC*

U.S. Bank National Association

**Account Number**

### Account Summary

| | # Items | | |
|---|---|---|---|
| Beginning Balance on Oct 3 | | $ | 93,571.74 |
| Customer Deposits | 7 | | 7,136.10 |
| Other Deposits | 58 | | 190,520.68 |
| Card Withdrawals | 1 | | 549.22- |
| Other Withdrawals | 15 | | 104,826.07- |
| Checks Paid | 7 | | 3,941.38- |
| **Ending Balance on Oct 31, 2022** | | **$** | **181,911.85** |

Number of Days in Statement Period 31

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* | *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Oct 4 | | 581.10 | | Oct 19 | | 620.00 |
| | Oct 5 | | 1,860.00 | | Oct 19 | | 1,579.00 |
| | Oct 12 | | 940.00 | | Oct 26 | | 580.00 |
| | Oct 14 | | 976.00 | | | | |

**Total Customer Deposits $ 7,136.10**

### Other Deposits

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Oct 3 | CV LAD | Cash Vault Deposit | | $ 394.00 |
| Oct 3 | CV LAD | Cash Vault Deposit | | 963.00 |
| Oct 3 | CV LAD | Cash Vault Deposit | | 1,031.75 |
| Oct 3 | Electronic Deposit REF= | From | | 1,349.50 |
| Oct 3 | Electronic Deposit REF= | From | | 15,601.25 |
| Oct 4 | Electronic Deposit REF= | From | | 7,323.75 |
| Oct 5 | CV LAD Location/Ser# | Cash Vault Deposit | | 504.00 |
| Oct 5 | Electronic Deposit REF= | From | | 991.00 |
| Oct 5 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,303.00 |
| Oct 5 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,836.75 |
| Oct 5 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,632.00 |
| Oct 6 | Electronic Deposit REF= | From | | 2,894.25 |
| Oct 7 | Electronic Deposit REF= | From | | 7,283.50 |
| Oct 11 | Electronic Deposit REF= | From | | 25.00 |
| Oct 11 | CV LAD Location/Ser# | Cash Vault Deposit | | 702.00 |
| Oct 11 | CV LAD Location/Ser# | Cash Vault Deposit | | 880.50 |
| Oct 11 | Electronic Deposit REF= | From | | 2,004.50 |
| Oct 11 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,243.50 |
| Oct 11 | Electronic Deposit REF= | From | | 8,759.25 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Oct 11 | Electronic Deposit REF= | From | | 12,975.20 |
| Oct 12 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,020.50 |
| Oct 12 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,605.05 |
| Oct 12 | Electronic Deposit REF= | From - | | 2,701.00 |
| Oct 12 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,887.01 |
| Oct 12 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,775.14 |
| Oct 13 | Electronic Deposit REF= | From - | | 2,169.00 |
| Oct 14 | Electronic Deposit REF= | From - | | 3,005.50 |
| Oct 17 | CV LAD | Cash Vault Deposit | | 1,158.80 |
| Oct 17 | CV LAD | Cash Vault Deposit | | 1,190.75 |
| Oct 17 | CV LAD | Cash Vault Deposit | | 1,347.00 |
| Oct 17 | Electronic Deposit REF= | From - | | 2,654.50 |
| Oct 17 | Electronic Deposit REF= | From | | 13,199.25 |
| Oct 18 | Electronic Deposit REF= | From - | | 8,334.50 |
| Oct 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 296.00 |
| Oct 19 | Electronic Deposit REF= | From - | | 1,053.75 |
| Oct 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,261.00 |
| Oct 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,442.25 |
| Oct 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,142.75 |
| Oct 20 | Electronic Deposit REF= | From - | | 2,264.75 |
| Oct 21 | Electronic Deposit REF= | From - | | 1,843.00 |
| Oct 24 | CV LAD Location/ # | Cash Vault Deposit | | 555.00 |
| Oct 24 | CV LAD Location/Ser# | Cash Vault Deposit | | 896.00 |
| Oct 24 | CV LAD Location/Ser# | Cash Vault Deposit | | 970.00 |
| Oct 24 | Electronic Deposit REF= | From - | | 2,176.50 |
| Oct 24 | Electronic Deposit REF= | From - | | 13,657.25 |
| Oct 25 | Electronic Deposit REF= | From - | | 9,517.25 |
| Oct 26 | CV LAD Location/Ser# | Cash Vault Deposit | | 733.75 |
| Oct 26 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,700.50 |
| Oct 26 | Electronic Deposit REF= | From - | | 2,046.50 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Oct 26 | CV LAD | Cash Vault Deposit | | 3,787.75 |
| | # | | | |
| Oct 26 | CV LAD | Cash Vault Deposit | | 3,828.75 |
| | Location/Ser# | | | |
| Oct 27 | Electronic Deposit | From - | | 1,071.50 |
| | REF= | | | |
| Oct 28 | Electronic Deposit | From - | | 1,697.00 |
| | REF= | | | |
| Oct 31 | CV LAD | Cash Vault Deposit | | 311.00 |
| | Location/Ser# | | | |
| Oct 31 | CV LAD | Cash Vault Deposit | | 465.00 |
| | Location/Ser# | | | |
| Oct 31 | CV LAD | Cash Vault Deposit | | 785.00 |
| | Location/Ser# | | | |
| Oct 31 | Electronic Deposit | From - | | 1,410.75 |
| | REF= | | | |
| Oct 31 | Electronic Deposit | From - | | 10,861.98 |
| | REF= | | | |

**Total Other Deposits** **$ 190,520.68**

### Card Withdrawals

Card Number:

| *Date* | *Description of Transaction* | | *Ref Number* | | *Amount* |
|---|---|---|---|---|---|
| Oct 11 | Debit Purchase | # | | $ | 549.22- |

**Card 9422 Withdrawals Subtotal** **$ 549.22-**

**Total Card Withdrawals** **$ 549.22-**

### Other Withdrawals

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Oct 3 | Electronic Withdrawal | To | | $ 2,917.05- |
| | REF= | | | |
| Oct 11 | Electronic Withdrawal | To SBA LOAN | | 10,000.00- |
| | REF= | | | |
| Oct 11 | Internet Banking Transfer | To Account | | 18,000.00- |
| Oct 11 | Internet Banking Transfer | To Account | | 20,000.00- |
| Oct 12 | Electronic Withdrawal | To ATT | | 68.50- |
| | REF= | | | |
| Oct 12 | Electronic Withdrawal | To ANTHEM BLUE I01O | | 2,653.44- |
| | REF= | | | |
| Oct 13 | Electronic Withdrawal | To LADWP | | 1,662.93- |
| | REF= | | | |
| Oct 13 | Internet Banking Payment | To Credit Card | | 14,656.40- |
| Oct 14 | Electronic Withdrawal | To ATT | | 73.50- |
| | REF= | | | |
| Oct 17 | Analysis Service Charge | | | 191.00- |
| Oct 17 | Internet Banking Transfer | To Account | | 25,000.00- |
| Oct 18 | Electronic Withdrawal | To | | 300.00- |
| | REF= | | | |
| Oct 21 | Internet Banking Payment | To Credit Card | | 5,879.61- |
| Oct 27 | Electronic Withdrawal | To U.S. CELLULAR | | 218.64- |
| | REF= | | | |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number · · · ·**

### Other Withdrawals (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Oct 31 | Electronic Withdrawal REF= | To CA DEPT TAX FEE | | 3,205.00- |
| | | **Total Other Withdrawals** | | **$ 104,826.07-** |

### Checks Presented Conventionally

| *Check* | *Date* | *Ref Number* | *Amount* | *Check* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Oct 11 | | 450.00 | | Oct 21 | | 455.55 |
| | Oct 11 | | 793.89 | | Oct 26 | | 260.38 |
| | Oct 24 | | 70.00 | | Oct 31 | | 1,461.56 |
| | Oct 20 | | 450.00 | | | | |

* Gap in check sequence **Conventional Checks Paid (7)** **$ 3,941.38-**

### Balance Summary

| *Date* | *Ending Balance* | *Date* | *Ending Balance* | *Date* | *Ending Balance* |
|---|---|---|---|---|---|
| Oct 3 | 109,994.19 | Oct 13 | 116,056.81 | Oct 24 | 148,260.70 |
| Oct 4 | 117,899.04 | Oct 14 | 119,964.81 | Oct 25 | 157,777.95 |
| Oct 5 | 131,025.79 | Oct 17 | 114,324.11 | Oct 26 | 170,194.82 |
| Oct 6 | 133,920.04 | Oct 18 | 122,358.61 | Oct 27 | 171,047.68 |
| Oct 7 | 141,203.54 | Oct 19 | 132,753.36 | Oct 28 | 172,744.68 |
| Oct 11 | 119,000.38 | Oct 20 | 134,568.11 | Oct 31 | 181,911.85 |
| Oct 12 | 130,207.14 | Oct 21 | 130,075.95 | | |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: September 2022

| | | |
|---|---|---|
| Account Number: | $ | 191.00 |
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 191.00 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 26 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 84 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| **ACH Services** | | | |
| ACH Received Addenda Item | 1 | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | 595 | 0.20000 | 119.00 |
| Cash Vault Deposit-Extended | 36 | 2.00000 | 72.00 |

## ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

**Service Activity Detail for Account Number (continued)**

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| Subtotal: CVS Coin/Currency | | | 191.00 |
| Fee Based Service Charges for Account Number | | | $ 191.00 |

**Service Activity Detail for Account Number**

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 15 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |



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P.O. Box 1800
Saint Paul, Minnesota 55101-0800

7244 TRN S Y ST01

**Business Statement**
Account Number:

Statement Period:
Nov 1, 2022
through
Nov 30, 2022



000158754 00 SP 106481609348890 E
BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

***To Contact U.S. Bank***

***24-Hour Business Solutions:*** *800-673-3555*

***U.S. Bank accepts Relay Calls***

***Internet:*** *usbank.com*

## NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.

## INFORMATION YOU SHOULD KNOW

Price changes for U.S. Bank Business Checking, Savings and Treasury Management Services are effective Jan. 1, 2023. You can view revised pricing (only those prices that changed) at https://cashmgmt.usbank.com/repricing beginning Dec. 1, 2022. Please enter the Access Code listed below to view price changes that may apply. If you experience difficulty accessing this information, please call Customer Service at the number listed in the upper-right corner of this statement or send an email to commercialsupport@usbank.com.

Access Code: 63-92E6-6951-5D71

Effective January 3, 2023, we would like to inform you of the upcoming changes to the *Business Pricing Information* and *Your Deposit Account Agreement* documents that may impact your account. To obtain a current copy of the *Business Pricing Information* disclosure, visit your local branch.

**Primary updates in your revised *Your Deposit Account Agreement* for all business accounts**

- Updates to **Insufficient Funds and Overdrafts** section, **"Insufficient funds"** sub section: Removed Overdraft Returned Fee language for business accounts.
- Updates to **Insufficient Funds and Overdrafts** section, **Our Fees** sub section: Removed Overdraft Returned Fee and Extended Overdraft Fee language for business accounts.
- Updates to **Overdraft Handling** section, **Business Options for Checking and Money Market Accounts** sub section: Removed Overdraft Returned Fee language for business accounts.
- Updates to **Overdraft Handling** section, **Requested Return** sub section: Removed Overdraft Returned Fee language for business accounts.

**Primary updates in your revised *Business Pricing Information* disclosure**

- Consolidation of the *Business Pricing Information* disclosure to include all states
- Added footnote to Overdraft Protection Fee to include one deposit account and one credit account may be linked to a business checking account as overdraft protection. When a customer has both a credit account and deposit account linked to their business checking, the system will always advance first from the credit product.

**The pricing updates are:**

All checking and savings account types

- Extended Overdraft Fee - No Fee
- Overdraft Returned Item - No Fee
- Express Delivery of Card - No Fee
- Returned Deposited Items, Returned Check (per item) - $16.00

**BALANCE YOUR ACCOUNT**
To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

**IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS**
**In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers**
If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.
- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.
*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

**IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS**
Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

**CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE**
***What To Do If You Think You Find A Mistake on Your Statement***
If you think there is an error on your statement, write to us at:
U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:
- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

**REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES**
We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**CONSUMER REPORT DISPUTES**
We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

Member FDIC

## INFORMATION YOU SHOULD KNOW (CONTINUED)

- Returned Deposited Items, Redeposited Check (per item) - $9.00
- Returned Deposited Item Special Instructions Maintenance Per Month
  - First Account - $12.00
  - Each Additional Account - $7.00
- ACH Transfers, Outgoing Digital ACH Domestic - $1.00
- Money Service Business Fee Per Statement Cycle - $150.00
- Voice Wires, Repetitive & Non-Repetitive - $37.50
- SinglePoint® Essentials Online Banking
  - ACH Monthly Maintenance per Customer - $12.00
  - Wire Transfer Monthly Maintenance per Customer - $12.00

Silver Checking, Gold Checking, Platinum Checking, Non-Profit Checking

- Wire Transfers
  - Wire Advice - mail - $11.00
  - Wire Advice - fax - $11.00

Silver Checking

- Paper Statement No Check Images - $6.00
- Paper Statement Front & Back Check Images - $9.00
- Cash Deposit Fee - 25 free units per month, then $0.33 per $100

Gold Checking

- Paper Statement Front & Back Check Images - $6.00
- Cash Deposit Fee - 100 free units per month, then $0.33 per $100

Platinum Checking

- Cash Deposit Fee - 200 free units per month, then $0.33 per $100

Non-Profit Checking (interest-bearing)

- Cash Deposit Fee - 300 free units per calendar year then $0.33 per $100

Premium Business Checking

- Cash Deposit Fee - $0.37 per $100
- Paper Statement No Check Images - $6.00
- Paper Statement Front & Back Check Images - $16.00 plus $0.035 per item > 100 items
- Wire Advice - mail - $13.00
- Premium Checking Branch Deposit Processing - per Deposit - $2.75
- Premium Checking Night Deposit Processing - per Deposit - $2.75
- Premium Checking Cash Deposit Adjustment - per Adjustment - $9.00

Beginning January 3, 2023, a copy of the *Business Pricing Information* document will be available by calling 800-673-3555 or by visiting your local branch. Beginning February 13, 2023, a copy of the *Your Deposit Account* Agreement document will be available online at usbank.com, at the phone number listed above or at your local branch.

If you have any questions, you can call us at 800-673-3555. Our business bankers are here to help 8 a.m. to 8 p.m. CT Monday through Friday and 8 a.m. to 6:30 p.m. CT on Saturday. We accept relay calls. Our bankers are also available to help at your local branch via appointment

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Effective November 14, 2022, the *Your Deposit Account Agreement* disclosure will include update(s) and may affect your rights.

**Primary updates in your revised *Your Deposit Account Agreement* document for all accounts:**

- Update to move **Special Provisions for Third-Party Accounts** section to a subsection under the addition of **FDIC Part 370 Record-Keeping** section.
- Addition of **FDIC Part 370 Record-Keeping** section: Added language under FDIC Part 370 that additional information may be needed to accurately calculate FDIC insurance coverage.

Beginning November 14, 2022, a copy of this disclosure will be available online at **usbank.com**, by calling 800-USBANKS (872-2657) or at your local U.S. Bank branch.

If you have any questions, you can call us at U.S. Bank 24-Hour Banking at 800-USBANKS (872-2657). We accept relay calls. Our bankers are also available to help at your local branch via appointment.

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## U.S. BANK GOLD - BUSINESS CHECKING

*Member FDIC*

U.S. Bank National Association

**Account Number**

### Account Summary

| | # Items | | |
|---|---|---|---|
| Beginning Balance on Nov 1 | | $ | 181,911.85 |
| Customer Deposits | 5 | | 36,180.00 |
| Other Deposits | 54 | | 196,013.26 |
| Other Withdrawals | 16 | | 116,513.19- |
| Checks Paid | 11 | | 91,766.45- |
| **Ending Balance on Nov 30, 2022** | | **$** | **205,825.47** |

Number of Days in Statement Period 30

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* | *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Nov 2 | | 340.00 | | Nov 9 | | 280.00 |
| | Nov 2 | | 30,000.00 | | Nov 30 | | 560.00 |
| | Nov 7 | | 5,000.00 | | | | |

**Total Customer Deposits $ 36,180.00**

### Other Deposits

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Nov 1 | Electronic Deposit REF= | From - | | $ 6,944.75 |
| Nov 2 | CV LAD Location/Ser# | Cash Vault Deposit | | 940.00 |
| Nov 2 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,028.55 |
| Nov 2 | Electronic Deposit REF= | From - | | 1,530.00 |
| Nov 2 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,068.50 |
| Nov 2 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,699.02 |
| Nov 7 | CV LAD Location/Ser# | Cash Vault Deposit | | 553.00 |
| Nov 7 | Electronic Deposit REF= | From - | | 791.00 |
| Nov 7 | Electronic Deposit REF= | From - | | 13,636.50 |
| Nov 8 | Electronic Deposit REF= | From BANKCARD-1205 | | 8,678.25 |
| Nov 9 | CV LAD Location/Ser# | Cash Vault Deposit | | 203.00 |
| Nov 9 | Electronic Deposit REF= | From BANKCARD- | | 463.75 |
| Nov 9 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,890.25 |
| Nov 9 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,049.50 |
| Nov 9 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,528.75 |
| Nov 10 | Electronic Deposit REF= | From - | | 323.00 |
| Nov 14 | Electronic Deposit REF= | From - | | 2,064.33 |
| Nov 14 | Electronic Deposit REF= | From - | | 2,575.25 |
| Nov 14 | Electronic Deposit REF= | From - | | 20,314.50 |
| Nov 15 | Electronic Deposit REF= | From - | | 9,154.00 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Nov 16 | CV LAD Location/Ser# | Cash Vault Deposit | | 286.00 |
| Nov 16 | CV LAD Location/Ser# | Cash Vault Deposit | | 350.00 |
| Nov 16 | CV LAD Location/Ser# | Cash Vault Deposit | | 511.00 |
| Nov 16 | CV LAD Location/Ser# | Cash Vault Deposit | | 649.00 |
| Nov 16 | Electronic Deposit REF= | From - | | 1,444.75 |
| Nov 16 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,793.00 |
| Nov 16 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,979.00 |
| Nov 16 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,219.00 |
| Nov 17 | Electronic Deposit REF= | From - | | 1,064.25 |
| Nov 18 | Electronic Deposit REF= | From - | | 1,264.00 |
| Nov 21 | CV LAD | Cash Vault Deposit | | 299.00 |
| Nov 21 | CV LAD | Cash Vault Deposit | | 559.00 |
| Nov 21 | CV LAD | Cash Vault Deposit | | 573.01 |
| Nov 21 | Electronic Deposit REF= | From - | | 1,861.75 |
| Nov 21 | Electronic Deposit REF= | From - | | 11,917.34 |
| Nov 22 | Electronic Deposit REF= | From - | | 7,119.50 |
| Nov 23 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,482.00 |
| Nov 23 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,645.81 |
| Nov 23 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,771.25 |
| Nov 23 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,797.75 |
| Nov 23 | Electronic Deposit REF= | From - | | 5,530.94 |
| Nov 25 | Electronic Deposit REF= | From - | | 6,172.75 |
| Nov 25 | Electronic Deposit REF= | From - | | 6,631.00 |
| Nov 28 | CV LAD Location/Ser# | Cash Vault Deposit | | 584.25 |
| Nov 28 | Electronic Deposit REF= | From - | | 1,481.50 |
| Nov 28 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,736.51 |
| Nov 28 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,607.50 |
| Nov 28 | Electronic Deposit REF= | From - | | 18,226.75 |
| Nov 29 | Electronic Deposit REF= | From BANKCA | | 8,307.00 |
| Nov 30 | CV LAD Location/Ser# | Cash Vault Deposit | | 475.00 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Nov 30 | Electronic Deposit REF= | From - | | 1,282.50 |
| Nov 30 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,207.50 |
| Nov 30 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,360.25 |
| Nov 30 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,387.50 |
| | | **Total Other Deposits** | | **$ 196,013.26** |

### Other Withdrawals

| *Date* | *Description of Transaction* | | | *Ref Number* | *Amount* |
|---|---|---|---|---|---|
| Nov 2 | Electronic Withdrawal REF= | To - | | | $ 3,612.22- |
| Nov 4 | Internet Banking Payment | To Credit Card | * | | 10,000.00- |
| Nov 7 | Internet Banking Transfer | To Account | | | 22,000.00- |
| Nov 8 | Internet Banking Transfer | To Account | | | 3,000.00- |
| Nov 9 | Electronic Withdrawal REF= | To ATT | | | 68.50- |
| Nov 9 | Electronic Withdrawal REF= | To SBA LOAN | | | 10,000.00- |
| Nov 10 | Electronic Withdrawal REF= | To LADWP | PAY | | 1,365.55- |
| Nov 14 | Electronic Withdrawal REF= | To ATT | | | 63.50- |
| Nov 14 | Electronic Withdrawal REF= | To ANTHEM BLUE | | | 2,799.10- |
| Nov 15 | Analysis Service Charge | | | | 176.40- |
| Nov 15 | Internet Banking Payment | To Credit Card | * | | 6,003.61- |
| Nov 21 | Internet Banking Transfer | To Account | | | 22,000.00- |
| Nov 23 | Electronic Withdrawal REF= | To BANDAI NAMCO | | | 300.00- |
| Nov 28 | Electronic Withdrawal REF= | To U.S. CELLULAR | | | 195.93- |
| Nov 29 | Internet Banking Transfer | To Account | | | 24,000.00- |
| Nov 30 | Internet Banking Payment | To Credit Card | * | | 10,928.38- |
| | | **Total Other Withdrawals** | | | **$ 116,513.19-** |

### Checks Presented Conventionally

| *Check* | *Date* | *Ref Number* | *Amount* | *Check* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Nov 3 | | 591.84 | | Nov 21 | | 10,000.00 |
| | Nov 3 | | 1,495.00 | | Nov 22 | | 266.28 |
| | Nov 9 | | 421.60 | | Nov 29 | | 261.40 |
| | Nov 14 | | 825.00 | | Nov 8 | | 436.60 |
| | Nov 18 | | 600.00 | | Nov 8 | | 76,369.18 |
| | Nov 18 | | 499.55 | | | | |

* Gap in check sequence

**Conventional Checks Paid (11)** **$ 91,766.45-**

### Balance Summary

| *Date* | *Ending Balance* | *Date* | *Ending Balance* | *Date* | *Ending Balance* |
|---|---|---|---|---|---|
| Nov 1 | 188,856.60 | Nov 9 | 139,541.73 | Nov 18 | 178,200.10 |
| Nov 2 | 224,850.45 | Nov 10 | 138,499.18 | Nov 21 | 161,410.20 |
| Nov 3 | 222,763.61 | Nov 14 | 159,765.66 | Nov 22 | 168,263.42 |
| Nov 4 | 212,763.61 | Nov 15 | 162,739.65 | Nov 23 | 182,191.17 |
| Nov 7 | 210,744.11 | Nov 16 | 176,971.40 | Nov 25 | 194,994.92 |
| Nov 8 | 139,616.58 | Nov 17 | 178,035.65 | Nov 28 | 220,435.50 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Balance Summary (continued)

| *Date* | *Ending Balance* | *Date* | *Ending Balance* |
|---|---|---|---|
| Nov 29 | 204,481.10 | Nov 30 | 205,825.47 |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: October 2022

| | | |
|---|---|---|
| Account Number: | $ | 176.40 |
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 176.40 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 27 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 89 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| **ACH Services** | | | |
| ACH Received Addenda Item | 1 | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | 532 | 0.20000 | 106.40 |
| Cash Vault Deposit-Extended | 35 | 2.00000 | 70.00 |
| Subtotal: CVS Coin/Currency | | | 176.40 |
| Fee Based Service Charges for Account Number | | | $ 176.40 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 20 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |



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P.O. Box 1800
Saint Paul, Minnesota 55101-0800

7244 TRN S Y ST01

**Business Statement**
Account Number:

Statement Period:
Dec 1, 2022
through
Dec 31, 2022



000238934 00 SP 106481634234080 E
BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

***To Contact U.S. Bank***

***24-Hour Business Solutions:*** *800-673-3555*

***U.S. Bank accepts Relay Calls***

***Internet:*** *usbank.com*

## INFORMATION YOU SHOULD KNOW

Price changes for U.S. Bank Business Checking, Savings and Treasury Management Services are effective Jan. 1, 2023. You can view revised pricing (only those prices that changed) at https://cashmgmt.usbank.com/repricing beginning Dec. 1, 2022. Please enter the Access Code listed below to view price changes that may apply. If you experience difficulty accessing this information, please call Customer Service at the number listed in the upper-right corner of this statement or send an email to commercialsupport@usbank.com.

Access Code:

Effective January 3, 2023, we would like to inform you of the upcoming changes to the *Business Pricing Information* and *Your Deposit Account Agreement* documents that may impact your account. To obtain a current copy of the *Business Pricing Information* disclosure, visit your local branch.

**Primary updates in your revised *Your Deposit Account Agreement* for all business accounts**

- Updates to **Insufficient Funds and Overdrafts** section, **"Insufficient funds"** sub section: Removed Overdraft Returned Fee language for business accounts.
- Updates to **Insufficient Funds and Overdrafts** section, **Our Fees** sub section: Removed Overdraft Returned Fee and Extended Overdraft Fee language for business accounts.
- Updates to **Overdraft Handling** section, **Business Options for Checking and Money Market Accounts** sub section: Removed Overdraft Returned Fee language for business accounts.
- Updates to **Overdraft Handling** section, **Requested Return** sub section: Removed Overdraft Returned Fee language for business accounts.

**Primary updates in your revised *Business Pricing Information* disclosure**

- Consolidation of the *Business Pricing Information* disclosure to include all states
- Added footnote to Overdraft Protection Fee to include one deposit account and one credit account may be linked to a business checking account as overdraft protection. When a customer has both a credit account and deposit account linked to their business checking, the system will always advance first from the credit product.

**The pricing updates are:**

All checking and savings account types

- Extended Overdraft Fee - No Fee
- Overdraft Returned Item - No Fee
- Express Delivery of Card - No Fee
- Returned Deposited Items, Returned Check (per item) - $16.00
- Returned Deposited Items, Redeposited Check (per item) - $9.00
- Returned Deposited Item Special Instructions Maintenance Per Month
  - First Account - $12.00
  - Each Additional Account - $7.00
- ACH Transfers, Outgoing Digital ACH Domestic - $1.00
- Money Service Business Fee Per Statement Cycle - $150.00
- Voice Wires, Repetitive & Non-Repetitive - $37.50
- SinglePoint® Essentials Online Banking
  - ACH Monthly Maintenance per Customer - $12.00

usbank

**BALANCE YOUR ACCOUNT**
To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

**IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS**
**In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers**
If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.
- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.
*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

**IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS**
Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

**CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE**
***What To Do If You Think You Find A Mistake on Your Statement***
If you think there is an error on your statement, write to us at:
U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:
- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

**REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES**
We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**CONSUMER REPORT DISPUTES**
We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

Member FDIC

## INFORMATION YOU SHOULD KNOW (CONTINUED)

- Wire Transfer Monthly Maintenance per Customer - $12.00

Silver Checking, Gold Checking, Platinum Checking, Non-Profit Checking

- Wire Transfers
  - Wire Advice - mail - $11.00
  - Wire Advice - fax - $11.00

Silver Checking

- Paper Statement No Check Images - $6.00
- Paper Statement Front & Back Check Images - $9.00
- Cash Deposit Fee - 25 free units per month, then $0.33 per $100

Gold Checking

- Paper Statement Front & Back Check Images - $6.00
- Cash Deposit Fee - 100 free units per month, then $0.33 per $100

Platinum Checking

- Cash Deposit Fee - 200 free units per month, then $0.33 per $100

Non-Profit Checking (interest-bearing)

- Cash Deposit Fee - 300 free units per calendar year then $0.33 per $100

Premium Business Checking

- Cash Deposit Fee - $0.37 per $100
- Paper Statement No Check Images - $6.00
- Paper Statement Front & Back Check Images - $16.00 plus $0.035 per item > 100 items
- Wire Advice - mail - $13.00
- Premium Checking Branch Deposit Processing - per Deposit - $2.75
- Premium Checking Night Deposit Processing - per Deposit - $2.75
- Premium Checking Cash Deposit Adjustment - per Adjustment - $9.00

Beginning January 3, 2023, a copy of the *Business Pricing Information* document will be available by calling 800-673-3555 or by visiting your local branch. Beginning February 13, 2023, a copy of the *Your Deposit Account* Agreement document will be available online at usbank.com, at the phone number listed above or at your local branch.

If you have any questions, you can call us at 800-673-3555. Our business bankers are here to help 8 a.m. to 8 p.m. CT Monday through Friday and 8 a.m. to 6:30 p.m. CT on Saturday. We accept relay calls. Our bankers are also available to help at your local branch via appointment

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Effective November 14, 2022, the *Your Deposit Account Agreement* disclosure will include update(s) and may affect your rights.

**Primary updates in your revised *Your Deposit Account Agreement* document for all accounts:**

- Update to move **Special Provisions for Third-Party Accounts** section to a subsection under the addition of **FDIC Part 370 Record-Keeping** section.
- Addition of **FDIC Part 370 Record-Keeping** section: Added language under FDIC Part 370 that additional information may be needed to accurately calculate FDIC insurance coverage.

Beginning November 14, 2022, a copy of this disclosure will be available online at **usbank.com**, by calling 800-USBANKS (872-2657) or at your local U.S. Bank branch.

If you have any questions, you can call us at U.S. Bank 24-Hour Banking at 800-USBANKS (872-2657). We accept relay calls. Our bankers are also available to help at your local branch via appointment.

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## U.S. BANK GOLD - BUSINESS CHECKING

*Member FDIC*

U.S. Bank National Association

**Account Number**

### Account Summary

| | # Items | | | | |
|---|---|---|---|---|---|
| Beginning Balance on Dec 1 | | $ | 205,825.47 | Number of Days in Statement Period | 31 |
| Customer Deposits | 4 | | 3,415.00 | | |
| Other Deposits | 53 | | 137,768.27 | | |
| Card Withdrawals | 1 | | 231.89- | | |
| Other Withdrawals | 10 | | 33,530.52- | | |
| Checks Paid | 18 | | 250,623.90- | | |
| **Ending Balance on Dec 31, 2022** | | **$** | **62,622.43** | | |

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* | *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Dec 7 | | 560.00 | | Dec 28 | | 820.00 |
| | Dec 22 | | 600.00 | | Dec 30 | | 1,435.00 |
| | | | | | **Total Customer Deposits** | | **$ 3,415.00** |

### Other Deposits

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Dec 1 | Electronic Deposit REF= | From - | | $ 1,019.00 |
| Dec 2 | Electronic Deposit REF= | From - | | 1,158.50 |
| Dec 5 | CV LAD | Cash Vault Deposit | | 178.00 |
| Dec 5 | CV LAD | Cash Vault Deposit | | 488.00 |
| Dec 5 | CV LAD | Cash Vault Deposit | | 545.00 |
| Dec 5 | Electronic Deposit REF= | From - | | 1,013.00 |
| Dec 5 | Electronic Deposit REF= | From - | | 9,843.26 |
| Dec 6 | Electronic Deposit REF= | From - | | 5,664.00 |
| Dec 7 | CV LAD Location/Ser# | Cash Vault Deposit | | 348.00 |
| Dec 7 | CV LAD Location/Ser# | Cash Vault Deposit | | 600.00 |
| Dec 7 | Electronic Deposit REF= | From - | DEP | 1,075.75 |
| Dec 7 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,035.00 |
| Dec 7 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,204.50 |
| Dec 8 | Electronic Deposit REF= | From - | | 1,105.00 |
| Dec 9 | Electronic Deposit REF= | From - | | 1,434.25 |
| Dec 12 | CV LAD Location/Ser# | Cash Vault Deposit | | 516.00 |
| Dec 12 | CV LAD Location/Ser# | Cash Vault Deposit | | 632.00 |
| Dec 12 | CV LAD Location/Ser# | Cash Vault Deposit | | 673.50 |
| Dec 12 | Electronic Deposit REF= | From - | | 2,337.75 |
| Dec 12 | Electronic Deposit REF= | From - | | 8,164.00 |
| Dec 13 | Electronic Deposit REF= | From - | | 5,706.50 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Dec 14 | Electronic Deposit REF | From - | | 1,074.00 |
| Dec 15 | Electronic Deposit REF= | From - | | 1,003.00 |
| Dec 16 | Electronic Deposit REF= | From BANKCARD- | | 1,400.00 |
| Dec 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 144.00 |
| Dec 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 469.00 |
| Dec 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 518.00 |
| Dec 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 591.50 |
| Dec 19 | CV LAD | Cash Vault Deposit | | 1,819.25 |
| Dec 19 | Electronic Deposit REF= | From BANKCARD- | | 2,291.25 |
| Dec 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,607.25 |
| Dec 19 | Electronic Deposit REF= | From - | | 9,485.75 |
| Dec 20 | Cash Rewards Redemption | | | 825.00 |
| Dec 20 | Electronic Deposit REF= | From - | | 6,127.75 |
| Dec 21 | Electronic Deposit REF= | From - | | 3,972.25 |
| Dec 22 | CV LAD Location/Ser# | Cash Vault Deposit | | 931.25 |
| Dec 22 | CV LAD Location/Ser# | Cash Vault Deposit | | 936.00 |
| Dec 22 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,203.56 |
| Dec 22 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,961.00 |
| Dec 22 | Electronic Deposit REF= | From BANKCARD- | | 4,673.75 |
| Dec 23 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,167.17 |
| Dec 23 | Electronic Deposit REF= | From - | | 3,429.00 |
| Dec 27 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,130.53 |
| Dec 27 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,194.75 |
| Dec 27 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,521.25 |
| Dec 27 | Electronic Deposit REF= | From - | | 4,900.75 |
| Dec 27 | Electronic Deposit REF= | From - | | 8,098.00 |
| Dec 28 | CV LAD Location/Ser# | Cash Vault Deposit | | 370.00 |
| Dec 28 | CV LAD Location/Ser# | Cash Vault Deposit | | 642.00 |
| Dec 28 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,733.50 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Dec 28 | Electronic Deposit REF= | From | | 7,699.75 |
| Dec 29 | Electronic Deposit REF= | From | | 5,287.00 |
| Dec 30 | Electronic Deposit REF | From | | 6,820.00 |
| | | | **Total Other Deposits** | **$ 137,768.27** |

### Card Withdrawals

Card Number:

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Dec 19 | Debit Purchase | COSTCO WHSE #065 NORTH HOLLYWCA | | $ 231.89- |
| | | | **Card 9422 Withdrawals Subtotal** | **$ 231.89-** |
| | | | **Total Card Withdrawals** | **$ 231.89-** |

### Other Withdrawals

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Dec 2 | Electronic Withdrawal REF= | To | | $ 3,248.32- |
| Dec 12 | Electronic Withdrawal REF= | To ATT | | 68.50- |
| Dec 12 | Electronic Withdrawal REF= | To | | 2,799.10- |
| Dec 13 | Electronic Withdrawal REF= | To ATT | | 63.50- |
| Dec 13 | Electronic Withdrawal REF= | To LADWP | | 1,246.55- |
| Dec 14 | Analysis Service Charge | | | 151.80- |
| Dec 20 | Internet Banking Transfer | To Account | | 23,000.00- |
| Dec 21 | Electronic Withdrawal REF= | To BANDAI NAMCO | | 300.00- |
| Dec 27 | Electronic Withdrawal REF= | To U.S. CELLULAR | | 152.75- |
| Dec 27 | Internet Banking Transfer | To Account | | 2,500.00- |
| | | | **Total Other Withdrawals** | **$ 33,530.52-** |

### Checks Presented Conventionally

| Check | Date | Ref Number | Amount | Check | Date | Ref Number | Amount |
|---|---|---|---|---|---|---|---|
| | Dec 5 | | 87,350.28 | | Dec 13 | | 12,500.00 |
| | Dec 2 | | 4,178.61 | | Dec 13 | | 6,250.00 |
| | Dec 21 | | 7,000.00 | | Dec 8 | | 8,350.00 |
| | Dec 8 | | 639.19 | | Dec 6 | | 8,350.00 |
| | Dec 8 | | 70.00 | | Dec 13 | | 450.00 |
| | Dec 5 | | 240.00 | | Dec 9 | | 3,619.73 |
| | Dec 6 | | 21.79 | | Dec 22 | | 95,054.30 |
| | Dec 19 | | 8,300.00 | | Dec 28 | | 1,000.00 |
| | Dec 16 | | 6,250.00 | | Dec 29 | | 1,000.00 |

* Gap in check sequence

**Conventional Checks Paid (18)** **$ 250,623.90-**

### Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| Dec 1 | 206,844.47 | Dec 5 | 125,053.02 | Dec 7 | 130,168.48 |
| Dec 2 | 200,576.04 | Dec 6 | 122,345.23 | Dec 8 | 122,214.29 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Balance Summary (continued)

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| Dec 9 | 120,028.81 | Dec 16 | 111,756.11 | Dec 23 | 23,622.65 |
| Dec 12 | 129,484.46 | Dec 19 | 121,150.22 | Dec 27 | 37,815.18 |
| Dec 13 | 114,680.91 | Dec 20 | 105,102.97 | Dec 28 | 50,080.43 |
| Dec 14 | 115,603.11 | Dec 21 | 101,775.22 | Dec 29 | 54,367.43 |
| Dec 15 | 116,606.11 | Dec 22 | 19,026.48 | Dec 30 | 62,622.43 |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: November 2022

| | | |
|---|---|---|
| Account Number: | $ | 151.80 |
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 151.80 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 22 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 83 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| **ACH Services** | | | |
| ACH Received Addenda Item | 1 | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | 479 | 0.20000 | 95.80 |
| Cash Vault Deposit-Extended | 28 | 2.00000 | 56.00 |
| Subtotal: CVS Coin/Currency | | | 151.80 |
| Fee Based Service Charges for Account Number | | | $ 151.80 |

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 9 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |



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P.O. Box 1800
Saint Paul, Minnesota 55101-0800

7244 TRN S Y ST01

# Business Statement

Account Number:

Statement Period:
Jan 2, 2023
through
Jan 31, 2023



000159565 00 SP 106481657288329 E
BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

***To Contact U.S. Bank***

***24-Hour Business Solutions:*** *800-673-3555*

***U.S. Bank accepts Relay Calls***

***Internet:*** *usbank.com*

## NEWS FOR YOU

**New Year, New Business Goals:** Easily manage your business from one central location. With the business online banking dashboard, you can track your current and future activity with the Cash Flow Forecast Tool, view key account summaries and access transaction history. **Enroll using your business credentials at usbank.com/JanuaryEnroll.**

## INFORMATION YOU SHOULD KNOW

Price changes for U.S. Bank Business Checking, Savings and Treasury Management Services are effective Jan. 1, 2023. You can view revised pricing (only those prices that changed) at https://cashmgmt.usbank.com/repricing beginning Dec. 1, 2022. Please enter the Access Code listed below to view price changes that may apply. If you experience difficulty accessing this information, please call Customer Service at the number listed in the upper-right corner of this statement or send an email to commercialsupport@usbank.com.

Access Code: 63-92E6-6951-5D71

## U.S. BANK GOLD - BUSINESS CHECKING

***Member FDIC***

U.S. Bank National Association

**Account Number**

### Account Summary

| | | | |
|---|---|---|---|
| Beginning Balance on Jan 2 | | $ | 62,622.43 |
| Customer Deposits | 6 | | 5,229.00 |
| Other Deposits | 59 | | 208,470.59 |
| Other Withdrawals | 18 | | 117,687.47- |
| Checks Paid | 13 | | 97,312.31- |

Number of Days in Statement Period 31

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* | *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Jan 3 | 8316970712 | 1,358.00 | | Jan 11 | 8614653666 | 320.00 |
| | Jan 3 | 8316970714 | 1,791.00 | | Jan 18 | 8616134931 | 560.00 |
| | Jan 4 | 8617163794 | 420.00 | | Jan 27 | 9214232689 | 780.00 |

### Other Deposits

| *Date* | *Description of Transaction* | *Ref Number* | *Amount* |
|---|---|---|---|
| Jan 3 | Cash Vault Deposit | | $ 1,877.99 |
| Jan 3 | Cash Vault Deposit | | 2,551.00 |
| Jan 3 | Cash Vault Deposit | | 2,916.31 |
| Jan 3 | From | | 6,441.00 |
| Jan 3 | From | | 8,777.50 |

## BALANCE YOUR ACCOUNT

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

## IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS

### In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

## IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

## CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE

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U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:

- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

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EQUAL HOUSING LENDER

Member FDIC

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Jan 3 | Electronic Deposit | Fro | | 9,325.25 |
| Jan 4 | C | Cash Vault Deposit | | 447.75 |
| Jan 4 | C | Cash Vault Deposit | | 1,645.25 |
| Jan 4 | C | Cash Vault Deposit | | 2,772.75 |
| Jan 4 | C | Cash Vault Deposit | | 3,519.50 |
| Jan 4 | EI | From | | 9,615.00 |
| Jan 5 | EI | From | | 3,598.75 |
| Jan 6 | EI | From | | 2,485.75 |
| Jan 9 | C | Cash Vault Deposit | | 882.00 |
| Jan 9 | C | Cash Vault Deposit | | 930.00 |
| Jan 9 | EI | From | | 1,700.25 |
| Jan 9 | C | Cash Vault Deposit | | 1,850.00 |
| Jan 9 | EI | From | | 16,150.75 |
| Jan 10 | EI | From | | 8,622.36 |
| Jan 11 | C | Cash Vault Deposit | | 235.25 |
| Jan 11 | EI | From | | 246.00 |
| Jan 11 | C | Cash Vault Deposit | | 2,151.50 |
| Jan 11 | C | Cash Vault Deposit | | 2,384.50 |
| Jan 11 | C | Cash Vault Deposit | | 4,960.25 |
| Jan 12 | EI | From | | 907.00 |
| Jan 13 | EI | From | | 1,837.25 |
| Jan 17 | C | Cash Vault Deposit | | 481.75 |
| Jan 17 | C | Cash Vault Deposit | | 628.00 |
| Jan 17 | C | Cash Vault Deposit | | 656.05 |
| Jan 17 | EI | From | | 898.50 |
| Jan 17 | EI | From | | 6,985.00 |
| Jan 17 | EI | From | | 8,124.94 |
| Jan 18 | EI | From | | 33.02 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Jan 18 | Cash Vault Deposit | | | 1,352.25 |
| Jan 18 | Cash Vault Deposit | | | 1,362.25 |
| Jan 18 | Cash Vault Deposit | | | 2,804.11 |
| Jan 18 | Cash Vault Deposit | | | 3,037.23 |
| Jan 18 | From | | | 8,167.00 |
| Jan 19 | From | | | 1,477.00 |
| Jan 20 | From | | | 1,735.00 |
| Jan 23 | Cash Vault Deposit | | | 485.00 |
| Jan 23 | Cash Vault Deposit | | | 834.25 |
| Jan 23 | Cash Vault Deposit | | | 1,005.00 |
| Jan 23 | From | | | 1,206.00 |
| Jan 23 | From | | | 15,761.25 |
| Jan 24 | From | | | 9,510.00 |
| Jan 25 | From | | | 1,614.75 |
| Jan 26 | From | | | 1,880.25 |
| Jan 27 | Cash Vault Deposit | | | 639.00 |
| Jan 27 | Cash Vault Deposit | | | 956.50 |
| Jan 27 | From | | | 1,960.75 |
| Jan 27 | Cash Vault Deposit | | | 3,703.83 |
| Jan 27 | Cash Vault Deposit | | | 5,050.25 |
| Jan 30 | From | | | 2,275.00 |
| Jan 30 | From | | | 15,522.25 |
| Jan 31 | Cash Vault Deposit | | | 397.75 |
| Jan 31 | Cash Vault Deposit | | | 678.75 |
| Jan 31 | Cash Vault Deposit | | | 908.00 |
| Jan 31 | From | | | 7,509.00 |
| | | **Total Other Deposits** | | **$ 208,470.59** |

### Other Withdrawals

| *Date* | *Description of Transaction* | | *Ref Number* | | *Amount* |
|---|---|---|---|---|---|
| Jan 3 | Electronic Withdrawal | To | | $ | 2,975.66- |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Other Withdrawals (continued)

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Jan 3 | Internet Banking Transfer | To Account | | 23,000.00- |
| Jan 10 | Electronic Withdrawal | To ATT | | 68.50- |
| | REF= | | | |
| Jan 11 | Electronic Withdrawal | To ANTHEM BLUE I01O | | 2,799.10- |
| | REF= | | | |
| Jan 11 | Mobile Banking Payment | To Credit Card | * | 12,932.30- |
| Jan 12 | Electronic Withdrawal | To ATT | | 63.50- |
| | REF= | | | |
| Jan 13 | Electronic Withdrawal | To LA WEB EFILINGEC | | 1,289.86- |
| | REF= | | | |
| Jan 13 | Electronic Withdrawal | To LADWP | | 1,488.61- |
| | REF= | | | |
| Jan 17 | Analysis Service Charge | | | 158.40- |
| Jan 17 | Internet Banking Transfer | To Account | | 15,000.00- |
| Jan 18 | Transfer | To Account | | 8,000.00- |
| Jan 20 | Electronic Withdrawal | To BANDAI NAMCO AA | | 300.00- |
| | REF= | | | |
| Jan 25 | Internet Banking Transfer | To Account | | 8,000.00- |
| Jan 25 | Electronic Withdrawal | To CARDMEMBER SERV | | 12,850.95- |
| | REF= | | | |
| Jan 26 | Electronic Withdrawal | To U.S. CELLULAR | | 157.35- |
| | REF= | | | |
| Jan 30 | Internet Banking Transfer | To Account | | 22,000.00- |
| Jan 31 | Electronic Withdrawal | To CA DEPT TAX FEE | | 1,409.00- |
| | REF= | | | |
| Jan 31 | Electronic Withdrawal | To | | 5,194.24- |
| | REF= | | | |

**Total Other Withdrawals** **$ 117,687.47-**

### Checks Presented Conventionally

| Check | Date | Ref Number | Amount | Check | Date | Ref Number | Amount |
|---|---|---|---|---|---|---|---|
| | Jan 3 | | 1,000.00 | | Jan 18 | | 170.00 |
| | Jan 4 | | 1,000.00 | | Jan 13 | | 450.00 |
| | Jan 11 | | 600.00 | | Jan 11 | | 12,041.84 |
| | Jan 24 | | 6,000.00 | | Jan 31 | | 71,718.05 |
| | Jan 12 | | 1,545.99 | | Jan 26 | | 300.00 |
| | Jan 3 | | 260.38 | | Jan 31 | | 906.05 |
| | Jan 13 | | 1,320.00 | | | | |

* Gap in check sequence

**Conventional Checks Paid (13)** **$ 97,312.31-**

### Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| Jan 3 | 70,424.44 | Jan 12 | 105,217.82 | Jan 24 | 139,981.80 |
| Jan 4 | 87,844.69 | Jan 13 | 102,506.60 | Jan 25 | 120,745.60 |
| Jan 5 | 91,443.44 | Jan 17 | 105,122.44 | Jan 26 | 122,168.50 |
| Jan 6 | 93,929.19 | Jan 18 | 114,268.30 | Jan 27 | 135,258.83 |
| Jan 9 | 115,442.19 | Jan 19 | 115,745.30 | Jan 30 | 131,056.08 |
| Jan 10 | 123,996.05 | Jan 20 | 117,180.30 | Jan 31 | 61,322.24 |
| Jan 11 | 105,920.31 | Jan 23 | 136,471.80 | | |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: December 2022

Account Number: $ 158.40

BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

**Business Statement**
Account Number:

Statement Period:
Jan 2, 2023
through
Jan 31, 2023



## ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

| | | |
|---|---|---|
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 158.40 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 22 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 87 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| **ACH Services** | | | |
| ACH Received Addenda Item | 1 | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | 442 | 0.20000 | 88.40 |
| Cash Vault Deposit-Extended | 35 | 2.00000 | 70.00 |
| Subtotal: CVS Coin/Currency | | | 158.40 |
| Fee Based Service Charges for Account Number | | | $ 158.40 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 10 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

7244 TRN S Y ST01

# Business Statement

Account Number:

Statement Period:
Feb 1, 2023
through
Feb 28, 2023



000015703 00 SP 106481679745640 E
BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

**To Contact U.S. Bank**

***24-Hour Business Solutions:*** *800-673-3555*

***U.S. Bank accepts Relay Calls***

***Internet:*** *usbank.com*

## NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.

## INFORMATION YOU SHOULD KNOW

Thank you for choosing U.S. Bank. We're committed to keeping you up to date on your account and would like to inform you of an upcoming change to our *Night Deposit Agreement*, effective April 14, 2023. If you utilize the night drop service, you may review the revised *Night Depository Service Standard Terms and Conditions* online at usbank.com, request a copy by calling 800-USBANKS (872-2657), or obtain a copy by visiting your local U.S. Bank branch. By continuing to use our night deposit services after April 14, 2023, you accept and agree to these updated terms. If you have any questions, please call us at U.S. Bank 24-Hour Banking at 800-USBANKS (872-2657).

## U.S. BANK GOLD - BUSINESS CHECKING

***Member FDIC***

U.S. Bank National Association

**Account Number**

### Account Summary

| | # Items | | |
|---|---|---|---|
| Beginning Balance on Feb 1 | | $ | 61,322.24 |
| Customer Deposits | 6 | | 8,152.00 |
| Other Deposits | 54 | | 207,550.93 |
| Other Withdrawals | 13 | | 79,955.14- |
| Checks Paid | 13 | | 94,363.99- |
| **Ending Balance on Feb 28, 2023** | | **$** | **102,706.04** |

Number of Days in Statement Period 28

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* | *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Feb 6 | | 1,040.00 | | Feb 15 | | 2,660.00 |
| | Feb 9 | | 1,100.00 | | Feb 22 | | 900.00 |
| | Feb 15 | | 980.00 | | Feb 24 | | 1,472.00 |
| | | | | | **Total Customer Deposits** | | **$ 8,152.00** |

### Other Deposits

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Feb 1 | Electronic Deposit REF= | From | | $ 1,088.00 |
| Feb 2 | Electronic Deposit REF= | From | | 1,352.00 |
| Feb 3 | Electronic Deposit REF= | From | | 1,561.00 |

usbank

## BALANCE YOUR ACCOUNT

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Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

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EQUAL HOUSING LENDER

Member FDIC

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Feb 6 | CV LAD Location/Ser# | Cash Vault Deposit | | 375.50 |
| Feb 6 | Electronic Deposit REF | From | | 1,818.00 |
| Feb 6 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,098.75 |
| Feb 6 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,530.25 |
| Feb 6 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,832.50 |
| Feb 6 | Electronic Deposit REF= | From | | 15,467.75 |
| Feb 6 | Electronic Deposit REF= | From CA RELIEF PRG | | 25,000.00 |
| Feb 7 | CV LAD Location/Ser# | Cash Vault Deposit | | 367.00 |
| Feb 7 | CV LAD Location/Ser# | Cash Vault Deposit | | 824.00 |
| Feb 7 | CV LAD Location/Ser# | Cash Vault Deposit | | 867.00 |
| Feb 7 | Electronic Deposit REF= | From - | | 10,227.25 |
| Feb 8 | Electronic Deposit REF= | From - | | 1,382.00 |
| Feb 9 | CV LAD Location/Ser# | Cash Vault Deposit | | 761.00 |
| Feb 9 | CV LAD | Cash Vault Deposit | | 1,636.75 |
| Feb 9 | Electronic Deposit REF= | From - | | 2,032.75 |
| Feb 9 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,036.25 |
| Feb 9 | CV LAD | Cash Vault Deposit | | 4,316.25 |
| Feb 10 | Electronic Deposit REF= | From | | 1,189.25 |
| Feb 13 | CV LAD Location/Ser# | Cash Vault Deposit | | 386.00 |
| Feb 13 | CV LAD Location/Ser# | Cash Vault Deposit | | 425.75 |
| Feb 13 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,004.00 |
| Feb 13 | Electronic Deposit REF= | From | | 2,717.50 |
| Feb 13 | Electronic Deposit REF= | From | | 15,165.75 |
| Feb 14 | Electronic Deposit REF= | From | | 6,285.25 |
| Feb 15 | CV LAD Location/Ser# | Cash Vault Deposit | | 698.00 |
| Feb 15 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,187.75 |
| Feb 15 | CV LAD Location/ # | Cash Vault Deposit | | 2,285.55 |
| Feb 15 | Electronic Deposit REF= | From - | | 2,787.00 |
| Feb 15 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,396.00 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Feb 16 | Electronic Deposit REF= | From | | 3,495.25 |
| Feb 17 | Electronic Deposit REF= | From | | 1,578.25 |
| Feb 21 | CV LAD Location/Ser# | Cash Vault Deposit | | 213.21 |
| Feb 21 | CV LAD Location/Ser# | Cash Vault Deposit | | 404.00 |
| Feb 21 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,078.00 |
| Feb 21 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,508.00 |
| Feb 21 | Electronic Deposit REF= | From | | 2,185.50 |
| Feb 21 | Electronic Deposit REF= | From | | 12,796.75 |
| Feb 21 | Electronic Deposit REF= | From | | 17,571.70 |
| Feb 22 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,542.00 |
| Feb 22 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,677.25 |
| Feb 22 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,757.50 |
| Feb 22 | CV LAD Location/Ser# | Cash Vault Deposit | | 5,303.50 |
| Feb 22 | Electronic Deposit REF= | From | | 11,543.50 |
| Feb 23 | Electronic Deposit REF= | From | | 1,628.50 |
| Feb 24 | Electronic Deposit REF= | From | | 1,127.00 |
| Feb 27 | CV LAD Location/Ser# | Cash Vault Deposit | | 237.25 |
| Feb 27 | CV LAD Location/Ser# | Cash Vault Deposit | | 360.00 |
| Feb 27 | CV LAD Location/Ser# | Cash Vault Deposit | | 502.31 |
| Feb 27 | Electronic Deposit REF= | From | | 2,075.00 |
| Feb 27 | Electronic Deposit REF= | From | | 3,551.00 |
| Feb 28 | Electronic Deposit REF= | From | | 9,313.66 |
| | | | **Total Other Deposits** | **$ 207,550.93** |

### Other Withdrawals

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Feb 1 | Internet Banking Transfer | To Account | | $ 4,000.00- |
| Feb 2 | Electronic Withdrawal REF= | To | | 3,376.36- |
| Feb 2 | Internet Banking Payment | To Credit Card | * | 4,000.00- |
| Feb 6 | Internet Banking Transfer | To Account | | 8,000.00- |
| Feb 6 | Internet Banking Transfer | To Account | | 25,000.00- |
| Feb 9 | Electronic Withdrawal REF= | To ATT | | 68.50- |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Withdrawals (continued)

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Feb 13 | Electronic Withdrawal REF= | To ATT | | 63.50- |
| Feb 13 | Electronic Withdrawal REF= | To LADWP | | 1,393.05- |
| Feb 13 | Electronic Withdrawal REF= | To ANTHEM BLUE | | 2,799.10- |
| Feb 14 | Analysis Service Charge | | | 195.28- |
| Feb 14 | Mobile Banking Payment | To Credit Card | | 10,759.35- |
| Feb 21 | Electronic Withdrawal REF= | To | | 300.00- |
| Feb 27 | Internet Banking Transfer | To Account | | 20,000.00- |
| | | | **Total Other Withdrawals** | **$ 79,955.14-** |

### Checks Presented Conventionally

| Check | Date | Ref Number | Amount | Check | Date | Ref Number | Amount |
|---|---|---|---|---|---|---|---|
| | Feb 2 | | 53.04 | | Feb 27 | | 377.40 |
| | Feb 7 | | 491.17 | | Feb 13 | | 1,000.00 |
| | Feb 2 | | 279.70 | | Feb 27 | | 84,106.35 |
| | Feb 7 | | 122.48 | | Feb 23 | | 4,221.03 |
| | Feb 2 | | 600.00 | | Feb 24 | | 2,558.02 |
| 5667 | Feb 6 | | 70.00 | | Feb 23 | | 278.58 |
| | Feb 7 | | 206.22 | | | | |

Gap in check sequence

**Conventional Checks Paid (13)** **$ 94,363.99-**

### Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| Feb 1 | 58,410.24 | Feb 10 | 100,958.02 | Feb 21 | 166,256.95 |
| Feb 2 | 51,453.14 | Feb 13 | 115,401.37 | Feb 22 | 193,980.70 |
| Feb 3 | 53,014.14 | Feb 14 | 110,731.99 | Feb 23 | 191,109.59 |
| Feb 6 | 73,106.89 | Feb 15 | 125,726.29 | Feb 24 | 191,150.57 |
| Feb 7 | 84,572.27 | Feb 16 | 129,221.54 | Feb 27 | 93,392.38 |
| Feb 8 | 85,954.27 | Feb 17 | 130,799.79 | Feb 28 | 102,706.04 |
| Feb 9 | 99,768.77 | | | | |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: January 2023

| | | |
|---|---|---|
| Account Number: | $ | 195.28 |
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 195.28 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

### Service Activity Detail for Account Number

| Service | Volume | Avg Unit Price | Total Charge |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 22 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

## ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 96 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| **ACH Services** | | | |
| ACH Received Addenda Item | 1 | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | 536 | 0.23000 | 123.28 |
| Cash Vault Deposit-Extended | 32 | 2.25000 | 72.00 |
| Subtotal: CVS Coin/Currency | | | 195.28 |
| Fee Based Service Charges for Account Number | | | $ 195.28 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 12 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

7244 TRN S Y ST01

# Business Statement

Account Number:

Statement Period:
Mar 1, 2023
through
Mar 31, 2023



000006333 00 SP 106481703733402 E
BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

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***U.S. Bank accepts Relay Calls***

***Internet:*** *usbank.com*

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Learn more about how the Business Essentials Dashboard can help you manage and run your business, all in one location. Enroll in U.S. Bank business online banking using your business credentials at usbank.com/dashboard.

## INFORMATION YOU SHOULD KNOW

Thank you for choosing U.S. Bank. We're committed to keeping you up to date on your account and would like to remind you of an upcoming change to our *Night Deposit Agreement*, effective April 14, 2023. If you utilize the night drop service, you may review the revised *Night Depository Service Standard Terms and Conditions* online at usbank.com, request a copy by calling 800-USBANKS (872-2657), or obtain a copy by visiting your local U.S. Bank branch. By continuing to use our night deposit services after April 14, 2023, you accept and agree to these updated terms. If you have any questions, please call us at U.S. Bank 24-Hour Banking at 800-USBANKS (872-2657).

## U.S. BANK GOLD - BUSINESS CHECKING

***Member FDIC***

U.S. Bank National Association

**Account Number**

### Account Summary

| | # Items | | |
|---|---|---|---|
| Beginning Balance on Mar 1 | | $ | 102,706.04 |
| Customer Deposits | 5 | | 4,160.00 |
| Other Deposits | 59 | | 192,156.72 |
| Other Withdrawals | 13 | | 86,259.82- |
| Checks Paid | 13 | | 100,323.42- |
| **Ending Balance on Mar 31, 2023** | | **$** | **112,439.52** |

Number of Days in Statement Period 31

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* | *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Mar 1 | | 360.00 | | Mar 22 | | 840.00 |
| | Mar 8 | | 1,120.00 | | Mar 29 | | 800.00 |
| | Mar 15 | | 1,040.00 | | | | |

**Total Customer Deposits $ 4,160.00**

### Other Deposits

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Mar 1 | CV LAD | Cash Vault Deposit | | $ 126.00 |
| Mar 1 | CV LAD | Cash Vault Deposit | | 272.50 |

usbank

## BALANCE YOUR ACCOUNT

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

## IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS

### In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

## IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

## CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE

### *What To Do If You Think You Find A Mistake on Your Statement*

If you think there is an error on your statement, write to us at:
U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:

- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

## REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

## CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

Member FDIC

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Mar 1 | Electronic Deposit REF= | From | | 373.00 |
| Mar 1 | CV LAD Location/Ser#00 0005412 | Cash Vault Deposit | | 857.00 |
| Mar 1 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,045.75 |
| Mar 2 | Electronic Deposit REF= | From | | 1,591.00 |
| Mar 3 | Electronic Deposit REF= | From | | 1,013.00 |
| Mar 6 | CV LAD Location/Ser# | Cash Vault Deposit | | 321.00 |
| Mar 6 | CV LAD Location/Ser# | Cash Vault Deposit | | 412.00 |
| Mar 6 | CV LAD Location/Ser# | Cash Vault Deposit | | 636.00 |
| Mar 6 | Electronic Deposit REF= | From | | 1,966.25 |
| Mar 6 | Electronic Deposit REF= | From | | 15,440.25 |
| Mar 7 | Electronic Deposit REF= | From | | 9,658.50 |
| Mar 8 | CV LAD Location/Ser# | Cash Vault Deposit | | 661.50 |
| Mar 8 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,143.00 |
| Mar 8 | Electronic Deposit REF= | From | | 1,397.25 |
| Mar 8 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,928.25 |
| Mar 8 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,594.00 |
| Mar 9 | Electronic Deposit REF= | From | | 1,445.00 |
| Mar 10 | Electronic Deposit REF= | From | | 1,766.00 |
| Mar 13 | CV LAD | Cash Vault Deposit | | 261.00 |
| Mar 13 | CV LAD | Cash Vault Deposit | | 499.00 |
| Mar 13 | CV LAD | Cash Vault Deposit | | 878.00 |
| Mar 13 | Electronic Deposit REF= | From | | 1,583.50 |
| Mar 13 | Electronic Deposit REF= | From | | 9,401.75 |
| Mar 14 | Electronic Deposit REF= | From | | 11,076.03 |
| Mar 15 | CV LAD Location/Ser# | Cash Vault Deposit | | 480.00 |
| Mar 15 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,152.00 |
| Mar 15 | Electronic Deposit REF= | From | | 2,648.25 |
| Mar 15 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,429.75 |
| Mar 15 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,460.22 |
| Mar 16 | Electronic Deposit REF= | From | | 1,497.00 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Mar 17 | Electronic Deposit REF= | From | | 2,156.25 |
| Mar 20 | CV LAD Location/Ser# | Cash Vault Deposit | | 365.85 |
| Mar 20 | CV LAD Location/ # | Cash Vault Deposit | | 721.00 |
| Mar 20 | CV LAD Location/Ser# | Cash Vault Deposit | | 799.75 |
| Mar 20 | Electronic Deposit REF= | From | | 2,688.75 |
| Mar 20 | Electronic Deposit REF= | From - | | 16,003.50 |
| Mar 21 | Electronic Deposit REF= | From | | 9,169.00 |
| Mar 22 | CV LAD Location/Ser# | Cash Vault Deposit | | 764.00 |
| Mar 22 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,376.00 |
| Mar 22 | Electronic Deposit REF= | From - | | 2,326.00 |
| Mar 22 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,990.30 |
| Mar 22 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,727.00 |
| Mar 23 | Electronic Deposit REF= | From - | | 1,592.75 |
| Mar 24 | Electronic Deposit REF= | From - | | 2,926.50 |
| Mar 27 | CV LAD Location/Ser# | Cash Vault Deposit | | 575.00 |
| Mar 27 | CV LAD Location/Ser# | Cash Vault Deposit | | 871.00 |
| Mar 27 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,961.76 |
| Mar 27 | Electronic Deposit REF= | From - | | 6,497.00 |
| Mar 27 | Electronic Deposit REF= | From - | | 17,457.50 |
| Mar 28 | Electronic Deposit REF= | From - | | 9,129.25 |
| Mar 29 | CV LAD 00668432515121 Location/Ser# | Cash Vault Deposit | | 1,694.02 |
| Mar 29 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,869.72 |
| Mar 29 | Electronic Deposit REF= | From BANKCARD-1205 | | 3,122.25 |
| Mar 29 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,132.01 |
| Mar 29 | CV LAD Location/Ser# | Cash Vault Deposit | | 5,305.06 |
| Mar 30 | Electronic Deposit REF= | From - | | 3,635.00 |
| Mar 31 | Electronic Deposit REF= | From - | | 2,286.75 |

**Total Other Deposits** **$ 192,156.72**

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number · · ·**

### Other Withdrawals

| Date | Description of Transaction | | Ref Number | | Amount |
|---|---|---|---|---|---|
| Mar 1 | Internet Banking Payment | To Credit Card | | $ | 10,759.35- |
| Mar 2 | Electronic Withdrawal REF= | To | | | 3,181.74- |
| Mar 9 | Mobile Banking Payment | To Credit Card | | | 7,000.00- |
| Mar 9 | Internet Banking Transfer | To Account | | | 20,000.00- |
| Mar 10 | Electronic Withdrawal REF= | To Employers Insura | | | 5,781.00- |
| Mar 13 | Electronic Withdrawal REF= | To ANTHEM BLUE I01O | | | 2,799.10- |
| Mar 14 | Electronic Withdrawal REF= | To ATT | | | 62.08- |
| Mar 14 | Electronic Withdrawal REF= | To ATT 9864031004Payment | | | 66.38- |
| Mar 14 | Analysis Service Charge | | | | 210.26- |
| Mar 14 | Electronic Withdrawal REF= | To LADWP | | | 1,398.26- |
| Mar 22 | Electronic Withdrawal REF= | To BANDAI NAMCO | | | 300.00- |
| Mar 23 | Internet Banking Transfer | To Account | | | 22,000.00- |
| Mar 24 | Mobile Banking Payment | To Credit Card | | | 12,701.65- |
| | | | **Total Other Withdrawals** | **$** | **86,259.82-** |

### Checks Presented Conventionally

| Check | Date | Ref Number | Amount | Check | Date | Ref Number | Amount |
|---|---|---|---|---|---|---|---|
| | Mar 1 | | 1,142.36 | 5682 | Mar 20 | | 5,382.26 |
| | Mar 9 | | 6,620.48 | 5683 | Mar 17 | | 1,030.00 |
| | Mar 13 | | 225.00 | 5684 | Mar 20 | | 6,000.00 |
| | Mar 13 | | 495.00 | 5685 | Mar 20 | | 246.00 |
| | Mar 21 | | 300.00 | 5686 | Mar 27 | | 278.58 |
| | Mar 20 | | 78,066.22 | 5687 | Mar 27 | | 87.52 |
| | Mar 20 | | 450.00 | | | | |

**Conventional Checks Paid (13)** **$ 100,323.42-**

### Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| Mar 1 | 95,838.58 | Mar 13 | 106,452.51 | Mar 23 | 63,244.45 |
| Mar 2 | 94,247.84 | Mar 14 | 115,791.56 | Mar 24 | 53,469.30 |
| Mar 3 | 95,260.84 | Mar 15 | 129,001.78 | Mar 27 | 80,465.46 |
| Mar 6 | 114,036.34 | Mar 16 | 130,498.78 | Mar 28 | 89,594.71 |
| Mar 7 | 123,694.84 | Mar 17 | 131,625.03 | Mar 29 | 106,517.77 |
| Mar 8 | 133,538.84 | Mar 20 | 62,059.40 | Mar 30 | 110,152.77 |
| Mar 9 | 101,363.36 | Mar 21 | 70,928.40 | Mar 31 | 112,439.52 |
| Mar 10 | 97,348.36 | Mar 22 | 83,651.70 | | |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: February 2023

| | | |
|---|---|---|
| Account Number: | $ | 210.26 |
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 210.26 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

## ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 25 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 85 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| **ACH Services** | | | |
| ACH Received Addenda Item | 1 | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | 562 | 0.23000 | 129.26 |
| Cash Vault Deposit-Extended | 36 | 2.25000 | 81.00 |
| Subtotal: CVS Coin/Currency | | | 210.26 |
| Fee Based Service Charges for Account Number | | | $ 210.26 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 6 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

7244 TRN S Y ST01

# Business Statement

Account Number:

Statement Period:
Apr 3, 2023
through
Apr 30, 2023



000015569 00 SP 106481724709820 E
BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

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***Internet:*** *usbank.com*

## INFORMATION YOU SHOULD KNOW

Thank you for choosing U.S. Bank. We're committed to keeping you up to date on your account and would like to remind you of a recent change to our *Night Deposit Agreement*, effective April 14, 2023. If you utilize the night drop service, you may review the revised *Night Depository Service Standard Terms and Conditions* online at usbank.com, request a copy by calling 800-USBANKS (872-2657), or obtain a copy by visiting your local U.S. Bank branch. By continuing to use our night deposit services after April 14, 2023, you accept and agree to these updated terms. If you have any questions, please call us at U.S. Bank 24-Hour Banking at 800-USBANKS (872-2657).

## U.S. BANK GOLD - BUSINESS CHECKING

***Member FDIC***

U.S. Bank National Association

**Account Number**

### Account Summary

| | # Items | | |
|---|---|---|---|
| Beginning Balance on Apr 3 | | $ | 112,439.52 |
| Customer Deposits | 5 | | 7,919.00 |
| Other Deposits | 52 | | 233,567.59 |
| Card Withdrawals | 4 | | 1,416.74- |
| Other Withdrawals | 15 | | 86,540.43- |
| Checks Paid | 11 | | 144,413.27- |
| **Ending Balance on Apr 30, 2023** | | **$** | **121,555.67** |

Number of Days in Statement Period 30

### Customer Deposits

| *Number* | *Date* | *Ref Number* | *Amount* | *Number* | *Date* | *Ref Number* | *Amount* |
|---|---|---|---|---|---|---|---|
| | Apr 5 | | 620.00 | | Apr 19 | | 1,680.00 |
| | Apr 10 | | 2,579.00 | | Apr 26 | | 1,160.00 |
| | Apr 12 | | 1,880.00 | | | | |

**Total Customer Deposits** **$ 7,919.00**

### Other Deposits

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Apr 3 | CV LAD | Cash Vault Deposit | | $ 645.75 |
| Apr 3 | CV LAD | Cash Vault Deposit | | 928.25 |
| Apr 3 | CV LAD | Cash Vault Deposit | | 1,015.00 |
| Apr 3 | Electronic Deposit REF | From | | 2,585.50 |
| Apr 3 | Electronic Deposit REF= | From - | | 19,299.25 |
| Apr 4 | Electronic Deposit REF= | From - | | 10,894.00 |
| Apr 5 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,498.25 |
| Apr 5 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,879.50 |

## BALANCE YOUR ACCOUNT

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| TOTAL | $ |

Outstanding Withdrawals

| DATE | AMOUNT |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | $ |

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

## IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS

### In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

## IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

## CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE

### *What To Do If You Think You Find A Mistake on Your Statement*

If you think there is an error on your statement, write to us at:
U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:

- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Reserve Line Balance Computation Method:** To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

## REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

## CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

EQUAL HOUSING LENDER

Member FDIC

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Other Deposits (continued)

| *Date* | *Description of Transaction* | | *Ref Number* | *Amount* |
|---|---|---|---|---|
| Apr 5 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,776.25 |
| Apr 5 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,825.00 |
| Apr 5 | Electronic Deposit REF= | From BANKCARD- | | 6,189.50 |
| Apr 6 | Electronic Deposit REF= | From BANKCARD- | | 7,095.50 |
| Apr 7 | Electronic Deposit REF= | From BANKCARD- | | 6,262.00 |
| Apr 10 | CV LAD | Cash Vault Deposit | | 3,000.75 |
| Apr 10 | CV LAD | Cash Vault Deposit | | 3,804.92 |
| Apr 10 | CV LAD | Cash Vault Deposit | | 4,388.03 |
| Apr 10 | Electronic Deposit REF= | From BANKCARD- | | 6,649.00 |
| Apr 10 | Electronic Deposit REF= | From BANKCARD- | | 20,625.50 |
| Apr 11 | Electronic Deposit REF= | From BANKCARD- | | 7,079.14 |
| Apr 12 | CV LAD Location/Ser# | Cash Vault Deposit | | 603.11 |
| Apr 12 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,809.25 |
| Apr 12 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,443.50 |
| Apr 12 | Electronic Deposit REF= | From BANKCARD- | | 3,813.00 |
| Apr 12 | CV LAD Location/Ser# | Cash Vault Deposit | | 4,278.50 |
| Apr 13 | Electronic Deposit REF= | From BANKCARD- | | 3,755.00 |
| Apr 14 | Electronic Deposit REF= | From BANKCARD- | | 3,038.75 |
| Apr 17 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,015.25 |
| Apr 17 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,236.25 |
| Apr 17 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,523.00 |
| Apr 17 | Electronic Deposit REF= | From BANKCARD- | | 3,526.25 |
| Apr 17 | Electronic Deposit REF= | From BANKCARD- | | 17,932.25 |
| Apr 18 | Electronic Deposit REF= | From BANKCARD- | | 8,739.50 |
| Apr 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 486.50 |
| Apr 19 | Electronic Deposit REF= | From BANKCARD- | | 1,768.75 |
| Apr 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,276.75 |
| Apr 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,734.50 |
| Apr 19 | CV LAD Location/Ser# | Cash Vault Deposit | | 5,076.75 |
| Apr 20 | Electronic Deposit REF= | From BANKCARD- | | 1,873.00 |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association **Account Number**

### Other Deposits (continued)

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Apr 21 | Electronic Deposit REF= | From BANKCARD- | | 1,925.25 |
| Apr 24 | CV LAD Location/Ser# | Cash Vault Deposit | | 504.25 |
| Apr 24 | CV LAD Location/Ser# | Cash Vault Deposit | | 681.75 |
| Apr 24 | CV LAD Location/Ser# | Cash Vault Deposit | | 716.75 |
| Apr 24 | Electronic Deposit REF= | From BANKCARD- | | 1,868.00 |
| Apr 24 | Electronic Deposit REF= | From BANKCARD- | | 14,609.14 |
| Apr 25 | Electronic Deposit REF= | From BANKCARD- | | 9,173.00 |
| Apr 26 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,475.50 |
| Apr 26 | CV LAD Location/Ser# | Cash Vault Deposit | | 1,701.00 |
| Apr 26 | CV LAD Location/Ser# | Cash Vault Deposit | | 2,010.00 |
| Apr 26 | CV LAD Location/Ser# | Cash Vault Deposit | | 3,851.75 |
| Apr 26 | Electronic Deposit REF= | From BANKCARD- | | 6,844.75 |
| Apr 27 | Electronic Deposit REF= | From BANKCARD- | | 1,951.50 |
| Apr 28 | Electronic Deposit REF= | From BANKCARD- | | 1,884.00 |
| | | | **Total Other Deposits** | **$ 233,567.59** |

### Card Withdrawals

Card Number:

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Apr 3 | Debit Purchase | COSTCO WHSE #065 NORTH HOLLYWCA | | $ 473.11- |
| Apr 14 | Debit Purchase | COSTCO WHSE #065 NORTH HOLLYWCA | | 232.98- |
| Apr 19 | Debit Purchase | COSTCO WHSE #065 NORTH HOLLYWCA | | 278.32- |
| Apr 26 | Debit Purchase | COSTCO WHSE #065 NORTH HOLLYWCA | | 432.33- |
| | | | **Card 9422 Withdrawals Subtotal** | **$ 1,416.74-** |
| | | | **Total Card Withdrawals** | **$ 1,416.74-** |

### Other Withdrawals

| Date | Description of Transaction | | Ref Number | Amount |
|---|---|---|---|---|
| Apr 3 | Electronic Withdrawal REF= | To - | | $ 3,561.67- |
| Apr 5 | Internet Banking Payment | To Credit Card | | 5,000.00- |
| Apr 5 | Electronic Withdrawal REF= | To EMPLOYERS HOLD | | 5,572.00- |

## U.S. BANK GOLD - BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

**Account Number**

### Other Withdrawals (continued)

| Date | Description of Transaction | | | Ref Number | Amount |
|---|---|---|---|---|---|
| Apr 5 | Internet Banking Transfer | To Account | | | 22,000.00- |
| Apr 10 | Electronic Withdrawal | To ATT | | | 53.50- |
| | REF= | | | | |
| Apr 10 | Internet Banking Transfer | To Account | | | 4,000.00- |
| Apr 10 | Internet Banking Payment | To Credit Card | * | | 6,844.08- |
| Apr 11 | Electronic Withdrawal | To ANTHEM BLUE | | | 2,799.10- |
| | REF= | | | | |
| Apr 12 | Electronic Withdrawal | To LADWP | | | 1,493.82- |
| | REF= | | | | |
| Apr 13 | Electronic Withdrawal | To ATT | | | 53.50- |
| | REF= | | | | |
| Apr 14 | Analysis Service Charge | | | | 206.76- |
| Apr 24 | Electronic Withdrawal | To BANDAI NAMCO AA | | | 300.00- |
| | REF= | | | | |
| Apr 24 | Internet Banking Payment | To Credit Card | * | | 10,000.00- |
| Apr 24 | Internet Banking Transfer | To Account | | | 23,000.00- |
| Apr 28 | Electronic Withdrawal | To CA DEPT TAX FEE | | | 1,656.00- |
| | REF= | | | | |

**Total Other Withdrawals** **$ 86,540.43-**

### Checks Presented Conventionally

| Check | Date | Ref Number | Amount | Check | Date | Ref Number | Amount |
|---|---|---|---|---|---|---|---|
| | Apr 10 | | 3,290.75 | | Apr 10 | | 8,350.00 |
| | Apr 19 | | 6,250.00 | | Apr 13 | | 450.00 |
| | Apr 13 | | 8,300.00 | | Apr 24 | | 90,209.90 |
| | Apr 26 | | 12,500.00 | | Apr 24 | | 374.44 |
| | Apr 26 | | 6,250.00 | | Apr 26 | | 88.18 |
| | Apr 13 | | 8,350.00 | | | | |

* Gap in check sequence

**Conventional Checks Paid (11)** **$ 144,413.27-**

### Balance Summary

| Date | Ending Balance | Date | Ending Balance | Date | Ending Balance |
|---|---|---|---|---|---|
| Apr 3 | 132,878.49 | Apr 12 | 183,468.94 | Apr 21 | 217,935.13 |
| Apr 4 | 143,772.49 | Apr 13 | 170,070.44 | Apr 24 | 112,430.68 |
| Apr 5 | 132,988.99 | Apr 14 | 172,669.45 | Apr 25 | 121,603.68 |
| Apr 6 | 140,084.49 | Apr 17 | 197,902.45 | Apr 26 | 119,376.17 |
| Apr 7 | 146,346.49 | Apr 18 | 206,641.95 | Apr 27 | 121,327.67 |
| Apr 10 | 164,855.36 | Apr 19 | 214,136.88 | Apr 28 | 121,555.67 |
| Apr 11 | 169,135.40 | Apr 20 | 216,009.88 | | |

Balances only appear for days reflecting change.

## ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: March 2023

| | | |
|---|---|---|
| Account Number: | $ | 206.76 |
| Account Number: | $ | 0.00 |
| Account Number: | $ | 0.00 |
| Analysis Service Charge assessed to | $ | 206.76 |

[1] Financial institutions are required by the State of Iowa to charge sales taxes on certain service charges related to checking accounts. Any assessed tax has been itemized on your statement.

BUTTERFIELD GAMES
4989 SEPULVEDA BLVD
SHERMAN OAKS CA 91403-1509

**Business Statement**
Account Number:

Statement Period:
Apr 3, 2023
through
Apr 30, 2023



## ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 24 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 89 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| **ACH Services** | | | |
| ACH Received Addenda Item | 1 | | No Charge |
| Subtotal: ACH Services | | | 0.00 |
| **CVS Coin/Currency** | | | |
| Cash Dep-per $100-Extended | 537 | 0.23000 | 123.51 |
| Cash Vault Deposit-Extended | 37 | 2.25000 | 83.25 |
| Subtotal: CVS Coin/Currency | | | 206.76 |
| Fee Based Service Charges for Account Number | | | $ 206.76 |

### Service Activity Detail for Account Number

| *Service* | *Volume* | *Avg Unit Price* | *Total Charge* |
|---|---|---|---|
| **Depository Services** | | | |
| Combined Transactions/Items | 8 | | No Charge |
| Subtotal: Depository Services | | | 0.00 |
| Fee Based Service Charges for Account Number | | | $ 0.00 |

BANK OF AMERICA

P.O. Box 15284
Wilmington, DE 19850

BUTTERFIELD GAMES, INC

## Business Advantage

**Customer service information**

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

# Your combined statement

for April 01, 2023 to April 30, 2023

| Your deposit accounts | Account/plan number | Ending balance | Details on |
|---|---|---|---|
| Business Economy Checking | | $440.02 | Page 3 |
| Certificate of Deposit Accounts* | | $100,000.00 | Page 5 |
| **Total balance** | | **$100,440.02** | |

** Detailed information about this account is not included on this statement.*


REMEMBER

You've got a banking partner ready to help.

As your dedicated Small Business Banker, I'm here to help with all of your business's financial needs and priorities.

BUSINESS ADVANTAGE

**Contact me today.**

ERIC OYOLA

# IMPORTANT INFORMATION:
## BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

© 2023 Bank of America Corporation

Bank of America, N.A. Member FDIC and Equal Housing Lender

# Your Business Economy Checking

**BUTTERFIELD GAMES, INC**

## Account summary

| | |
|---|---|
| Beginning balance on April 1, 2023 | $437.48 |
| Deposits and other credits | 2.54 |
| Withdrawals and other debits | -0.00 |
| Checks | -0.00 |
| Service fees | -0.00 |
| **Ending balance on April 30, 2023** | **$440.02** |

# of deposits/credits: 1

# of withdrawals/debits: 0

# of deposited items: 0

# of days in cycle: 30

Average ledger balance: $439.85

## Deposits and other credits

| Date | Description | | Amount |
|---|---|---|---|
| 04/03/23 | INDN:INTEREST TRANSFER | CO | 2.54 |
| **Total deposits and other credits** | | | **$2.54** |

## Daily ledger balances

| Date | Balance ($) | Date | Balance($) |
|---|---|---|---|
| 04/01 | 437.48 | 04/03 | 440.02 |


## Important information about a trending payment scam

- **We will never** call and ask you to send money using Zelle® to yourself or anyone else.
- **We will never** contact you via phone or text to ask for a security code.
- If anyone reaches out to you and asks you to send money or provide a code, it is likely a scam. Bank of America will not do this.

Learn more about trending scams at **bofa.com/helpprotectyourself**

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

SSM-08-22-0187.B | 4956677

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# Your Certificate of Deposit Accounts

## Account summary

**BUTTERFIELD GAMES, INC PLEDGED TO THE DEPARTMENT OF RECREA TION AND PARKS, CITY OF LOS ANGELES**

| Account | Account number | Interest rate (%) | Maturity date | Balance |
|---|---|---|---|---|
| Fixed Term CD | | | 10/22/23 | 100,000.00 |
| **Total balance** | | | | **$100,000.00** |

| | |
|---|---|
| **Total CD balance** | **$100,000.00** |

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Butterfield Games, Inc

# COMPARATIVE FINANCIAL STATEMENTS

FOR THE PERIOD ENDING MARCH 31, 2023

Prepared for Butterfield Games, Inc.

Prepared by Dierdre L. Finch, E.A.
Premier Accounting & Tax, Inc.

Date Prepared: 04/28/2023

PREMIER
ACCOUNTING & TAX

April 28, 2023

Matt Mazzaroli
Butterfield Games, Inc.

Mike & Matt:

Per your request we have compiled and reviewed the accompanying balance sheets of Butterfield Games, Inc. as of March 31, 2023 and the related statements of income and cash flow for the periods then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Butterfield Games, Inc.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Premier Accounting & Tax, Inc.

# Butterfield Games, Inc
## Balance Sheet
### As of March 31, 2023

| | Mar 31, 23 | Mar 31, 22 | $ Change | % Change |
|---|---|---|---|---|
| **ASSETS** | | | | |
| **Current Assets** | | | | |
| **Checking/Savings** | | | | |
| **Cash** | | | | |
| **US Bank - Operating Acct (9052)** | 112,439.52 | 165,054.39 | (52,614.87) | (31.88%) |
| **US Bank - ATM (9045)** | 5,575.05 | 6,237.25 | (662.20) | (10.62%) |
| **US Bank - Payroll Acct (9060)** | 5,580.71 | 13,093.44 | (7,512.73) | (57.38%) |
| **Registers** | 2,000.00 | 2,000.00 | 0.00 | 0.0% |
| **Cash - ATM Machine** | 5,560.00 | 5,980.00 | (420.00) | (7.02%) |
| **Union Bank Checking** | 351.98 | 365.18 | (13.20) | (3.62%) |
| **Performance Bond-Union Bank** | 60,000.00 | 60,000.00 | 0.00 | 0.0% |
| **Bank of America Checking** | 427.61 | 407.47 | 20.14 | 4.94% |
| **Performance Bonds-Bank of Amer** | 100,000.00 | 100,000.00 | 0.00 | 0.0% |
| **Total Cash** | 291,934.87 | 353,137.73 | (61,202.86) | (17.33%) |
| **Total Checking/Savings** | 291,934.87 | 353,137.73 | (61,202.86) | (17.33%) |
| **Accounts Receivable** | | | | |
| **Accounts Receivable** | | | | |
| **ATM Receivable** | 376.04 | 501.00 | (124.96) | (24.94%) |
| **Total Accounts Receivable** | 376.04 | 501.00 | (124.96) | (24.94%) |
| **Total Accounts Receivable** | 376.04 | 501.00 | (124.96) | (24.94%) |
| **Other Current Assets** | | | | |
| **ERC Receivable** | 0.00 | 100,006.42 | (100,006.42) | (100.0%) |
| **Other Current Assets** | | | | |
| **Game Credits** | 800.40 | 800.40 | 0.00 | 0.0% |
| **Total Other Current Assets** | 800.40 | 800.40 | 0.00 | 0.0% |
| **Total Other Current Assets** | 800.40 | 100,806.82 | (100,006.42) | (99.21%) |
| **Total Current Assets** | 293,111.31 | 454,445.55 | (161,334.24) | (35.5%) |
| **Fixed Assets** | | | | |
| **Fixed Assets** | | | | |
| **Equipment** | 189,046.78 | 155,045.68 | 34,001.10 | 21.93% |
| **Furniture & Fixtures** | 41,038.91 | 41,038.91 | 0.00 | 0.0% |
| **Leasehold Improvements** | 50,327.95 | 50,327.95 | 0.00 | 0.0% |
| **Video & Non-Video Games** | 1,205,247.34 | 1,212,458.17 | (7,210.83) | (0.6%) |
| **Total Fixed Assets** | 1,485,660.98 | 1,458,870.71 | 26,790.27 | 1.84% |
| **Accumulated Depreciation** | (1,451,938.33) | (1,473,069.89) | 21,131.56 | 1.44% |
| **Total Fixed Assets** | 33,722.65 | (14,199.18) | 47,921.83 | 337.5% |
| **Other Assets** | | | | |
| **Other Assets** | | | | |
| **Contributed Capital** | 100.00 | 100.00 | 0.00 | 0.0% |
| **Deposits** | 8,000.00 | 8,000.00 | 0.00 | 0.0% |
| **Total Other Assets** | 8,100.00 | 8,100.00 | 0.00 | 0.0% |
| **Total Other Assets** | 8,100.00 | 8,100.00 | 0.00 | 0.0% |
| **TOTAL ASSETS** | **334,933.96** | **448,346.37** | **(113,412.41)** | **(25.3%)** |


**See Accountant's Compilation Report**
**Restricted for Management Use Only**

# Butterfield Games, Inc
## Balance Sheet
### As of March 31, 2023

| | Mar 31, 23 | Mar 31, 22 | $ Change | % Change |
|---|---|---|---|---|
| **LIABILITIES & EQUITY** | | | | |
| **Liabilities** | | | | |
| **Current Liabilities** | | | | |
| **Credit Cards** | | | | |
| **US Bank - Central (0201)** | 9,593.59 | 6,111.12 | 3,482.47 | 56.99% |
| **Total Credit Cards** | 9,593.59 | 6,111.12 | 3,482.47 | 56.99% |
| **Other Current Liabilities** | | | | |
| **Direct Deposit Liabilities** | (0.02) | (14,410.28) | 14,410.26 | 100.0% |
| **Other Current Liabilities** | | | | |
| **Sales Tax Payable** | 1,655.82 | 1,330.11 | 325.71 | 24.49% |
| **Use Tax Payable** | 1,171.54 | 2,281.44 | (1,109.90) | (48.65%) |
| **Property Tax Payable** | (70,147.71) | (43,751.64) | (26,396.07) | (60.33%) |
| **Rent Payable** | 90,209.70 | 102,894.13 | (12,684.43) | (12.33%) |
| **Total Other Current Liabilities** | 22,889.35 | 62,754.04 | (39,864.69) | (63.53%) |
| **Payroll Liabilities** | 110.49 | 480.95 | (370.46) | (77.03%) |
| **Total Other Current Liabilities** | 22,999.82 | 48,824.71 | (25,824.89) | (52.89%) |
| **Total Current Liabilities** | 32,593.41 | 54,935.83 | (22,342.42) | (40.67%) |
| **Long Term Liabilities** | | | | |
| **Long Term Liabilities** | | | | |
| **SBA EIDL** | 0.00 | 80,000.00 | (80,000.00) | (100.0%) |
| **Total Long Term Liabilities** | 0.00 | 80,000.00 | (80,000.00) | (100.0%) |
| **Total Long Term Liabilities** | 0.00 | 80,000.00 | (80,000.00) | (100.0%) |
| **Total Liabilities** | 32,593.41 | 134,935.83 | (102,342.42) | (75.85%) |
| **Equity** | | | | |
| **Common Stock** | 100.00 | 100.00 | 0.00 | 0.0% |
| **Retained Earnings** | 250,644.72 | 290,099.19 | (39,454.47) | (13.6%) |
| **Net Income** | 51,595.83 | 23,211.35 | 28,384.48 | 122.29% |
| **Total Equity** | 302,340.55 | 313,410.54 | (11,069.99) | (3.53%) |
| **TOTAL LIABILITIES & EQUITY** | **334,933.96** | **448,346.37** | **(113,412.41)** | **(25.3%)** |

# Butterfield Games, Inc
## Profit & Loss Prev Year Comparison
### January through March 2023

| | Jan - Mar 23 | Jan - Mar 22 | $ Change | % Change |
|---|---|---|---|---|
| **Ordinary Income/Expense** | | | | |
| **Income** | | | | |
| **Revenue** | | | | |
| **Kiosk/POS Stations** | 561,150.11 | 584,806.53 | (23,656.42) | (4.05%) |
| **City Register Sales** | 8,276.00 | 3,928.00 | 4,348.00 | 110.69% |
| **Total Revenue** | 569,426.11 | 588,734.53 | (19,308.42) | (3.28%) |
| **Other Income** | | | | |
| **Snacks & Drinks** | 22,873.15 | 18,895.28 | 3,977.87 | 21.05% |
| **ATM Income** | 375.74 | 501.00 | (125.26) | (25.0%) |
| **Interest Income** | 0.00 | 24.67 | (24.67) | (100.0%) |
| **Filming Income** | 0.00 | 1,500.00 | (1,500.00) | (100.0%) |
| **Miscellaneous Income** | 25,000.00 | 625.00 | 24,375.00 | 3,900.0% |
| **Total Other Income** | 48,248.89 | 21,545.95 | 26,702.94 | 123.94% |
| **Total Income** | 617,675.00 | 610,280.48 | 7,394.52 | 1.21% |
| **Cost of Goods Sold** | | | | |
| **Cost of Godds Sold** | | | | |
| **Water & Snacks** | 4,580.22 | 3,176.27 | 1,403.95 | 44.2% |
| **Total Cost of Godds Sold** | 4,580.22 | 3,176.27 | 1,403.95 | 44.2% |
| **Total COGS** | 4,580.22 | 3,176.27 | 1,403.95 | 44.2% |
| **Gross Profit** | 613,094.78 | 607,104.21 | 5,990.57 | 0.99% |
| **Expense** | | | | |
| **Arcade Expenses** | | | | |
| **Arcade - Prizes** | 35,645.81 | 19,897.54 | 15,748.27 | 79.15% |
| **Arcade - Repairs & Maint** | 23,512.76 | 17,389.19 | 6,123.57 | 35.22% |
| **Arcade - Magnetic Cards** | 6,852.63 | 0.00 | 6,852.63 | 100.0% |
| **Cleaning & Janitorial** | 1,875.82 | 1,038.07 | 837.75 | 80.7% |
| **Licensing Fees** | 2,941.37 | 3,400.00 | (458.63) | (13.49%) |
| **Rent** | 252,382.27 | 260,717.04 | (8,334.77) | (3.2%) |
| **Utilities** | 4,279.92 | 3,527.51 | 752.41 | 21.33% |
| **Total Arcade Expenses** | 327,490.58 | 305,969.35 | 21,521.23 | 7.03% |
| **Salary and Wage Expense** | | | | |
| **Officer's Salaries** | 29,196.00 | 28,983.83 | 212.17 | 0.73% |
| **Employee Wages** | 118,046.91 | 100,210.67 | 17,836.24 | 17.8% |
| **Health Benefits** | 0.00 | 1,639.13 | (1,639.13) | (100.0%) |
| **FICA Expense** | 11,238.80 | 9,868.89 | 1,369.91 | 13.88% |
| **SUTA Expense** | 1,594.29 | 1,892.02 | (297.73) | (15.74%) |
| **FUTA Expense** | 519.76 | 493.57 | 26.19 | 5.31% |
| **Health Insurance** | 8,045.97 | 7,771.38 | 274.59 | 3.53% |
| **Simple IRA Match** | 3,323.50 | 2,644.56 | 678.94 | 25.67% |
| **Payroll Service Charges** | 0.00 | 213.50 | (213.50) | (100.0%) |
| **Worker Comp Insurance** | 5,781.00 | 0.00 | 5,781.00 | 100.0% |
| **Total Salary and Wage Expense** | 177,746.23 | 153,717.55 | 24,028.68 | 15.63% |

# Butterfield Games, Inc
## Profit & Loss Prev Year Comparison
### January through March 2023

| | Jan - Mar 23 | Jan - Mar 22 | $ Change | % Change |
|---|---|---|---|---|
| Administrative Expenses | | | | |
| Advertising | 916.65 | 1,030.61 | (113.96) | (11.06%) |
| Accounting Expense | 3,200.00 | 1,937.50 | 1,262.50 | 65.16% |
| Armored Car Service | 1,097.24 | 1,619.64 | (522.40) | (32.25%) |
| Automobile Expense | 1,663.99 | 2,821.24 | (1,157.25) | (41.02%) |
| Computer Expense | 0.00 | 208.98 | (208.98) | (100.0%) |
| Dues and Subscriptions | 44.97 | 38.97 | 6.00 | 15.4% |
| Freight | 0.00 | 1,624.39 | (1,624.39) | (100.0%) |
| Insurance - Liability | 20,000.00 | 0.00 | 20,000.00 | 100.0% |
| Legal Expense | 2,826.05 | 17,827.70 | (15,001.65) | (84.15%) |
| Licenses and Permits | 1,289.86 | 1,314.86 | (25.00) | (1.9%) |
| Meals & Entertainment | 3,155.48 | 4,803.80 | (1,648.32) | (34.31%) |
| Office Expense | 888.34 | 1,431.20 | (542.86) | (37.93%) |
| Postage and Delivery | 118.86 | 144.31 | (25.45) | (17.64%) |
| Supplies Expense | 783.82 | 2,646.33 | (1,862.51) | (70.38%) |
| Telephone | 853.81 | 1,126.24 | (272.43) | (24.19%) |
| Travel | 4,451.31 | 4,876.63 | (425.32) | (8.72%) |
| Total Administrative Expenses | 41,290.38 | 43,452.40 | (2,162.02) | (4.98%) |
| Other Expense | | | | |
| Bank Service Charges | 602.94 | 527.14 | 75.80 | 14.38% |
| CC Merchant Fees | 2,923.26 | 8,491.82 | (5,568.56) | (65.58%) |
| Depreciation Expense | | | | |
| Sec 179 / Bonus Depr Expense | 9,603.29 | 63,570.76 | (53,967.47) | (84.89%) |
| Depreciation Exp - Ordinary | 0.00 | 50.01 | (50.01) | (100.0%) |
| Total Depreciation Expense | 9,603.29 | 63,620.77 | (54,017.48) | (84.91%) |
| Interest Expense | 293.33 | 0.00 | 293.33 | 100.0% |
| Taxes - Occupancy | 377.40 | 1,223.35 | (845.95) | (69.15%) |
| Taxes - Property | 0.00 | 4,221.11 | (4,221.11) | (100.0%) |
| Taxes - Use Tax | 1,171.54 | 2,669.37 | (1,497.83) | (56.11%) |
| Total Other Expense | 14,971.76 | 80,753.56 | (65,781.80) | (81.46%) |
| Total Expense | 561,498.95 | 583,892.86 | (22,393.91) | (3.84%) |
| Net Ordinary Income | 51,595.83 | 23,211.35 | 28,384.48 | 122.29% |
| **Net Income** | **51,595.83** | **23,211.35** | **28,384.48** | **122.29%** |

# Butterfield Games, Inc
## YTD Profit & Loss by Month
### January through March 2023

| | Jan 23 | Feb 23 | Mar 23 | TOTAL |
|---|---|---|---|---|
| **Ordinary Income/Expense** | | | | |
| **Income** | | | | |
| **Revenue** | | | | |
| **Kiosk/POS Stations** | 204,785.09 | 179,641.99 | 176,723.03 | 561,150.11 |
| **City Register Sales** | 1,695.00 | 2,765.00 | 3,816.00 | 8,276.00 |
| **Total Revenue** | 206,480.09 | 182,406.99 | 180,539.03 | 569,426.11 |
| **Other Income** | | | | |
| **Snacks & Drinks** | 7,576.41 | 7,178.45 | 8,118.29 | 22,873.15 |
| **ATM Income** | 104.56 | 127.81 | 143.37 | 375.74 |
| **Miscellaneous Income** | 0.00 | 25,000.00 | 0.00 | 25,000.00 |
| **Total Other Income** | 7,680.97 | 32,306.26 | 8,261.66 | 48,248.89 |
| **Total Income** | 214,161.06 | 214,713.25 | 188,800.69 | 617,675.00 |
| **Cost of Goods Sold** | | | | |
| **Cost of Godds Sold** | | | | |
| **Water & Snacks** | 1,395.16 | 2,072.20 | 1,112.86 | 4,580.22 |
| **Total Cost of Godds Sold** | 1,395.16 | 2,072.20 | 1,112.86 | 4,580.22 |
| **Total COGS** | 1,395.16 | 2,072.20 | 1,112.86 | 4,580.22 |
| **Gross Profit** | 212,765.90 | 212,641.05 | 187,687.83 | 613,094.78 |
| **Expense** | | | | |
| **Arcade Expenses** | | | | |
| **Arcade - Prizes** | 16,944.85 | 7,670.93 | 11,030.03 | 35,645.81 |
| **Arcade - Repairs & Maint** | 4,253.14 | 6,746.61 | 12,513.01 | 23,512.76 |
| **Arcade - Magnetic Cards** | 0.00 | 6,852.63 | 0.00 | 6,852.63 |
| **Cleaning & Janitorial** | 1,233.72 | 138.01 | 504.09 | 1,875.82 |
| **Licensing Fees** | 1,470.39 | 735.49 | 735.49 | 2,941.37 |
| **Rent** | 84,106.35 | 78,066.02 | 90,209.90 | 252,382.27 |
| **Utilities** | 1,488.61 | 1,393.05 | 1,398.26 | 4,279.92 |
| **Total Arcade Expenses** | 109,497.06 | 101,602.74 | 116,390.78 | 327,490.58 |
| **Salary and Wage Expense** | | | | |
| **Officer's Salaries** | 11,951.80 | 7,407.68 | 9,836.52 | 29,196.00 |
| **Employee Wages** | 37,067.55 | 33,789.26 | 47,190.10 | 118,046.91 |
| **FICA Expense** | 3,743.90 | 3,143.88 | 4,351.02 | 11,238.80 |
| **SUTA Expense** | 790.04 | 408.38 | 395.87 | 1,594.29 |
| **FUTA Expense** | 235.93 | 144.12 | 139.71 | 519.76 |
| **Health Insurance** | 2,698.72 | 2,698.72 | 2,648.53 | 8,045.97 |
| **Simple IRA Match** | 1,046.82 | 908.01 | 1,368.67 | 3,323.50 |
| **Worker Comp Insurance** | 0.00 | 0.00 | 5,781.00 | 5,781.00 |
| **Total Salary and Wage Expense** | 57,534.76 | 48,500.05 | 71,711.42 | 177,746.23 |
| **Administrative Expenses** | | | | |
| **Advertising** | 340.09 | 126.56 | 450.00 | 916.65 |
| **Accounting Expense** | 450.00 | 1,000.00 | 1,750.00 | 3,200.00 |
| **Armored Car Service** | 260.38 | 558.28 | 278.58 | 1,097.24 |
| **Automobile Expense** | 459.54 | 685.20 | 519.25 | 1,663.99 |

# Butterfield Games, Inc
## YTD Profit & Loss by Month
### January through March 2023

| | Jan 23 | Feb 23 | Mar 23 | TOTAL |
|---|---|---|---|---|
| Dues and Subscriptions | 14.99 | 14.99 | 14.99 | 44.97 |
| Insurance - Liability | 6,000.00 | 8,000.00 | 6,000.00 | 20,000.00 |
| Legal Expense | 2,226.05 | 600.00 | 0.00 | 2,826.05 |
| Licenses and Permits | 1,289.86 | 0.00 | 0.00 | 1,289.86 |
| Meals & Entertainment | 862.87 | 1,322.51 | 970.10 | 3,155.48 |
| Office Expense | 250.35 | 167.59 | 470.40 | 888.34 |
| Postage and Delivery | 13.95 | 13.95 | 90.96 | 118.86 |
| Supplies Expense | 177.96 | 258.36 | 347.50 | 783.82 |
| Telephone | 390.35 | 234.00 | 229.46 | 853.81 |
| Travel | 0.00 | 1,329.16 | 3,122.15 | 4,451.31 |
| Total Administrative Expenses | 12,736.39 | 14,310.60 | 14,243.39 | 41,290.38 |
| Other Expense | | | | |
| Bank Service Charges | 197.40 | 195.28 | 210.26 | 602.94 |
| CC Merchant Fees | 2,975.66 | 3,376.36 | (3,428.76) | 2,923.26 |
| Depreciation Expense | | | | |
| Sec 179 / Bonus Depr Expense | 0.00 | 0.00 | 9,603.29 | 9,603.29 |
| Depreciation Exp - Oridinary | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Depreciation Expense | 0.00 | 0.00 | 9,603.29 | 9,603.29 |
| Interest Expense | 293.33 | 0.00 | 0.00 | 293.33 |
| Taxes - Occupancy | 0.00 | 377.40 | 0.00 | 377.40 |
| Taxes - Use Tax | 0.00 | 0.00 | 1,171.54 | 1,171.54 |
| Total Other Expense | 3,466.39 | 3,949.04 | 7,556.33 | 14,971.76 |
| Total Expense | 183,234.60 | 168,362.43 | 209,901.92 | 561,498.95 |
| Net Ordinary Income | 29,531.30 | 44,278.62 | (22,214.09) | 51,595.83 |
| **Net Income** | **29,531.30** | **44,278.62** | **(22,214.09)** | **51,595.83** |

Butterfield Games, Inc

# COMPARATIVE FINANCIAL STATEMENTS

FOR THE PERIOD ENDING DECEMBER 31, 2022

Prepared for Butterfield Games, Inc.

Prepared by Dierdre L. Finch, E.A.
Premier Accounting & Tax, Inc.

Date Prepared: 01/23/2023

PREMIER
ACCOUNTING & TAX

January 23, 2023

Mike Mazzaroli
Matt Mazzaroli
Butterfield Games, Inc.

Mike & Matt:

Per your request we have compiled and reviewed the accompanying balance sheets of Butterfield Games, Inc. as of December 31, 2022 and the related statements of income and cash flow for the periods then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Butterfield Games, Inc.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Premier Accounting & Tax, Inc.

# Butterfield Games, Inc
## Balance Sheet
### As of December 31, 2022

| | Dec 31, 22 | Dec 31, 21 | $ Change | % Change |
|---|---|---|---|---|
| **ASSETS** | | | | |
| **Current Assets** | | | | |
| **Checking/Savings** | | | | |
| **Cash** | | | | |
| **US Bank - Operating Acct (9052)** | 60,622.43 | 89,263.72 | (28,641.29) | (32.09%) |
| **US Bank - ATM (9045)** | 5,354.68 | 15,593.59 | (10,238.91) | (65.66%) |
| **US Bank - Payroll Acct (9060)** | 2,520.71 | 10,152.95 | (7,632.24) | (75.17%) |
| **Registers** | 2,000.00 | 2,000.00 | 0.00 | 0.0% |
| **Cash - ATM Machine** | 5,580.00 | 5,720.00 | (140.00) | (2.45%) |
| **Union Bank Checking** | 351.98 | 350.38 | 1.60 | 0.46% |
| **Performance Bond-Union Bank** | 60,000.00 | 60,000.00 | 0.00 | 0.0% |
| **Bank of America Checking** | 427.61 | 397.60 | 30.01 | 7.55% |
| **Performance Bonds-Bank of Amer** | 100,000.00 | 100,000.00 | 0.00 | 0.0% |
| **Total Cash** | 236,857.41 | 283,478.24 | (46,620.83) | (16.45%) |
| **Total Checking/Savings** | 236,857.41 | 283,478.24 | (46,620.83) | (16.45%) |
| **Accounts Receivable** | | | | |
| **Accounts Receivable** | | | | |
| **ATM Receivable** | 354.30 | 434.00 | (79.70) | (18.36%) |
| **Total Accounts Receivable** | 354.30 | 434.00 | (79.70) | (18.36%) |
| **Total Accounts Receivable** | 354.30 | 434.00 | (79.70) | (18.36%) |
| **Other Current Assets** | | | | |
| **ERC Receivable** | 0.00 | 100,006.42 | (100,006.42) | (100.0%) |
| **Other Current Assets** | | | | |
| **Prepaid Expenses** | 0.00 | 25,000.00 | (25,000.00) | (100.0%) |
| **Game Credits** | 800.40 | 800.40 | 0.00 | 0.0% |
| **Total Other Current Assets** | 800.40 | 25,800.40 | (25,000.00) | (96.9%) |
| **Total Other Current Assets** | 800.40 | 125,806.82 | (125,006.42) | (99.36%) |
| **Total Current Assets** | 238,012.11 | 409,719.06 | (171,706.95) | (41.91%) |
| **Fixed Assets** | | | | |
| **Fixed Assets** | | | | |
| **Equipment** | 189,046.78 | 155,045.68 | 34,001.10 | 21.93% |
| **Furniture & Fixtures** | 41,038.91 | 41,038.91 | 0.00 | 0.0% |
| **Leasehold Improvements** | 50,327.95 | 50,327.95 | 0.00 | 0.0% |
| **Video & Non-Video Games** | 1,195,644.05 | 1,162,958.17 | 32,685.88 | 2.81% |
| **Total Fixed Assets** | 1,476,057.69 | 1,409,370.71 | 66,686.98 | 4.73% |
| **Accumulated Depreciation** | (1,442,335.04) | (1,409,449.12) | (32,885.92) | (2.33%) |
| **Total Fixed Assets** | 33,722.65 | (78.41) | 33,801.06 | 43,108.1% |
| **Other Assets** | | | | |
| **Other Assets** | | | | |
| **Contributed Capital** | 100.00 | 100.00 | 0.00 | 0.0% |
| **Deposits** | 8,000.00 | 8,000.00 | 0.00 | 0.0% |
| **Total Other Assets** | 8,100.00 | 8,100.00 | 0.00 | 0.0% |
| **Total Other Assets** | 8,100.00 | 8,100.00 | 0.00 | 0.0% |
| **TOTAL ASSETS** | **279,834.76** | **417,740.65** | **(137,905.89)** | **(33.01%)** |


**See Accountant's Compilation Report**
**Restricted for Management Use Only**

# Butterfield Games, Inc
## Balance Sheet
### As of December 31, 2022

| | Dec 31, 22 | Dec 31, 21 | $ Change | % Change |
|---|---|---|---|---|
| **LIABILITIES & EQUITY** | | | | |
| **Liabilities** | | | | |
| **Current Liabilities** | | | | |
| **Credit Cards** | | | | |
| **US Bank - Central (0201)** | 20,423.74 | 746.26 | 19,677.48 | 2,636.81% |
| **Total Credit Cards** | 20,423.74 | 746.26 | 19,677.48 | 2,636.81% |
| **Other Current Liabilities** | | | | |
| **Direct Deposit Liabilities** | (0.02) | (0.02) | 0.00 | 0.0% |
| **Other Current Liabilities** | | | | |
| **Sales Tax Payable** | 1,408.97 | 1,184.39 | 224.58 | 18.96% |
| **Use Tax Payable** | 5,194.24 | 2,045.38 | 3,148.86 | 153.95% |
| **Property Tax Payable** | (70,147.71) | (43,751.64) | (26,396.07) | (60.33%) |
| **Rent Payable** | 71,718.05 | 57,304.99 | 14,413.06 | 25.15% |
| **Total Other Current Liabilities** | 8,173.55 | 16,783.12 | (8,609.57) | (51.3%) |
| **Payroll Liabilities** | 17.59 | 12.10 | 5.49 | 45.37% |
| **Total Other Current Liabilities** | 8,191.12 | 16,795.20 | (8,604.08) | (51.23%) |
| **Total Current Liabilities** | 28,614.86 | 17,541.46 | 11,073.40 | 63.13% |
| **Long Term Liabilities** | | | | |
| **Long Term Liabilities** | | | | |
| **SBA EIDL** | 0.00 | 110,000.00 | (110,000.00) | (100.0%) |
| **Total Long Term Liabilities** | 0.00 | 110,000.00 | (110,000.00) | (100.0%) |
| **Total Long Term Liabilities** | 0.00 | 110,000.00 | (110,000.00) | (100.0%) |
| **Total Liabilities** | 28,614.86 | 127,541.46 | (98,926.60) | (77.56%) |
| **Equity** | | | | |
| **AAA Distributuions** | | | | |
| **Mary Flores** | (25,050.00) | 0.00 | (25,050.00) | (100.0%) |
| **Elias Perez** | (24,900.00) | 0.00 | (24,900.00) | (100.0%) |
| **Matt Mazzaroli** | (25,050.00) | 0.00 | (25,050.00) | (100.0%) |
| **Elissa Butterfield** | (30,044.70) | 0.00 | (30,044.70) | (100.0%) |
| **Mike Mazzaroli** | (45,178.77) | 0.00 | (45,178.77) | (100.0%) |
| **Lloyd Butterfileld Estate** | (30,044.70) | 0.00 | (30,044.70) | (100.0%) |
| **Laura Butterfield** | (60,089.39) | 0.00 | (60,089.39) | (100.0%) |
| **Total AAA Distributuions** | (240,357.56) | 0.00 | (240,357.56) | (100.0%) |
| **Common Stock** | 100.00 | 100.00 | 0.00 | 0.0% |
| **Retained Earnings** | 290,099.19 | (66,295.96) | 356,395.15 | 537.58% |
| **Net Income** | 201,378.27 | 356,395.15 | (155,016.88) | (43.5%) |
| **Total Equity** | 251,219.90 | 290,199.19 | (38,979.29) | (13.43%) |
| **TOTAL LIABILITIES & EQUITY** | **279,834.76** | **417,740.65** | **(137,905.89)** | **(33.01%)** |

# Butterfield Games, Inc
## Profit & Loss Prev Year Comparison
### January through December 2022

| | Jan - Dec 22 | Jan - Dec 21 | $ Change | % Change |
|---|---|---|---|---|
| **Ordinary Income/Expense** | | | | |
| **Income** | | | | |
| **Revenue** | | | | |
| **Kiosk/POS Stations** | 2,433,237.11 | 1,839,175.19 | 594,061.92 | 32.3% |
| **City Register Sales** | 23,638.50 | 8,265.00 | 15,373.50 | 186.01% |
| **Total Revenue** | 2,456,875.61 | 1,847,440.19 | 609,435.42 | 32.99% |
| **Other Income** | | | | |
| **Snacks & Drinks** | 108,532.42 | 65,118.61 | 43,413.81 | 66.67% |
| **ATM Income** | 2,011.00 | 1,735.00 | 276.00 | 15.91% |
| **Groupon Income** | 0.00 | 0.00 | 0.00 | 0.0% |
| **Interest Income** | 385.56 | 57.14 | 328.42 | 574.76% |
| **Filming Income** | 36,500.00 | 25,000.00 | 11,500.00 | 46.0% |
| **Miscellaneous Income** | 2,925.00 | 3,475.04 | (550.04) | (15.83%) |
| **Total Other Income** | 150,353.98 | 95,385.79 | 54,968.19 | 57.63% |
| **Total Income** | 2,607,229.59 | 1,942,825.98 | 664,403.61 | 34.2% |
| **Cost of Goods Sold** | | | | |
| **Cost of Godds Sold** | | | | |
| **Water & Snacks** | 20,130.50 | 9,722.05 | 10,408.45 | 107.06% |
| **Total Cost of Godds Sold** | 20,130.50 | 9,722.05 | 10,408.45 | 107.06% |
| **Total COGS** | 20,130.50 | 9,722.05 | 10,408.45 | 107.06% |
| **Gross Profit** | 2,587,099.09 | 1,933,103.93 | 653,995.16 | 33.83% |
| **Expense** | | | | |
| **Arcade Expenses** | | | | |
| **Arcade - Prizes** | 110,302.98 | 99,326.13 | 10,976.85 | 11.05% |
| **Arcade - Repairs & Maint** | 116,158.62 | 80,582.50 | 35,576.12 | 44.15% |
| **Arcade - Tokens** | 1,488.38 | 0.00 | 1,488.38 | 100.0% |
| **Arcade - Magnetic Cards** | 6,621.39 | 25,617.52 | (18,996.13) | (74.15%) |
| **Cleaning & Janitorial** | 6,880.63 | 4,663.61 | 2,217.02 | 47.54% |
| **Game Leasing** | 300.00 | 0.00 | 300.00 | 100.0% |
| **Licensing Fees** | 5,800.00 | 4,305.00 | 1,495.00 | 34.73% |
| **Rent** | 1,118,535.12 | 835,275.96 | 283,259.16 | 33.91% |
| **Utilities** | 16,357.92 | 9,641.68 | 6,716.24 | 69.66% |
| **Total Arcade Expenses** | 1,382,445.04 | 1,059,412.40 | 323,032.64 | 30.49% |
| **Salary and Wage Expense** | | | | |
| **Officer's Salaries** | 127,791.29 | 95,581.28 | 32,210.01 | 33.7% |
| **Employee Wages** | 466,530.23 | 314,455.70 | 152,074.53 | 48.36% |
| **Hourly Wages-HB** | 0.00 | 742.19 | (742.19) | (100.0%) |
| **Health Benefits** | 4,860.73 | 0.00 | 4,860.73 | 100.0% |
| **FICA Expense** | 45,402.98 | 29,144.10 | 16,258.88 | 55.79% |
| **SUTA Expense** | 3,366.42 | 3,176.46 | 189.96 | 5.98% |
| **FUTA Expense** | 878.21 | 819.77 | 58.44 | 7.13% |
| **Health Insurance** | 30,589.13 | 26,470.61 | 4,118.52 | 15.56% |
| **Simple IRA Match** | 12,166.59 | 8,952.01 | 3,214.58 | 35.91% |

# Butterfield Games, Inc
## Profit & Loss Prev Year Comparison
### January through December 2022

| | Jan - Dec 22 | Jan - Dec 21 | $ Change | % Change |
|---|---|---|---|---|
| Payroll Service Charges | 820.75 | 514.50 | 306.25 | 59.52% |
| Worker Comp Insurance | 3,435.00 | 7,789.60 | (4,354.60) | (55.9%) |
| ERC Offset | 0.00 | (81,912.02) | 81,912.02 | 100.0% |
| Total Salary and Wage Expense | 695,841.33 | 405,734.20 | 290,107.13 | 71.5% |
| Administrative Expenses | | | | |
| Advertising | 6,271.73 | 3,838.41 | 2,433.32 | 63.39% |
| Accounting Expense | 8,870.00 | 11,591.25 | (2,721.25) | (23.48%) |
| Armored Car Service | 3,698.72 | 1,329.45 | 2,369.27 | 178.21% |
| Automobile Expense | 8,798.50 | 5,589.52 | 3,208.98 | 57.41% |
| Board of Directors Stipend | 5,000.00 | 10,000.00 | (5,000.00) | (50.0%) |
| Computer Expense | 986.98 | 750.97 | 236.01 | 31.43% |
| Dues and Subscriptions | 205.74 | 187.74 | 18.00 | 9.59% |
| Freight | 4,479.01 | 355.68 | 4,123.33 | 1,159.28% |
| Insurance - Liability | 17,000.00 | 36,213.52 | (19,213.52) | (53.06%) |
| Legal Expense | 32,587.39 | 5,638.25 | 26,949.14 | 477.97% |
| Licenses and Permits | 1,911.86 | 25.00 | 1,886.86 | 7,547.44% |
| Meals & Entertainment | 20,923.34 | 8,383.34 | 12,540.00 | 149.58% |
| Office Expense | 8,446.20 | 5,845.67 | 2,600.53 | 44.49% |
| Postage and Delivery | 1,474.89 | 825.79 | 649.10 | 78.6% |
| Supplies Expense | 6,823.78 | 1,286.15 | 5,537.63 | 430.56% |
| Telephone | 4,738.61 | 4,012.08 | 726.53 | 18.11% |
| Travel | 14,131.04 | 10,947.19 | 3,183.85 | 29.08% |
| Total Administrative Expenses | 146,347.79 | 106,820.01 | 39,527.78 | 37.0% |
| Other Expense | | | | |
| Bank Service Charges | 2,460.57 | 1,675.26 | 785.31 | 46.88% |
| CC Merchant Fees | 43,089.23 | 27,270.65 | 15,818.58 | 58.01% |
| Depreciation Expense | | | | |
| Sec 179 / Bonus Depr Expense | 133,416.88 | 50,624.00 | 82,792.88 | 163.55% |
| Depreciation Expense - Other | 200.04 | 1,077.00 | (876.96) | (81.43%) |
| Total Depreciation Expense | 133,616.92 | 51,701.00 | 81,915.92 | 158.44% |
| Interest Expense | 0.00 | 4,947.84 | (4,947.84) | (100.0%) |
| Miscellaneous | 0.00 | 3,297.63 | (3,297.63) | (100.0%) |
| Taxes - Occupancy | 2,505.03 | 460.96 | 2,044.07 | 443.44% |
| Taxes - Property | 398.00 | 24,420.00 | (24,022.00) | (98.37%) |
| Taxes - Use Tax | 5,582.17 | 2,868.83 | 2,713.34 | 94.58% |
| Total Other Expense | 187,651.92 | 116,642.17 | 71,009.75 | 60.88% |
| Total Expense | 2,412,286.08 | 1,688,608.78 | 723,677.30 | 42.86% |
| Net Ordinary Income | 174,813.01 | 244,495.15 | (69,682.14) | (28.5%) |

# Butterfield Games, Inc
## Profit & Loss Prev Year Comparison
### January through December 2022

| | Jan - Dec 22 | Jan - Dec 21 | $ Change | % Change |
|---|---|---|---|---|
| **Other Income/Expense** | | | | |
| **Other Income** | | | | |
| **Non-Taxable Income** | 0.00 | 97,900.00 | (97,900.00) | (100.0%) |
| **Gain/Loss on Sale of Assets** | 27,000.00 | 14,000.00 | 13,000.00 | 92.86% |
| **Total Other Income** | 27,000.00 | 111,900.00 | (84,900.00) | (75.87%) |
| **Other Expense** | | | | |
| **Non-Deductible Entertainment** | 434.74 | 0.00 | 434.74 | 100.0% |
| **Total Other Expense** | 434.74 | 0.00 | 434.74 | 100.0% |
| **Net Other Income** | 26,565.26 | 111,900.00 | (85,334.74) | (76.26%) |
| **Net Income** | **201,378.27** | **356,395.15** | **(155,016.88)** | **(43.5%)** |

# Butterfield Games, Inc
## Profit & Loss by Quarter
### January through December 2022

| | Jan - Mar 22 | Apr - Jun 22 | Jul - Sep 22 | Oct - Dec 22 | TOTAL |
|---|---|---|---|---|---|
| **Ordinary Income/Expense** | | | | | |
| **Income** | | | | | |
| **Revenue** | | | | | |
| **Kiosk/POS Stations** | 584,806.53 | 672,910.11 | 665,054.99 | 510,465.48 | 2,433,237.11 |
| **City Register Sales** | 3,928.00 | 5,043.50 | 8,753.00 | 5,914.00 | 23,638.50 |
| **Total Revenue** | 588,734.53 | 677,953.61 | 673,807.99 | 516,379.48 | 2,456,875.61 |
| **Other Income** | | | | | |
| **Snacks & Drinks** | 18,895.28 | 30,847.75 | 38,883.27 | 19,906.12 | 108,532.42 |
| **ATM Income** | 501.00 | 628.00 | 528.00 | 354.00 | 2,011.00 |
| **Interest Income** | 24.67 | 333.51 | 22.36 | 5.02 | 385.56 |
| **Filming Income** | 1,500.00 | 0.00 | 0.00 | 35,000.00 | 36,500.00 |
| **Miscellaneous Income** | 625.00 | 300.00 | 1,000.00 | 1,000.00 | 2,925.00 |
| **Total Other Income** | 21,545.95 | 32,109.26 | 40,433.63 | 56,265.14 | 150,353.98 |
| **Total Income** | 610,280.48 | 710,062.87 | 714,241.62 | 572,644.62 | 2,607,229.59 |
| **Cost of Goods Sold** | | | | | |
| **Cost of Godds Sold** | | | | | |
| **Water & Snacks** | 3,176.27 | 4,565.70 | 7,551.72 | 4,836.81 | 20,130.50 |
| **Total Cost of Godds Sold** | 3,176.27 | 4,565.70 | 7,551.72 | 4,836.81 | 20,130.50 |
| **Total COGS** | 3,176.27 | 4,565.70 | 7,551.72 | 4,836.81 | 20,130.50 |
| **Gross Profit** | 607,104.21 | 705,497.17 | 706,689.90 | 567,807.81 | 2,587,099.09 |
| **Expense** | | | | | |
| **Arcade Expenses** | | | | | |
| **Arcade - Prizes** | 19,897.54 | 37,958.80 | 26,297.10 | 26,149.54 | 110,302.98 |
| **Arcade - Repairs & Maint** | 17,389.19 | 33,925.62 | 43,719.96 | 21,123.85 | 116,158.62 |
| **Arcade - Tokens** | 0.00 | 0.00 | 1,488.38 | 0.00 | 1,488.38 |
| **Arcade - Magnetic Cards** | 0.00 | 0.00 | 6,621.39 | 0.00 | 6,621.39 |
| **Cleaning & Janitorial** | 1,038.07 | 2,361.61 | 2,061.64 | 1,419.31 | 6,880.63 |
| **Game Leasing** | 0.00 | 300.00 | 0.00 | 0.00 | 300.00 |
| **Licensing Fees** | 3,400.00 | 600.00 | 900.00 | 900.00 | 5,800.00 |
| **Rent** | 260,717.04 | 309,425.55 | 294,269.90 | 254,122.63 | 1,118,535.12 |
| **Utilities** | 3,527.51 | 3,920.66 | 4,634.72 | 4,275.03 | 16,357.92 |
| **Total Arcade Expenses** | 305,969.35 | 388,492.24 | 379,993.09 | 307,990.36 | 1,382,445.04 |
| **Salary and Wage Expense** | | | | | |
| **Officer's Salaries** | 28,983.83 | 32,587.63 | 35,091.03 | 31,128.80 | 127,791.29 |
| **Employee Wages** | 100,210.67 | 122,318.89 | 128,492.86 | 115,507.81 | 466,530.23 |
| **Health Benefits** | 1,639.13 | 3,221.60 | 0.00 | 0.00 | 4,860.73 |
| **FICA Expense** | 9,868.89 | 11,833.55 | 12,497.28 | 11,203.26 | 45,402.98 |
| **SUTA Expense** | 1,892.02 | 915.17 | 366.20 | 193.03 | 3,366.42 |
| **FUTA Expense** | 493.57 | 238.75 | 95.52 | 50.37 | 878.21 |
| **Health Insurance** | 7,771.38 | 7,739.89 | 7,015.16 | 8,062.70 | 30,589.13 |
| **Simple IRA Match** | 2,644.56 | 3,045.17 | 3,400.74 | 3,076.12 | 12,166.59 |
| **Payroll Service Charges** | 213.50 | 196.00 | 217.00 | 194.25 | 820.75 |
| **Worker Comp Insurance** | 0.00 | 0.00 | 3,435.00 | 0.00 | 3,435.00 |
| **Total Salary and Wage Expense** | 153,717.55 | 182,096.65 | 190,610.79 | 169,416.34 | 695,841.33 |

# Butterfield Games, Inc
## Profit & Loss by Quarter
### January through December 2022

| | Jan - Mar 22 | Apr - Jun 22 | Jul - Sep 22 | Oct - Dec 22 | TOTAL |
|---|---|---|---|---|---|
| Administrative Expenses | | | | | |
| Advertising | 1,030.61 | 1,498.02 | 1,491.25 | 2,251.85 | 6,271.73 |
| Accounting Expense | 1,937.50 | 1,612.50 | 2,100.00 | 3,220.00 | 8,870.00 |
| Armored Car Service | 1,619.64 | 770.97 | 786.33 | 521.78 | 3,698.72 |
| Automobile Expense | 2,821.24 | 2,060.00 | 1,668.73 | 2,248.53 | 8,798.50 |
| Board of Directors Stipend | 0.00 | 0.00 | 0.00 | 5,000.00 | 5,000.00 |
| Computer Expense | 208.98 | 208.00 | 430.00 | 140.00 | 986.98 |
| Dues and Subscriptions | 38.97 | 44.97 | 44.97 | 76.83 | 205.74 |
| Freight | 1,624.39 | 0.00 | 2,854.62 | 0.00 | 4,479.01 |
| Insurance - Liability | 0.00 | 0.00 | 0.00 | 17,000.00 | 17,000.00 |
| Legal Expense | 17,827.70 | 13,719.69 | 800.00 | 240.00 | 32,587.39 |
| Licenses and Permits | 1,314.86 | 0.00 | 0.00 | 597.00 | 1,911.86 |
| Meals & Entertainment | 4,803.80 | 5,239.36 | 3,828.64 | 7,051.54 | 20,923.34 |
| Office Expense | 1,431.20 | 3,727.34 | 2,720.50 | 567.16 | 8,446.20 |
| Postage and Delivery | 144.31 | 231.43 | 255.09 | 844.06 | 1,474.89 |
| Supplies Expense | 2,646.33 | 1,047.59 | 805.62 | 2,324.24 | 6,823.78 |
| Telephone | 1,126.24 | 1,163.76 | 1,169.29 | 1,279.32 | 4,738.61 |
| Travel | 4,876.63 | 1,862.26 | 128.14 | 7,264.01 | 14,131.04 |
| Total Administrative Expenses | 43,452.40 | 33,185.89 | 19,083.18 | 50,626.32 | 146,347.79 |
| Other Expense | | | | | |
| Bank Service Charges | 527.14 | 645.30 | 641.06 | 647.07 | 2,460.57 |
| CC Merchant Fees | 8,491.82 | 11,925.91 | 12,893.91 | 9,777.59 | 43,089.23 |
| Depreciation Expense | | | | | |
| Sec 179 / Bonus Depr Expense | 63,570.76 | 0.00 | 69,846.12 | 0.00 | 133,416.88 |
| Depreciation Expense - Other | 50.01 | 50.01 | 50.01 | 50.01 | 200.04 |
| Total Depreciation Expense | 63,620.77 | 50.01 | 69,896.13 | 50.01 | 133,616.92 |
| Taxes - Occupancy | 1,223.35 | 386.28 | 458.80 | 436.60 | 2,505.03 |
| Taxes - Property | 4,221.11 | (4,221.11) | 398.00 | 0.00 | 398.00 |
| Taxes - Use Tax | 2,669.37 | 1,107.11 | 1,282.12 | 523.57 | 5,582.17 |
| Total Other Expense | 80,753.56 | 9,893.50 | 85,570.02 | 11,434.84 | 187,651.92 |
| Total Expense | 583,892.86 | 613,668.28 | 675,257.08 | 539,467.86 | 2,412,286.08 |
| Net Ordinary Income | 23,211.35 | 91,828.89 | 31,432.82 | 28,339.95 | 174,813.01 |
| Other Income/Expense | | | | | |
| Other Income | | | | | |
| Gain/Loss on Sale of Assets | 0.00 | 0.00 | 27,000.00 | 0.00 | 27,000.00 |
| Total Other Income | 0.00 | 0.00 | 27,000.00 | 0.00 | 27,000.00 |
| Other Expense | | | | | |
| Non-Deductible Entertainment | 0.00 | 0.00 | 434.74 | 0.00 | 434.74 |
| Total Other Expense | 0.00 | 0.00 | 434.74 | 0.00 | 434.74 |
| Net Other Income | 0.00 | 0.00 | 26,565.26 | 0.00 | 26,565.26 |
| **Net Income** | **23,211.35** | **91,828.89** | **57,998.08** | **28,339.95** | **201,378.27** |

# Butterfield Games, Inc
## YTD Profit & Loss by Month
### January through December 2022

| | Jan 22 | Feb 22 | Mar 22 | Apr 22 | May 22 | Jun 22 | Jul 22 | Aug 22 | Sep 22 | Oct 22 | Nov 22 | Dec 22 | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Ordinary Income/Expense | | | | | | | | | | | | | |
| Income | | | | | | | | | | | | | |
| Revenue | | | | | | | | | | | | | |
| Kiosk/POS Stations | 141,765.50 | 197,112.83 | 245,928.20 | 232,262.49 | 203,787.46 | 236,860.16 | 207,133.23 | 296,675.61 | 161,246.15 | 186,246.78 | 190,238.26 | 133,980.44 | 2,433,237.11 |
| City Register Sales | 762.00 | 1,034.00 | 2,132.00 | 1,906.50 | 1,750.00 | 1,387.00 | 4,543.00 | 2,147.00 | 2,063.00 | 2,152.00 | 1,869.00 | 1,893.00 | 23,638.50 |
| Total Revenue | 142,527.50 | 198,146.83 | 248,060.20 | 234,168.99 | 205,537.46 | 238,247.16 | 211,676.23 | 298,822.61 | 163,309.15 | 188,398.78 | 192,107.26 | 135,873.44 | 2,456,875.61 |
| Other Income | | | | | | | | | | | | | |
| Snacks & Drinks | 4,586.73 | 6,728.49 | 7,580.06 | 10,179.31 | 8,286.74 | 12,381.70 | 16,182.80 | 14,015.70 | 8,684.77 | 8,899.58 | 5,874.78 | 5,131.76 | 108,532.42 |
| ATM Income | 99.00 | 240.00 | 162.00 | 231.00 | 159.00 | 238.00 | 206.00 | 171.50 | 150.50 | 157.50 | 108.50 | 88.00 | 2,011.00 |
| Interest Income | 5.02 | 2.54 | 17.11 | 2.54 | 328.42 | 2.55 | 2.46 | 2.55 | 17.35 | 4.27 | 0.75 | 0.00 | 385.56 |
| Filming Income | 1,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35,000.00 | 0.00 | 36,500.00 |
| Miscellaneous Income | 200.00 | 175.00 | 250.00 | 300.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 | 2,925.00 |
| Total Other Income | 6,390.75 | 7,146.03 | 8,009.17 | 10,712.85 | 8,774.16 | 12,622.25 | 16,391.26 | 15,189.75 | 8,852.62 | 9,061.35 | 41,984.03 | 5,219.76 | 150,353.98 |
| Total Income | 148,918.25 | 205,292.86 | 256,069.37 | 244,881.84 | 214,311.62 | 250,869.41 | 228,067.49 | 314,012.36 | 172,161.77 | 197,460.13 | 234,091.29 | 141,093.20 | 2,607,229.59 |
| Cost of Goods Sold | | | | | | | | | | | | | |
| Cost of Godds Sold | | | | | | | | | | | | | |
| Water & Snacks | 565.08 | 1,225.62 | 1,385.57 | 1,259.81 | 1,396.16 | 1,909.73 | 3,588.70 | 2,659.77 | 1,303.25 | 2,275.86 | 2,028.72 | 532.23 | 20,130.50 |
| Total Cost of Godds Sold | 565.08 | 1,225.62 | 1,385.57 | 1,259.81 | 1,396.16 | 1,909.73 | 3,588.70 | 2,659.77 | 1,303.25 | 2,275.86 | 2,028.72 | 532.23 | 20,130.50 |
| Total COGS | 565.08 | 1,225.62 | 1,385.57 | 1,259.81 | 1,396.16 | 1,909.73 | 3,588.70 | 2,659.77 | 1,303.25 | 2,275.86 | 2,028.72 | 532.23 | 20,130.50 |
| Gross Profit | 148,353.17 | 204,067.24 | 254,683.80 | 243,622.03 | 212,915.46 | 248,959.68 | 224,478.79 | 311,352.59 | 170,858.52 | 195,184.27 | 232,062.57 | 140,560.97 | 2,587,099.09 |
| Expense | | | | | | | | | | | | | |
| Arcade Expenses | | | | | | | | | | | | | |
| Arcade - Prizes | 4,606.07 | 8,152.07 | 7,139.40 | 10,783.33 | 17,505.82 | 9,669.65 | 6,473.45 | 13,445.23 | 6,378.42 | 10,905.57 | 10,094.46 | 5,149.51 | 110,302.98 |
| Arcade - Repairs & Maint | 7,103.55 | 7,786.67 | 2,498.97 | 7,395.76 | 20,116.42 | 6,413.44 | 14,133.39 | 19,266.49 | 10,320.08 | 11,641.48 | 3,051.37 | 6,431.00 | 116,158.62 |
| Arcade - Tokens | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,488.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,488.38 |
| Arcade - Magnetic Cards | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,621.39 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,621.39 |
| Cleaning & Janitorial | 688.24 | 137.28 | 212.55 | 1,617.84 | 298.17 | 445.60 | 427.68 | 890.88 | 743.08 | 544.72 | 732.77 | 141.82 | 6,880.63 |
| Game Leasing | 0.00 | 0.00 | 0.00 | 300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 300.00 |
| Licensing Fees | 2,800.00 | 300.00 | 300.00 | 0.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 5,800.00 |
| Rent | 67,021.29 | 90,801.62 | 102,894.13 | 112,808.48 | 92,053.84 | 104,563.23 | 116,260.52 | 101,640.20 | 76,369.18 | 87,350.28 | 95,054.30 | 71,718.05 | 1,118,535.12 |
| Utilities | 1,293.13 | 0.00 | 2,234.38 | 1,269.92 | 1,371.16 | 1,279.58 | 1,624.46 | 1,482.92 | 1,527.34 | 1,662.93 | 1,365.55 | 1,246.55 | 16,357.92 |
| Total Arcade Expenses | 83,512.28 | 107,177.64 | 115,279.43 | 134,175.33 | 131,645.41 | 122,671.50 | 147,329.27 | 137,025.72 | 95,638.10 | 112,404.98 | 110,598.45 | 84,986.93 | 1,382,445.04 |

## Butterfield Games, Inc
# YTD Profit & Loss by Month
### January through December 2022

| | Jan 22 | Feb 22 | Mar 22 | Apr 22 | May 22 | Jun 22 | Jul 22 | Aug 22 | Sep 22 | Oct 22 | Nov 22 | Dec 22 | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Salary and Wage Expense** | | | | | | | | | | | | | |
| **Officer's Salaries** | 13,660.75 | 7,661.54 | 7,661.54 | 17,264.55 | 7,661.54 | 7,661.54 | 15,937.18 | 7,661.54 | 11,492.31 | 15,805.72 | 7,661.54 | 7,661.54 | 127,791.29 |
| **Employee Wages** | 37,871.15 | 30,856.52 | 31,483.00 | 55,596.59 | 32,061.73 | 34,660.57 | 44,264.68 | 36,717.77 | 47,510.41 | 43,709.07 | 35,003.44 | 36,795.30 | 466,530.23 |
| **Health Benefits** | 0.00 | 1,107.03 | 532.10 | 3,221.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,860.73 |
| **FICA Expense** | 3,937.35 | 2,941.84 | 2,989.70 | 5,566.70 | 3,033.98 | 3,232.87 | 4,600.61 | 3,390.21 | 4,506.46 | 4,548.06 | 3,259.04 | 3,396.16 | 45,402.98 |
| **SUTA Expense** | 914.13 | 543.22 | 434.67 | 526.87 | 213.76 | 174.54 | 131.63 | 131.11 | 103.46 | 75.88 | 60.13 | 57.02 | 3,366.42 |
| **FUTA Expense** | 238.47 | 141.72 | 113.38 | 137.45 | 55.76 | 45.54 | 34.34 | 34.19 | 26.99 | 19.80 | 15.68 | 14.89 | 878.21 |
| **Health Insurance** | 2,590.46 | 2,590.46 | 2,590.46 | 2,558.97 | 2,590.46 | 2,590.46 | 2,590.46 | 2,590.46 | 1,834.24 | 2,590.46 | 2,736.12 | 2,736.12 | 30,589.13 |
| **Simple IRA Match** | 1,160.37 | 748.48 | 735.71 | 1,488.96 | 741.72 | 814.49 | 1,339.12 | 820.37 | 1,241.25 | 1,360.09 | 859.82 | 856.21 | 12,166.59 |
| **Payroll Service Charges** | 68.25 | 56.00 | 89.25 | 71.75 | 61.25 | 63.00 | 75.25 | 57.75 | 84.00 | 63.00 | 63.00 | 68.25 | 820.75 |
| **Worker Comp Insurance** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,435.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,435.00 |
| **Total Salary and Wage Expense** | 60,440.93 | 46,646.81 | 46,629.81 | 86,433.44 | 46,420.20 | 49,243.01 | 68,973.27 | 54,838.40 | 66,799.12 | 68,172.08 | 49,658.77 | 51,585.49 | 695,841.33 |
| **Administrative Expenses** | | | | | | | | | | | | | |
| **Advertising** | 0.00 | 619.98 | 410.63 | 1,210.27 | 0.00 | 287.75 | 130.31 | 1,360.94 | 0.00 | 355.00 | 0.00 | 1,896.85 | 6,271.73 |
| **Accounting Expense** | 575.00 | 912.50 | 450.00 | 1,500.00 | 0.00 | 112.50 | 450.00 | 1,125.00 | 525.00 | 450.00 | 2,320.00 | 450.00 | 8,870.00 |
| **Armored Car Service** | 1,127.32 | 246.14 | 246.18 | 254.28 | 256.31 | 260.38 | 0.00 | 526.97 | 259.36 | 260.38 | 261.40 | 0.00 | 3,698.72 |
| **Automobile Expense** | 816.24 | 705.00 | 1,300.00 | 765.00 | 620.00 | 675.00 | 480.00 | 700.00 | 488.73 | 538.99 | 1,252.18 | 457.36 | 8,798.50 |
| **Board of Directors Stipend** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 5,000.00 |
| **Computer Expense** | 69.00 | 69.99 | 69.99 | 69.00 | 69.00 | 70.00 | 190.00 | 170.00 | 70.00 | 70.00 | 0.00 | 70.00 | 986.98 |
| **Dues and Subscriptions** | 12.99 | 12.99 | 12.99 | 14.99 | 14.99 | 14.99 | 14.99 | 14.99 | 14.99 | 14.99 | 14.99 | 46.85 | 205.74 |
| **Freight** | 1,624.39 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,854.62 | 0.00 | 0.00 | 0.00 | 4,479.01 |
| **Insurance - Liability** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10,000.00 | 7,000.00 | 17,000.00 |
| **Legal Expense** | 6,253.20 | 6,050.00 | 5,524.50 | 8,325.00 | 3,298.18 | 2,096.51 | 300.00 | 500.00 | 0.00 | 0.00 | 0.00 | 240.00 | 32,587.39 |
| **Licenses and Permits** | 1,289.86 | 25.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 597.00 | 0.00 | 0.00 | 1,911.86 |
| **Meals & Entertainment** | 719.61 | 1,637.18 | 2,447.01 | 3,535.02 | 685.16 | 1,019.18 | 1,245.68 | 1,762.58 | 820.38 | 1,549.80 | 1,849.22 | 3,652.52 | 20,923.34 |
| **Office Expense** | 624.13 | 222.68 | 584.39 | 651.39 | 1,493.60 | 1,582.35 | 863.58 | 1,415.24 | 441.68 | 150.81 | 379.39 | 36.96 | 8,446.20 |
| **Postage and Delivery** | 73.63 | 36.26 | 34.42 | 27.24 | 160.26 | 43.93 | 169.27 | 71.87 | 13.95 | 54.09 | 37.49 | 752.48 | 1,474.89 |
| **Supplies Expense** | 186.32 | 557.76 | 1,902.25 | 483.00 | 284.45 | 280.14 | 182.89 | 1,537.26 | (914.53) | 913.36 | 434.50 | 976.38 | 6,823.78 |
| **Telephone** | 310.41 | 376.41 | 439.42 | 420.26 | 399.14 | 344.36 | 325.54 | 463.12 | 380.63 | 462.64 | 429.93 | 386.75 | 4,738.61 |
| **Travel** | 33.00 | 529.75 | 4,313.88 | 429.86 | 0.00 | 1,432.40 | 128.14 | 0.00 | 0.00 | 4,371.72 | 1,516.33 | 1,375.96 | 14,131.04 |
| **Total Administrative Expenses** | 13,715.10 | 12,001.64 | 17,735.66 | 17,685.31 | 7,281.09 | 8,219.49 | 4,480.40 | 9,647.97 | 4,954.81 | 9,788.78 | 18,495.43 | 22,342.11 | 146,347.79 |
| **Other Expense** | | | | | | | | | | | | | |
| **Bank Service Charges** | 233.34 | 130.20 | 163.60 | 245.15 | 222.15 | 178.00 | 237.80 | 207.86 | 195.40 | 282.87 | 176.40 | 187.80 | 2,460.57 |
| **CC Merchant Fees** | 2,327.44 | 2,650.86 | 3,513.52 | 3,901.01 | 4,141.30 | 3,883.60 | 4,073.66 | 4,416.35 | 4,403.90 | 2,917.05 | 3,612.22 | 3,248.32 | 43,089.23 |

## Butterfield Games, Inc
# YTD Profit & Loss by Month
### January through December 2022

| | Jan 22 | Feb 22 | Mar 22 | Apr 22 | May 22 | Jun 22 | Jul 22 | Aug 22 | Sep 22 | Oct 22 | Nov 22 | Dec 22 | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Depreciation Expense | | | | | | | | | | | | | |
| Sec 179 / Bonus Depr Expense | 49,500.00 | 14,070.76 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 69,846.12 | 0.00 | 0.00 | 0.00 | 133,416.88 |
| Depreciation Expense - Other | 16.67 | 16.67 | 16.67 | 16.67 | 16.67 | 16.67 | 16.67 | 16.67 | 16.67 | 16.67 | 16.67 | 16.67 | 200.04 |
| Total Depreciation Expense | 49,516.67 | 14,087.43 | 16.67 | 16.67 | 16.67 | 16.67 | 16.67 | 16.67 | 69,862.79 | 16.67 | 16.67 | 16.67 | 133,616.92 |
| Taxes - Occupancy | 1,223.35 | 0.00 | 0.00 | 386.28 | 0.00 | 0.00 | 458.80 | 0.00 | 0.00 | 0.00 | 436.60 | 0.00 | 2,505.03 |
| Taxes - Property | 0.00 | 0.00 | 4,221.11 | 0.00 | (4,221.11) | 0.00 | 398.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 398.00 |
| Taxes - Use Tax | 0.00 | 0.00 | 2,669.37 | 0.00 | 0.00 | 1,107.11 | 0.00 | 0.00 | 1,282.12 | 0.00 | 0.00 | 523.57 | 5,582.17 |
| Total Other Expense | 53,300.80 | 16,868.49 | 10,584.27 | 4,549.11 | 159.01 | 5,185.38 | 5,184.93 | 4,640.88 | 75,744.21 | 3,216.59 | 4,241.89 | 3,976.36 | 187,651.92 |
| Total Expense | 210,969.11 | 182,694.58 | 190,229.17 | 242,843.19 | 185,505.71 | 185,319.38 | 225,967.87 | 206,152.97 | 243,136.24 | 193,582.43 | 182,994.54 | 162,890.89 | 2,412,286.08 |
| Net Ordinary Income | (62,615.94) | 21,372.66 | 64,454.63 | 778.84 | 27,409.75 | 63,640.30 | (1,489.08) | 105,199.62 | (72,277.72) | 1,601.84 | 49,068.03 | (22,329.92) | 174,813.01 |
| Other Income/Expense | | | | | | | | | | | | | |
| Other Income | | | | | | | | | | | | | |
| Gain/Loss on Sale of Assets | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27,000.00 |
| Total Other Income | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27,000.00 |
| Other Expense | | | | | | | | | | | | | |
| Non-Deductible Entertainment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 434.74 | 0.00 | 0.00 | 0.00 | 434.74 |
| Total Other Expense | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 434.74 | 0.00 | 0.00 | 0.00 | 434.74 |
| Net Other Income | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27,000.00 | 0.00 | (434.74) | 0.00 | 0.00 | 0.00 | 26,565.26 |
| **Net Income** | **(62,615.94)** | **21,372.66** | **64,454.63** | **778.84** | **27,409.75** | **63,640.30** | **25,510.92** | **105,199.62** | **(72,712.46)** | **1,601.84** | **49,068.03** | **(22,329.92)** | **201,378.27** |

Gmail

Elias Perez

**HELOC**
1 message

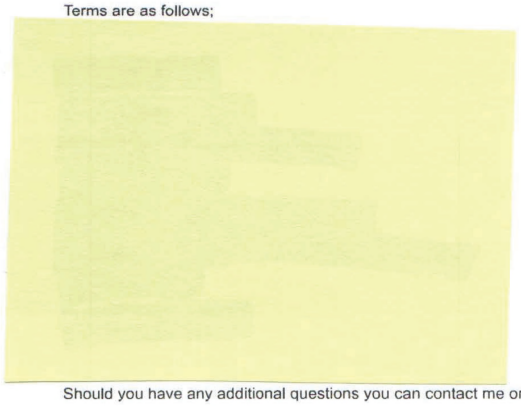
**Maria Dominguez**
To:
Cc: Graciela Sanchez

Thu, May 11, 2023 at 11:59 AM

Mr. Perez,

Your Loan was approved for $353k for a Home Equity Line of Credit, by Graciela Sanchez your underwriter.

Terms are as follows;



Should you have any additional questions you can contact me or Graciela at 818-242-8640 x7702. I have included her in this email.

Thank you,

**Maria Dominguez**, -Real Estate Loan Processor

LOS ANGELES Federal Credit Union
YOUR FINANCIAL SOURCE FOR LIFE

*CONFIDENTIALITY NOTICE: This e-Mail, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, copy, print, save, disclosure, or distribution is prohibited. If you are NOT the intended recipient, please contact the sender by reply e-Mail and destroy all electronic and printed copies of the original e-Mail and attachments.*

UnionBank

# STATEMENT OF ACCOUNTS

UNION BANK
ENCINO 0130
P.O. BOX 60368
PHOENIX AZ 85082-0368

**BUTTERFIELD GAMES**


**Statement Number:**
04/01/23 - 04/28/23

**Telephone Banking**
For 24-hour Automated Direct Service
800-238-4486
800-826-7345(TDD)
Representatives are available
Monday through Saturday

To open additional accounts,
or apply for loans, call your
banking office at 818-995-2000

You may also access your account online
at unionbank.com

Thank you for banking with us
since 2007

■ *Union Bank is joining U.S. Bank! On Thurs., May 25 at 7 p.m. PT through the weekend, Union Bank ATMs will be unable to accept deposits while we transition. Branch deposits will be available through May 26. ATM withdrawals and transfers will continue to be available during this time. Get answers to your account transition questions at usbank.com/unionbank.*

## Summary of Accounts

| Account No. | Deposit Account Type | | Average Monthly Ledger balance |
|---|---|---|---|
| | Basic Business Checking | $ | 366.78 |
| | Time Deposit | $ | |
| **Total** | | **$** | **60,366.78** |

## Basic Business Checking Summary

Account Number:

Days in statement period: 28

| | | |
|---|---|---|
| **Balance on 4/1** | **$** | **366.78** |
| Additions | | 0.00 |
| Subtractions | | 0.00 |
| **Balance on 4/28** | **$** | **366.78** |

Statement Average Ledger Balance 366.78

The Monthly Service Charge on your account has been waived this statement period.

usbank.com

5/3/2023

BUTTERFIELD GAMES

Re: Your request for account information

Dear BUTTERFIELD GAMES,

Thank you for choosing U.S. Bank for your banking needs. This letter is in response to your request for account information.

| Account Number (Last 4 digits) | Account Balance as of 5/3/2023 | Date Opened |
|---|---|---|
| 9052 | $143,101.86 | 9/6/2017 |

If you have additional questions regarding this information, please feel free to contact me at the phone number listed below.

Thank you again for choosing U.S. Bank.

Sincerely,

Tadeh Hartouni
Small Business Specialist
Sherman Oaks-Ventura Off

05/2023

Deposit products offered by U.S. Bank National Association. Member FDIC

05/30/23

# TransUnion® Credit Report

Check your credit report for signs of theft, fraud, or error.
Updated: May 16, 2023

## Account Summary

| | |
|---|---|
| Credit Report Period | 05/16/2023 |
| Score | 741 |
| Balances | $209238 |
| Payments | $1880 |
| Credit Accounts | 9 |
| Open Accounts | 5 |
| Closed Accounts | 4 |
| Delinquent | 1 |
| Inquiries (2 years) | 0 |
| Derogatory | 1 |
| Public Records | 0 |

## Personal Information

| | |
|---|---|
| Credit Report Period | 05/16/2023 |
| Name | MATTHEW M MAZZAROLI |
| Also Known As | MAZZAROLI,MATT,M\| LIEBHERR,MATTHEW,L |
| Date of Birth | 06/11/1979 |
| Current Address | |
| Previous Address | |
| Employer | AGE |
| Previous Employer | |
| Consumer Statement | |

## Inquiries

## Accounts

## Public Records

## Credit Report Dispute Information

Wherever you stand, it helps to know more.

Learn More About Credit

TERMS & CONDITIONS FAQs PRIVACY CENTER

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# Attachment C

Cover Letters & Resumes

## Contact Info

Matt Mazzaroli E:

## Work Experience

6/2017-Present President/Vice President Butterfield Games

- Operations, vendor relations, city relations for an Arcade in Sherman Oaks,CA
- Budgets, regulatory paperwork, compliance, health insurance programs, 401K
- Updating marketing, creating a social media team, email marketing campaign

11/2016 –Present North American Sales Manager International Gaming Solutions

- Stream line Marketing and Sourcing through trackable email campaigns
- Develop vendor and customer relationships to increase gross revenue and increase brand recognition internationally, but specifically in America and Canada
- Sales North of Florida, increased from 0 in 2016-$700K+ in 2019
- New Business in ND, IA, MN, MI, WI, MO, NM, and opening Nevada

7/2015 –10/2016 Business Development & Outside Sales Nevada Gaming Partners

- Opening a new division of NGP to expand from a Nevada route business to a national games and parts sales force, adding vendors, acquiring customers, adding infrastructure and eventually adding territory sales managers
- I was doing business in Iowa, New Mexico, Michigan, Wisconsin, Missouri, Ohio, and Florida for parts and game sales as of October 1st, 2016.

2/2003-June 15th, 2015 SALES Manager American Gaming and Electronics

- In 2002, the company had no sales in the upper mid-west, I started in 2003 and increased that to $200,000, and by 2015 my sales territory was doing between $1.2 and $1.5 million annually.
- In 2003 my territory consisted of MN and MI, by 2015 my territory consisted of, MN, MI, WI, IL, ND, SD, IA, IN, MO, KS and CO
- I had one inside sales person that worked directly with me to process paperwork and maximize my time directly selling to customers

## Education

Illinois State University Normal, IL

8/1997 – 12/2002 History/ Business Management

## Affiliations

Sigma Pi - 1/1998-5/2002 President, Risk Management, Social, Philanthropy, IFC Judicial Chair, Off Campus Legislator

**References:**

Mark Komorowski, President of Patriot Gaming,
Chris Day, Owner/Manager, Slot Machines Unlimited,
Eric Walla, VP of Business Development, Veridocs,

# ELIAS PEREZ

April 28, 2023

Sherman Oaks Castle Park

RE: RFP

Dear Rec & Parks,

As an experienced Game Technician Manager, the advertisement for Arcade and Food & Beverage Concession with Sherman Oaks Castle Park sparked my interest. When reviewing the RFP requirements and your organization's website, I was excited to find that my qualifications and personal strengths align with your needs and mission.

I bring a comprehensive set of skills that I believe will be valuable to Sherman Oaks Castle Park. In my Game Technician Manager role, I honed my abilities in operations management and setting goals, providing a firm foundation for the Arcade and Food & Beverage Concessionaire. My customer service, people-centric nature, and compassion have afforded me excellent organization skills.

I am excited to contribute my talents and proficiency in management toward your team efforts. As an engaging communicator with a proven track record in implementing policies, my focus on building strong professional relationships has been a beneficial asset throughout my career.

On my resume, you will notice a gap in my employment from Jun 1992 to May 1993. During this time I was weighing my options as to what I wanted to do next, and once I decided that the FEC industry is where I belong, I began to search for my next role.

Please review my enclosed resume for a more in-depth illustration of my work history and accomplishments. I would appreciate the opportunity to interview at your earliest convenience. I'm eager to discuss how my personality and background fit the Arcade and Food & Beverage Concession role.

Thank you for your time and consideration of my candidacy.

Sincerely,
Elias Perez
Butterfield Games Inc
A.J. Family Food Concession LLC

# ELIAS PEREZ

## Professional Summary

Dedicated FEC professional with a history of meeting company goals utilizing consistent and organized practices. Skilled in working under pressure and adapting to new situations and challenges to best enhance the organizational brand.

## Skills

- Profit and Loss Accountability
- Strategic Planning
- Market Analysis
- Safety Assurance
- Project Management
- Negotiation
- Budgeting and Cost Control Strategies
- Troubleshooting Expertise
- Communication Skills
- Sales Promotion
- Staff Management
- Training and Development
- Employee Scheduling
- Inventory Control
- Sales Promotion
- Staff Management

## Work History

**General Manager** May 2007 - Current
Butterfield Games Sherman Oaks, CA

- Monitored daily cash discrepancies, inventory shrinkage and drive-off.
- Analyzed market trends and competitor activities to create competitive advantages.
- Introduced new methods, practices, and systems to reduce turnaround time.
- Handled problematic customers and clients to assist lower-level employees and maintain excellent customer service.
- Implemented innovative programs to increase employee loyalty and reduce turnover.
- Supervised creation of exciting merchandise displays to catch attention of store customers.
- Developed and implemented strategies to increase sales and profitability.
- Maximized operational excellence mentoring personnel on management principles, industry practices, and company procedures.
- Interacted well with customers to build connections and nurture relationships.
- Implemented business strategies, increasing revenue and effectively targeting new markets.
- Scheduled employees for shifts, taking into account customer traffic and employee strengths.
- Trained new employees on proper protocols and customer service standards.

**Game Tech Manager** Jan 1997 - Current
Butterfield Games Sherman Oaks, CA

- Planned, scheduled, and delegated daily work to team of employees.
- Mentored junior technicians in maintenance, repair and reporting duties.
- Managed team performance by training, mentoring, disciplining, and motivating employees.
- Managed implementation of new technological improvements resulting in increased efficiency.

**Game Technician** May 1993 - Current
Butterfield Games Sherman Oaks, CA

- Assisted with complex schematic and arcade equipment repairs.
- Memorized games and rules to facilitate positive entertainment experience.
- Greeted and informed customers about attractions, promotions and current prices to foster outstanding hospitality and service.

**Park Attendant** Feb 1991 - Jun 1992
Malibu Grand Prix Sherman Oaks, CA

- Assisted guests with transactions for rides and attractions to facilitate fun and exciting experiences.
- Operated rides and attractions according to written guidelines to reduce injuries.
- Maximized customer service and satisfaction by providing directions to visitors regarding requested locations, events and landmarks.

## Education

**Diploma** Jun 1994
John H. Francis Polytechnic Sun Valley, CA

# ASMIR CIRKIC

***Education:***
**Bachelors of Science in Business Administration-Devry University, West Hills, CA**
**Relevant Courses**:
Business Law, Managerial Finance, Business Policy, Accounting, Project Management, Marketing, System Designs, Public Speaking, Database Management, Information Systems
**B-General Building License**

***Summary of Qualifications:***

- Skilled in Microsoft Office Programs (Excel, Word, Power Point, Visio, Front Page and Microsoft Project), MS Windows 2000, XP and Vista
- Strong communication skills both verbal and written
- Able to work independently and as a team member
- Strong organizational and analytical skills, critical thinker, problem solver
- Ability to take full ownership of assigned work
- Able to work under pressure and to meet deadlines
- Effectively interact with internal and external clients
- Willing to adopt to new surroundings and to learn new things
- Ability to prioritize and reorganize work load
- Veteran in the Family Entertainment and Attraction Industry with 25+ years of experience.
- 20+ years in training management level position in guest services, inventory management, budgeting, sales, marketing and Food and Beverage.
- Skilled at writing and managing P&L's
- Well versed in excel and various other accounting process.
- Work's well in a high pace, high stress environment while being able to prioritize and remain focused on the essence of an issue.
- Have various industry knowledge of Food and Beverage, inventory management, inventory control, financial analysis, budgeting, sales, and marketing.
- Managed multiple locations within Pro Parks with a COG of Food and Beverage below 30% monthly.

***Employment History:***

**Camelot Park** **2007 – Present**
**General Manager/Senior Operating Manager-Bakersfield, CA**

- Manage all aspects of the facility consisting of an arcade, snack bar, go-karts, junior go-karts, bumper boats, batting cages, and two miniature golf courses.
- Prepare weekly employee schedule to always ensure proper staffing levels, while maintaining both dollar per labor hour and total labor percentage goals established by the corporate office.
- Evaluate and prepare weekly food and beverage orders to ensure costs remain within desired percentages.
- Maintain redemption counter through regular ordering and consistent up keeping.
- Interview, hire, train, and terminate employees.
- File proper paperwork, applications, surveys, and forms for all applicable state and federal agencies.
- Monitor Park upkeep through regular park walkthroughs and communication with maintenance staff.

- Evaluate and direct maintenance and repair of facility structures, rides, and arcade equipment.
- Plan and coordinate maintenance and repair of structures and equipment
- Perform and manage repairs required on facility structures such as repair of roof, electrical upgrades, restroom upgrades, flooring repair.
- Plan, coordinate, manage, and build a platform for three story climbing structure
- Obtain proper permits required for electrical and structural upgrades
- Create and manage budget for facility and equipment repairs and upgrades
- Create and evaluate schedules for construction and repair work at the facility
- Implement new products in both the snack bar and the redemption area and eliminate under-performing or high COS products. Raised revenues by 50%, and lowered labor costs by 30%.
- Oversaw/ Ran multiple FEC facility operations.
- Work closely with ownership to budget/oversee expansions of all the properties
- Supervised and coached management and sales/marketing team in all the parks.
- Planned and executed marketing campaigns within all the properties
- Ensured compliance with federal, state, and local guidelines including OSHA, employment, and Food Service.
- Oversee and supervise outside sourced projects and remodels for various other properties within the company.
- Oversee multiple locations who have seen a growth in sales over the years. Two locations expected to hit $2.5 million and $3 million in sales in 2021.

**City of Los Angeles, Recreation and Parks**
**Assistant Manager** **1998-2007**

- Responsible for supervising staff of 15, assisted customers with party reservations, overseeing daily cash collections, and data entry.
- Responsible for addressing, and resolving all customer complaints, managed all accounting and financial record keeping.
- Responsible for ensuring adequate shift staffing, while maintaining both dollar per labor hour, and total labor percentage goals established by the corporate office.
- Responsible for hosting birthday parties and, all aspects of customer service.

**Malibu Grand Prix** **1996-1998**
**Assistant Manager**

- Responsible for supervising a staff of 10 employees, daily cash collections and bookkeeping.
- Responsible for addressing customer service issues as well as staffing issues.
- Responsible for shift staffing and maintaining the dollar per labor hour.

DIANA FLORES • ADMINISTRATIVE MANAGER

DF

ADMINISTRATIVE MANAGER

# Diana Flores

## About Me

Insightful Manager with experience in directing and improving operations through effective motivational strategies and strong policy enforcement. Proficiencies in sales, scheduling, payroll, inventory control, best practices, and staff training.

## Education

**MAY 2019**
*California State University Northridge*
**BACHELOR OF ARTS IN ART**

**APRIL 2016**
*Los Angeles Pierce College*
**ASSOCIATES OF ART IN ARTS & HUMANITIES**
**ASSOCIATES OF ART IN BEHAVIORAL SCIENCES**

## Skills

Staff Management •
Office Administration •
Expense Reporting •
Payroll / Scheduling •
Book Keeping•

## Recognitions

**DEAN'S LIST**
Spring 2019, Fall 2018, Spring 2017
California State University Northridge

## Contact

## Experience

**APRIL 2019 – PRESENT**
*Butterfield Games, Sherman Oaks, CA*
**ADMINISTRATIVE MANAGER**

• Interviewed, hired, managed, and trained staff to meet performance, quality, and service expectations.
• Supervised staff and delegated tasks to maintain positive, productive operations.
• Established workflow processes, monitored daily productivity, and implemented modifications to improve overall performance of personnel.
• Oversaw and maintained office, redemption, and game floor inventory: ordering, stocking and shipment receiving.
• Updated reports, managed accounts, and generated reports for company database.
• Completed bi-weekly payroll for average eighteen employees.
• Created employee schedules to align coverage with forecasted demands.
• Monitored cash intake and deposit records, increasing accuracy, and reducing discrepancies.

**APRIL 2016 – APRIL 2019**
*Butterfield Games, Sherman Oaks, CA*
**LEAD / GAME ATTENDANT**

• Opened, closed location, and monitored shift changes to uphold successful operations, strategies and maximize business success.
• Maintained positive customer relations by addressing problems

DIANA FLORES • ADMINISTRATIVE MANAGER

DF

ADMINISTRATIVE MANAGER

# Diana Flores

## Proficient

**OPERATING SYSTEMS**
Windows and MacOS

**MICROSOFT SUITE**
Excel, Word, PowerPoint, OneNote

**ADOBE CLOUD**
Illustrator, Photoshop, InDesign, Lightroom, Acrobat

**SKETCHUP**

## References

**ELIAS PEREZ**
*General Manager*

**MATT MAZZAROLI**
*President*

**ERIKA OSTRANDER**
*Office Manager | Exibitions Coordinator*

## Experience (continued)

head-on and implementing successful corrective actions.
• Operated point of sale terminal to complete customer transactions at high volumes.
• Stocked and displayed merchandise in prize area to encourage guests to win game tickets.
• Assisted with game technical and mechanical issues to maintain games online to enhance guest enjoyment.

**MARCH 2018 – MARCH 2019**
*CSUN Galleries, Northridge, CA*
**STUDENT GALLERY ASSISTANT**

• Developed strong communication skills in dealing with administrative, artists, visitors, and customers in fast paced environment.
• Maintained safety and accuracy of incoming works of art, prepared for exhibition and packaged works to be mailed and returned to artists.
• Optimized store revenue and customer interest by renovating store layout and merchandise presentation.
• Worked collaboratively with fellow artists to create branded merchandise for CSUN Art Galleries as well as Special Exhibitions.
• Entered financial transaction data into spreadsheets to maintain accurate financial records for accounting and tax functions.

# BRANDON PEREZ

## PROFESSIONAL SUMMARY

Capable Game Technician experienced in removing and replacing components, testing systems and calibrating settings. Familiar with performing routine servicing. Knowledgeable about working on different systems and learning new procedures by reading and understanding technical documentation. Hardworking and passionate job seeker with strong organizational skills.

## SKILLS

- Critical Thinking
- Technical Support and Assistance
- Maintaining Clean Work Areas
- Active Listening Skills
- Game Programming
- Tool Handling
- Ordering Parts
- Installation Skills
- Excellent Problem-Solving Skills
- Repairing Components

## EDUCATION

**John H. Francis Polytechnic**
Sun Valley, CA • 06/2019

***High School Diploma***

## WORK HISTORY

**Butterfield Games - Game Technician**
*Sherman Oaks, CA • 03/2019 - Current*

- Inspected systems, troubleshot faults and replaced malfunctioning parts with new or repaired components.
- Completed rebuilding and restoration services to restore machines to full functionality.
- Tested machines to determine proper functioning.
- Referred to manuals and wiring diagrams to gather information needed to repair machines.

**Auto Steigler - Collision Repair Technician**
*Reseda, CA • 12/2020 - 04/2021*

- Expertly used wide range of tools for damage repair.
- Reassembled and replaced parts to complete body repairs.
- Installed and removed body panels,doors and fender of vehicles to access areas of repair

**MIS - HVAC Technician**
*Beverly Hills, CA • 06/2020 - 11/2020*

- Conducted maintenance service on HVAC systems to increase life expectancy of equipment and prevent costly repair work.
- Repaired and replaced motors, bearings and belts.
- Inspected and tested refrigeration systems, safety devices and controls to determine proper functionality.
- Traveled to job sights for both scheduled and emergency appointments.

# EVELEEN PEREZ

## PROFESSIONAL SUMMARY

Detail-oriented team player with strong organizational skills. Ability to handle multiple projects simultaneously with a high degree of accuracy.

## SKILLS

- Staff Management
- Sales and Marketing
- Time Management
- Stocking and Replenishing
- Stock Management
- Customer Service

## WORK HISTORY

**Chemist Assistant** • *UCLA Health*
Los Angeles, CA • April 2022 to Current

- Data analysis while adhering to SOPs, ECOs, batch records and work instructions.
- Leveraged computerized management system and labeling process to conduct inventory of reagents, chemicals and supplies.
- Quickly learned new skills and applied them to daily tasks, improving efficiency and productivity.
- Proved successful working within tight deadlines and fast-paced atmosphere.

**Redemption Manager** • *Butterfield Games*
Sherman Oaks, CA • August 2015 to Current

- Stocked and displayed merchandise in prize area to encourage guests to win game tickets.
- Strengthened inventory processes to balance supply needs with budget and space limitations.
- Analyzed inventory to identify excess, slow-moving and obsolete inventory and oversaw disposition.
- Prepared merchandise for transfer to shelves by removing packing materials and applying identifying codes, such as price.

## EDUCATION

**Bachelor Of Science** - Biochemistry • *University of California - Los Angeles*
Los Angeles, CA • June 2022
GPA: 3.8/4.0
**Relevant coursework:** Biochemical methods I & II, Physical Biochemistry, Physical Chemistry : Thermodynamics, Biochemistry: Biosynthetic and Energy Metabolism and Its Regulation. Continuing education in biomedical research

# Attachment D

Employee Training Manual

# Employee Training Manual

*Training manual for Sherman Oaks Castle Park Arcade Attendant*

## OVERVIEW

Below are opening, closing, register, redemption, cleaning procedures

game tech if there are any other questions you may have please ask a manager

## Opening procedure

1. Login as Manager - ID: PW:

    a. Print Daily Labor Z:

        i. Reports

        i. Daily Labor Z

        ili. Yes

        iv. Keep the daily report paper

        v. Take it to the office

1. Open 2nd drawer from the bottom

2. Place paper in Labor Reports File

2. Grab Keys:

    a. Dodger Key (opens back door)

1

b. Superman Key (opens register)

3. Prepare Registers

a. Open Kiosk #1

b. Bag with money should have enough for registers

i. Raid (silver key) : $500 in each

($1 - 100, $5-40, $10 - 20)

ii. Chaos jump (Blue and Red) : $500 in each

($1 - 100, $5-40, $10 - 20)

iii. Prize Counter (Green and Yellow Key): $500 in each

($1 - 100, $5 - 60, $10 - 9, 25 cents - 40)

4. Morning Code Blue - Kiosks

a. Slide staff card

i. Enter password

ii. Close kiosk session

1. Select yes to print

iii. Log off

iv. Pull cash and coins from kiosks

v. Put receipts and money in bag

b. Go to the tech office

i. Take and fill out the Code Blue Slip

2

ii. Separate the bills and coins and count them

iii. Do the math

1. Subtract the credit card takings from the total (do for each kiosk)

2. Add all of the totals up

3. The grand total should match the money pulled from the kiosks iv. Staple receipts to the paper

v. Put code blue slip and any money pulled in the bag and then drop in safe

5. Turn on games 10 minutes before opening

7. Turn on Chaos jump

a. Open the Chaos jump cabinet grab the remote

b. Turn on both tvs

i. Select hdmi input

c. Make sure that the program is opened

d. Go to POS and make sure that the program is open

8. Turning on video for crossy road

a. Open the cabinet door

b. Grab the computer mouse

c. Click on the crossy road application

9. Turn on prize counter lights and TV

10. Getting Maxi-Tune online

a. Go to the middle terminal and flip the test switch up

3

b. Then, with the select switch, scroll down to event mode

c. Make sure all drivers are on and then flip the test switch down

11. Fill out and Sign the Arcade Daily Log

12. Restock Kiosks and registers with game cards

13. Turn on games

14. Check the balls

a. Nba hoops - 5

b. Milk Jug - 5

c. Down the Clown- at least 12

d. Bean Bag Toss- at least 8

15. Recycle Willy Wonka Trays

16. Restock Zombie Snatcher

## Closing procedure

1. Closing Code Blue - Kiosks

a. Close Kiosk Session

i. Yes- Print

b. Log Off

c. Pull cash and coin from Kiosks

d. Put receipts and money in bag

e. Fill Out the top half of the Code Blue Slip

f. Separate bills and coins if any:

i. Coin counter:

1. Turn on with lever on left side

2. Reset to 0 by twisting knob

3. If stuck, push the round button

g. Do the math:

h. Subtract credit card takings from the total (do for each kiosk)

i. Add all of the totals

ii. The grand total should match amount of money pulled from the kiosks

iii. Staple receipts to the paper

2. Closing Code Blue - Registers

a. Close registers

b. Count them to ensure they're good

c. Separate the bills

d. Use coin counter to put the quarters in a roll

e. Prepare registers for the next day

i. Raid Registers : $250 in each

($1 - 50, $5-20, $10 - 10)

ii. Prize Counter Registers: $500 in each

($1 - 100, $5 - 60, $10 - 9, 25 cents - 40)

b. Put register money in bag

5

c. Count all money left over from registers and kiosk

d. Fill out the bottom half of the code blue slip

e. Both totals should match

f. Put money and code blue slip in another bag and drop it in the safe

g. Leave the register money in Kiosk #4

3. Take out the trash (approx. 2 hours before closing)

4. Vacuuming (can start 1 hour before)

5. Shut down Chaos jump (20 minutes before closing)

a. Login, code: 1220

b. Swipe down on screen

c. Close all tabs

d. Power off screen

6. Pause Kiosks (15 minutes before closing) and All games (10 minutes before closig)

7. Restock coin pushers

8. Counting Cards:

a. Use scale

i. Press set sample

ii. Add 10 cards to scale

b. Fill out the sheet

9. Restock prizes

10. Restock snacks and beverages

11. Turn off games (breakers)

12. Close Prize Counter

    a. Turn off TV

    b. Turn off cabinet lights

    c. Throw out trash

13. Wipe down all games

14. Make sure all pagers, walkies, and keys are in the Tech Room

## Redemption

Redemption in Prize Counter allows any guest to know how many tickets are on their game card and decide whether they would like to redeem or save for another visit. Points can be accumulated by playing games or turning in coin pusher cards and coins. Ticket balances can be displayed for guests by scanning guest cards with one of four scanners (red, blue, green, yellow). Our 70" monitor displays up to four different transactions at a time. This monitor informs guests of every item that is deducted or added during their redemption transaction.

In addition to winning digital tickets, guests have the opportunity to earn more tickets by collecting and turning in cards and tokens.

**DC superheroes:**

- total of 16 different cards
- Super Hero bonus (3,000 tickets) : 7 different hero cards
- Villain bonus (5,000 tickets) : 7 different villain cards
- Super card bonus (10,000 tickets) : 14 different character cards
- Hero bonus/ villain bonus (100 tickets each)
- hero/ villain character cards (50 tickets)
- Silver coin (5 tickets)

7

**Marvel Avengers:**

- Total of 9 different cards
- Super Card Bonus (3,000 tickets): 9 different character cards
- Character cards (50 tickets)
- Silver coin (5 tickets)

**Willy Wonka:**

- Total of 10 different cards
- Set Bonus (2,000 tickets): 9 different characters and the goldgen ticket
- Golden Ticket Bonus (1,000): 1 golden ticket
- Character cards (20 tickets)
- Silver coins (5 tickets)

**Redemption transaction**

- Command sheet : 4 barcodes
  - Clear cards & items: clears guest cards trom transaction
  - Cancel last item scanned: cancles the last barcode scanned
  - Cancel next item scanned: removes any barcode by scanning the barcode that had been previously scanned during the transaction
  - Finalize transaction: saves all redemption transaction history
- Ticket token redemption : 5 barcodes
  - Silver: (5 tickets)
  - Green: (5 tickets)
  - Red: (20 tickets)
  - Character: (50 tickets)
  - Set: (5,000 tickets)
- Multiplier Sheet : 12 barcodes
  - Scan multiply followed by the number value then finalize by scanning enter

## Registers

Utilize Sales program to sell card products, check balances/ histories, pause and start kiosk / games, reader maintenance, view sales reports, ect.

**Card products:**

- $25+ $5 bonus: $30 game play
- $35+ $10 bonus: $45 game play
- Best value package $45+ $5 bonus & 2 raid passes: $50 game play + 2 Raid passes *can be split maximum 2 cards
- $50+$15 bonus: $65 game play
- $75+$25 bonus: $100 game play
- $100+$50 bonus: $150 game play
- Single card any amount
- Multiple card any amount
- $5 bogo: $10 game play

**Birthday/ Groups**

- Golf + Games $5 (customer pays $4 per card)
    - Select Golf + Games $5
    - Select New Party
    - Type group name, select ok
    - Begin to swipe each game card until completed total amount of cards
    - Select add to sale, tender, account and type “Rec”
    - Have city employee sign the account receipt
    - Keep receipt for record

**L.A. Camps**

L.A. Camps $15 (customer pays $10 per card)

- Select New Party
- Type group name, select ok

- Begin to swipe each game card until completed total amount of cards
- Select add to sale, tender, account and type “Rec”
- Have city employee sign the account receipt
- Keep receipt for record

**S&B products**

- $2 SB: water, chips and candy
- $4 SB Gatorade: Gatorade
- $3 SB Tapatio Mixed Nuts: Tapatio Mixed Nuts
- $6 SB Dippin’ Dots: Dippin’ Dots
- $6 SB Frozen Bananas: Frozen Bananas
- $4 SB Banana Bites: Banana Bites

**Raid & Chaos Jump**

- Raid $5
- Raid $3 (Group rate of 15 or morepasses purchased)
- Chaos Jump $5
- Chaos Jump $3 (Group rate of 15 or morepasses purchased)

**Manager Comp**

- Manager comp $1
- Manager comp $5
- Manager comp $10
- Manager comp $20

**Card Maintenance**

- Swipe card or enter card number
    - Card details tab informs guest total card balance tickets and value
        + Suspend temporarily or disable permanently
        + Reissue lost or stolen card

    - Guest details tab allows guest to register their cards

+ Cards can be searched by typing first and last name into search bar to recover

- History tab shows Game, Sales and Redemption history

+ Game history shows all the games in which the customer has swiped their card

+ Game history can be printed

+ Sales history shows the value amounts purchased for the card

-Sales receipt can be reprinted

+Redemption history shows points that have been redeemed for a prize

**Cleaning**

Monday:

1. Mix DC, Marvel Avengers, Willy Wonka cards to ensure guaranteed winning bouses
2. Tech office/ Tech room by cleaning, organizing, and replenishing all necessary supplies for work week
3. Prize counter

a. Clean inside of prize cabinet

b. Clean display cases

c. Clean redemption wall

d. Vacuum inside of prize counter

11

Tuesday:

1. Top and back of all games
2. Nba Hoops/ Connect 4 Hoops/ Zombie Jam
3. Inside and outside trash cans/ Sanitizer stations / Refill sanitizer stations
4. Change vacuum bag, vacuum outer bags, review roller and band conditions for replacement

Wednesday

1. Air FX pucks
2. RAID game chamber: clean/sanitize walls, align lasers, vacuum,
3. Review RAID hazer levels
4. Milk Jug and Down the Clown
5. Staple party cards (6 boxes of 150 cards should always be available)

Thursday

1. Inside of games
    a. DC Superheroes
    b. Marvel Avengers & Infinity stones
    c. Willy Wonka & the Chocolate Factory
    d. Fantastic Prize 1 & Fantastic Prize 2
    e. Monster's Candy 1 & Monster's Candy 2
    f. Tons of Tickets
    g. Zombie Snatcher
2. Outdoor Hoops
3. All sit down games

FRIDAY

1. Air FX tables 1 & 2
2. Check Minecraft and Injustice cards (Leads only)
3. Check photo booth paper (Leads only)
4. Front of all games

5. Game readers

# Attachment E

New Hire Document

# Sherman Oaks
# Castle Park

**4989 Sepulveda Blvd. Sherman Oaks, CA 91403**
**(818) 756-9459**

**Dear Castle Park Member:**

We would like to take this opportunity to welcome you to Sherman Oaks Castle Park. Extensive research and planning have gone into developing the Sherman Oaks Castle Park Program, giving it an excellent reputation. The quality and execution of this program is dependent on you, the employee, and your relationship with customers and other staff members. Complete customer satisfaction is always our top priority. You have been chosen among many applicants to participate in this extraordinary program. Therefore, we place high expectations on all staff members, expecting nothing but your best effort at all times. Since the program is both detailed and demanding, this manual has been assembled to acquaint you with all aspects of Sherman Oaks Castle Park. We look forward to a rewarding and enjoyable future.

| | | |
|---|---|---|
| Matt Mazzaroli | Elias Perez | Brandon Perez |
| President | Manager | Arcade Technician |

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# Chapter 1: Introduction

### Program Objectives

### Safety, Supervision and Happiness of the Customer

1. Be polite, informative and helpful to all who visit Sherman Oaks Castle Park.
2. Know daily group and party schedules thoroughly and be prepared to execute them with ease and finesse.
3. Keep customers away from hazardous or potentially hazardous situations.

### Enthusiasm!

1. Employees are responsible for maintaining an enthusiastic attitude at all times.
2. Negative attitudes toward customers, co-workers or activities will not be tolerated and will result in written warnings and possible termination.

### Professionalism

1. Uniforms and clothing should be neat and clean. Castle polos must be worn daily.
2. No horseplay. Have fun, but never at the expense of the customers' safety, security or enjoyment.
3. Maintain respect for co-workers and customers at all times.
4. Accuracy: Make sure all money and receipt handling is completed correctly and with care.

## Basic Staff Responsibilities

## Game Attendants

1. Operate cash register
2. Cash handling
3. Provide party information
4. Promote card products
5. Maintain games
6. Maintain facility
7. Redemption

# Chapter 2 Personal Policies

### Salaries and Benefits

Salaries will be paid by Butterfield Games Inc. If an address change is needed, fill out a change of address form. It is up to the individual employee to sign and return all required forms so that they may be processed by the Personnel Division.
No employee will be paid for any work time until notified by his/ her supervisor that he/ she has been approved by the Personnel Division. Any time worked before this notice will be considered voluntary and without pay.
As the employer, Sherman Oaks Castle Park reserves the right to reduce the number of staff if low volume deems it necessary. If an employee would like some time off, or decides to terminate their employment, written notice should be given two weeks prior to the termination date.

### Worker's Compensation

Each employee is covered by Worker's Compensation Insurance. If any injury is sustained while the employee is carrying out the responsibilities of their employment. Each employee must immediately report all injuries to a supervisor no matter how minor the injury might seem. If any injury is serious and no supervisor is present, the employee should seek medical attention first. Supervisor must report all on- the- job injuries. If a supervisor believes an injury may require medical attention, they must contact the Worker's Compensation Division at (213) 576- 7389 for instructions.

### Employee Conduct (Staff Discipline)

All staff members are expected to conduct themselves in a professional manner at all times according to both common sense and the policies and practices set forth in this manual. Staff members who violate any of these policies or practices will be subject to one or more of the following disciplinary actions:

1. **Verbal Warning:** If given a verbal warning, the employee will be expected to correct the problem immediately
2. **Written Corrective Review Notice:** This will be issued by the Faculty Manager and signed by the staff member. Three written warnings can result in termination.
3. **Termination:** The actions listed in the Prohibited Behavior section, depending on the degree of offense, can be grounds for immediate termination.

### Prohibited Behavior

In order to maintain a safe, efficient and cordial work environment, certain types of behavior are prohibited. Engaging in prohibited behavior, or failure to comply with department rules, regulations and procedures may result in disciplinary action up to and including discharge. The following examples of prohibited behavior are intended to provide illustrations. Butterfield Games is governed by a strict set of safety and conduct rules. Most of these rules are outlined within this manual, but other behavior may be considered prohibited.

**Misconduct:**

- Possession or use of intoxicants or narcotics on City property. Reporting for work under the influence of alcohol or narcotics will result in termination.
- Unauthorized disclosure of confidential information.
- Unsafe behavior.
- Violation of Fire or Safety Regulations.
- Gambling on City Property.
- Sexual harassment or intimidation.
- Public display of affection while in uniform.
- Any other conduct on City property that may be illegal or not in the Butterfield Games best interest.
- Smoking while on duty. (Employees may smoke during a meal period or while on break, but must be outside of uniform or have it covered from public view.)
- Falsification of records including omitting facts or willfully giving wrong or misleading information. This includes, but is not limited to, the employment application and time sheets.
- Violation of the policy prohibiting discrimination against or harassment of co-workers or customers including malicious gossip or derogatory attacks.
- No call/ No show or unauthorized absence.
- Unbecoming conduct, horseplay, unnecessary noise, or any act of jeopardizes the order of business and safety of Sherman Oaks Castle Park, employees, customers or City property.
- Serious misconduct of any kind as defined by Butterfield Games.
- Any relationship which creates a conflict of interest that jeopardizes the employee's ability to perform job responsibilities safety, completely and / or honestly.
- Creating or contributing to unsanitary or immoral conditions.
- Proof or confession of dishonesty, including, but not limited to, theft of any kind, arrest and conviction of a felony.
- Borrowing, using, lending, removing, or giving away of Butterfield Games funds, merchandise or equipment, without written authorization of the management.
- Fighting, striking or attempting to strike another person, or any act of violence or threat of violence occurring on the premises.
- Willful damage or destruction of Butterfield Games property, equipment, merchandise or property of others on the premises.

- Any act of insubordination, or refusal to comply with the direct instructions or directions of one's supervisor.

- Possession of firearms, weapons, or explosives on the premises.
- Extending unauthorized discounts, refunds or credits, failure to record sales, working with an open register.
- Unauthorized posting, distribution, removal or alteration of any material on the premises.
- Unauthorized entry or exit from the premises at points other than those designated for employees. Going into restricted areas without authorization.
- Disobedience of rules, including, but not limited to safety, fire and sanitary rules and regulations.
- Accepting gratuities, gifts, presents money or tips from customers.
- Failure to report to your supervisor any injury, accident, or damage to City Property.
- Excessive absenteeism is defined as exceeding seven instances in a 12- month period extended by any leave of absence. (When absent for two or more consecutive days, this is one instance.)
- Excessive tardiness- -three separate tardies in any 30- day period is considered excessive.
- Failure to perform work as required. Not meeting requirements for quality, accuracy or quality of work, inefficiency or the inability to perform assigned tasks.
- Use of rude, derogatory, foul or obscene language.
- Discourtesy, insolence or rudeness to a customer.
- Trading, switching or not following the posted work schedule without prior approval of a manager.
- Beginning work prior to the start of your scheduled shift or leaving before your work schedule is completed without the express approval of management to change your schedule.
- Failure to show up to work, or call in prior to the beginning of the work shift. Notification must be made to a supervisor at least one hour before the start of the work shift unless the employee is working the first shift of the day, in which case, employee must notify his/ her supervisor at the start of the shift.
- Unnecessary loitering, wasting of time, engaging in personal conversations, detracting from one's work or the work of others.
- Use of Butterfield Games telephone for personal business, except in the case of an emergency, and then only with express management approval.
- Taking extended breaks or meal periods. Loafing or other abuse of Butterfield Games time.
- Violations of established cash handling policies and procedures.
- Soliciting or collecting funds for any purpose during actual working hours without the permission of a manager.

**Time and the Employee**

All employees are advised to allow ample time to get to work. Schedules will be posted and all employees are expected to know their scheduled work times. Tardiness and excessive absenteeism will not be tolerated and will result in written warnings and possible termination. If employees know they will be late, they should call to inform a manager.

**Clock Ins**

Employees are responsible for their clock-ins. We trust employees' ability to record shift time accurately. Failure to accurately log in and out is a violation of Butterfield Games policy. Anytime employees are scheduled to work five hours or more they are required to clock out for a thirty- minute lunch break. Employees are responsible for notifying a manager that they need a lunch break.

It is the employees' responsibility to be at their positions when their shift begins. All time spent preparing for work (hanging coats up, ect.) should be completed before clocking in.

Other important points are as follows:

1. Never clock in ahead of time.
2. Always clock out when dismissed.
3. Never clock in another person.

**Dress Code**

Each employee will be issued four staff shirts. It is the employees' responsibility to wash their uniform before the next shift. Pants must be purchased by the employee and must be either black jeans or khaki slack- type pants. Tennis shoes are required and must be white or black. In addition, the employees shall be clean- shaven before reporting for duty. Shorts may be worn during the summer months, but must be black or khaki in color and be of an appropriate length.

## Chapter 3 General Procedures

**Conduct**

A. Always be patient and considerate.
B. Always listen carefully to determine exactly what the customer wants.
C. Information given to the customer should be accurate and complete.
D. Never be discourteous to save time.
E. Convey a friendly and helpful attitude.

Working at Sherman Oaks Castle Park may be difficult for some people because they find themselves in a work situation where they can have fun. Unfortunately, some employees get caught up in the fun aspect and forget they are working. While work should be enjoyable, employees should remember that they are working. This means that personal fun should never override the enjoyment of customers.

The success of Sherman Oaks Castle Park depends on the attitude of the staff. The employees' attitude will directly influence the attitude of the customers. Having a positive attitude toward customers, activities, and co-workers is not only important but part of the job. Negative attitudes will be cause for oral warnings, written warnings or termination.

**Lost and Found**

Any personal belongings left by customers at the end of the day should be placed in the Lost and Found basket in the office.

**Cleanup**

Cleanup needs to be done by every staff member at all times. During each shift, always be aware of the entire facility and clean up whenever necessary. At the close of the business day, the game room will receive a thorough cleaning. There is no excuse for leaving areas messy, and repeat offenders will be issued written warnings.

**Cash Handling**

When making change, bills received shall not be placed in the cash register until the patron acknowledges that he/ she has received the proper change, which has been counted back by the cashier. The cash register drawer shall be closed after every transaction. A manager must be called anytime a $ 50 or $100 bill is present for payment.

**Receipts shall be issued for all transactions, such as card purchases, concessions, ect.**

Funds must be placed in the register or safe only. Cash and checks shall never be left on a counter of a file cabinet, in a desk drawer or kept in a loose manner. Only the Department's money should be kept in the cash register or safe. Cashiers shall not use their own money to make change or mix it with Butterfield Game Funds. The manager on duty will ensure that the operating funds are adequate.

Attendants shall not accept a patron's money, valuables or personal property for safekeeping.

**Cash Register Instructions**

1. The opening cashier shall check the cash register for the correct date and time.
2. The cashier will also make sure that the cash register display is visible to the patron at any p.o.s. and that the register has sufficient receipt paper.
3. If a cash register breaks down and none of the troubleshooting procedures corrects the situation, notify the manager on duty.

**Void Procedures**

All voids at the cash register should be completed as follows:

The cashier will write "void" on the incorrect receipt then **immediately** initial it and inform a manager. Write an explanation for the void on the receipt, and have the manager on duty process the void. After the receipt is voided and initialed by the manager, attach it to the original receipt and place both receipts in the cash register drawer.

Cashiers are not allowed to void a receipt by any means other than that described above. Any deviation from this policy will result in disciplinary action.

## Chapter 4 Emergency Procedures

## Fire Procedures

## If there is a fire or smoke

1. Life Safety:

If there is a fire in an occupied room, remove anyone from immediate danger. Confine the fire or smoke by closing but not blocking doors as you leave the area.

2. Notification:

In the event of a fire, activate any of the manual pull stations indicated on the attached map. Pull stations are marked as "PS" on the map. Study the map, as there will be no time to consult the manual during an actual fire. The locations of the fire extinguishers are denoted by a black dot.

A. Notify the Fire Department. Dial 9-1-1. Give them the following information:

* Building name: Sherman Oaks Castle Park
* Building address: 4989 Sepulveda Blvd.
* Nearest cross Street: Morrison
* Nature of emergency
* Your callback telephone number:

**NOTE: DO NOT HANG UP UNTIL AFTER THE EMERGENCY OPERATOR HANGS UP.**

3. Return to the fire, use the fire extinguisher only if someone is with you and it is safe to do so.

4. Proceed to the safest exit or stairwell and begin to evacuate unless told otherwise by building staff or the Fire Department.

* Nearest exit is the Back Door.
* Secondary exit is the Front Door.

**The following phone numbers are alternate emergency numbers for use only if there is a problem with 9-1-1:**

* Fire Department: (213) 485-6180
* Paramedics: (213) 485-6180
* Police: (818) 756-8343 or (818) 756-9485

**The designated outside safe refuge location for this building is the parking lot area between the trash receptacles and the batting cages.** Report to this location any time the order to

evacuate the Castle is given. Employees must report directly to the parking lot so that a head count can be taken to ensure that everybody has been counted for.

**Upon hearing or seeing a fire alarm:**

1. If leaving a room, feel the doors before opening them. DO NOT OPEN ANY THAT ARE HOT. Remember to close doors behind you but do not lock them.

2. Do not return to the area for personal belongings.

3. If smoke is present, stay low. Best quality air is near the floor. Do not attempt to run through heavy smoke or flame.

4. Proceed to the safest stairwell and begin to evacuate, unless told to do otherwise by a manager.

5. Employees may be asked to help the manager with people who may need assistance at a given location.

**If trapped inside a room:**

1. Wedge cloth material along the bottom of the door to keep smoke out.

2. Close as many doors as possible between you and fire.

3. Use the telephone (if available) and notify the Fire Department of the problem.

4. If windows can be opened and air is needed, open the window. Break the window only as a last resort, as it will become impossible to shut if necessary.

**SMOKE DETECTORS ARE PROVIDED FOR PERSONAL SAFETY. ANYONE WHO WILLFULLY AND MALICIOUSLY TAMPERS WITH, DAMAGES OR REMOVES ANY REQUIRED SMOKE DETECTOR IS GUILTY OS A MISDEMEANOR. ANY PERSON WHO WILLFULLY AND MALICIOUSLY SENDS, GIVES OR SOUNDS ANY FALSE FIRE ALARM IS GUILTY OF A MISDEMEANOR.**

## Earthquake Procedure

**During the Earthquake**

People are usually safer inside the building than outside.

**If there is a tremor:**

1. **DUCK** – Duck or drop down to the floor.

2. **COVER** – Take cover under a sturdy desk, table or other furniture. If that is not possible, seek cover against an interior wall and protect your head and neck with your arms. Avoid danger spots near windows, hanging objects, mirrors, video games or tall furniture.
3. **HOLD**- If taking cover under a sturdy piece of furniture, hold onto it and be prepared to move with it. Hold this position until the ground stops shaking and it is safe to move.
4. Do not enter or exit the building during the shaking. There is a danger of falling debris.
5. If outdoors, move away from buildings, falling objects and power lines.

**After the earthquake:**

1. Be prepared for aftershocks. If outside, do not turn to the building until authorized.
2. Check for injuries and administer first aid if necessary (and qualified). Do not move victims unless absolutely necessary.
3. Replace telephone handsets that have been shaken off, do not try to use the telephones except to report fires or medical emergencies.
4. When exiting, make sure that the exit is safe to use.

**Bomb Threat:**

1. Attract the attention of a co-worker. Have a co-worker dial 9-1-1 to request that the call on your line to be traced and Police Department response.
2. Get as much information as possible from the caller about the bomb's location, type, and time of detonation.
3. Ask about the bomb's appearance and who is placing it.
4. Listen for background noises or distinguishing voice characteristics that might aid police.
5. Make sure that emergency services have been notified (9-1-1) and relay all information.
6. Survey that immediate work area and report all suspicious items to security. Do not touch a suspected bomb or unusual device.

**Power Outage**

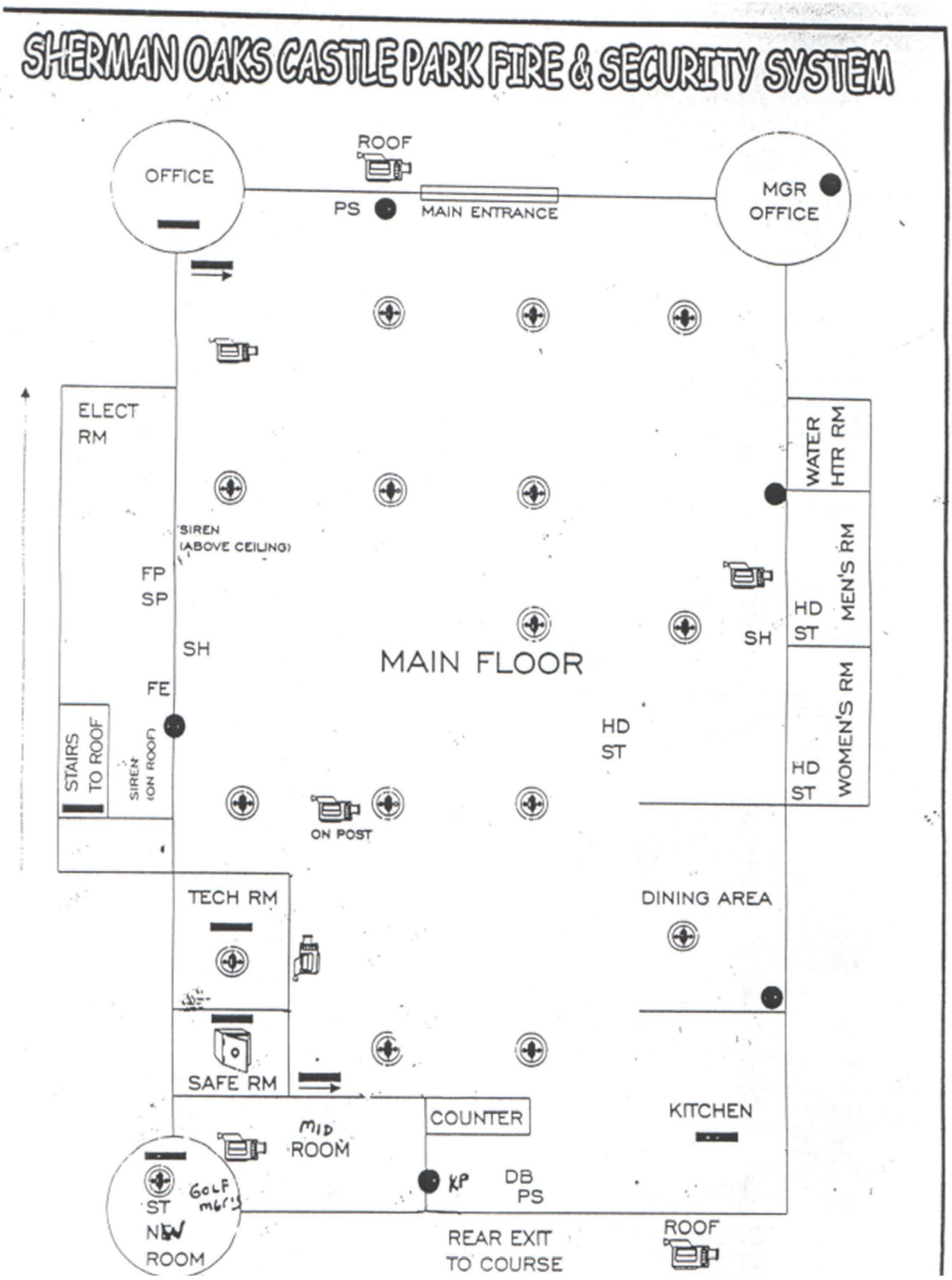
1. Remain calm and in place.
2. If possible, notify management.
3. Turn on the battery- powered radio to find out what is happening in the area.
4. Unplug all electrical equipment, television sets, computers, audio visuals and turn off light switches unless needed. When power resumes, it may surge and blow fuses and other equipment.
5. Open doors and windows as this will provide natural light.
6. If an evacuation is necessary, use flashlights to evacuate to the designated area.

**Medical Emergencies**

1. Do not move the person.
2. Call the paramedics. Dial 9-1-1. If 9-1-1 does not respond, dial (213) 485- 6180. Give them all the following information.

* Building name: Sherman Oaks Castle Park
* Building address: 4989 Sepulveda Blvd.
* Nearest cross Street: Morrison
* Nature of emergency
* Victims name and location
* Your callback telephone number:

3. Notify Manager.
4. Try to make the victim comfortable. If trained in first aid or CPR, assist as needed.
5. Gather as much information as possible about the victim and his/ her injury, including signs, symptoms and the chief complaint.
6. Have someone in the parking lot direct paramedics to the victim's location.


SHERMAN OAKS CASTLE PARK FIRE & SECURITY SYSTEM
OFFICE
ROOF
PS
MAIN ENTRANCE
MGR OFFICE
ELECT RM
SIREN (ABOVE CEILING)
FP
SP
SH
FE
MAIN FLOOR
WATER HTR RM
MEN'S RM
HD ST
SH
WOMEN'S RM
HD ST
HD ST
STAIRS TO ROOF
SIREN (ON ROOF)
ON POST
TECH RM
DINING AREA
SAFE RM
COUNTER
KITCHEN
MID ROOM
ST
GOLF mbr's
NEW ROOM
KP
DB PS
REAR EXIT TO COURSE
ROOF

Butterfield Games

Corrective Review Notice

Employee Name:_____ Date:_____

**Type of Violation**

| | | |
|---|---|---|
| **Attendance** | **Disobedience** | |
| **Tardiness** | **Work Quality** | |
| **Behavior** | **Safety** | **Other:**_____ |

**Department Statement and Details**

_____
_____
_____
_____
_____

**Employee Statement**

I agree with the department's statement.
I disagree with the department's statement for the following reason.

_____
_____
_____
_____
_____

**Suggestion for Improvement**

_____
_____
_____

I have read and understand the above.

**Employee's signature:**_____**Date:**_____

**Supervisor's signature:**_____**Date:**_____

## Agreement

***I,*** _____
***have received orientation, read completely and understood the contents of the Sherman Oaks Castle Park Manual. I further understand that it is my responsibility to be familiar with and exercise all procedures discussed in this manual. I know that failure to abide by the procedures discussed in the above mentioned manual may be cause for immediate termination.***

***Signature*** _____ ***Date***_____

# Attachment F

AJ Family Food Concession, LLC

Injury and Illness Prevention Program (IIPP)

# Injury and Illness Prevention Program (IIPP) for A.J. Family Food Concession, LLC

**Date: 3/29/2023**

## RESPONSIBILITY

The IIPP administrator, Asmir Cirkic has the authority and responsibility for implementing the provisions of this program for A.J. Family Food Concession, LLC.

All supervisors and lead personnel are responsible for implementing and maintaining the IIPP in their work areas and for answering worker questions about it. A copy of this IIPP is available on site from Asmir Cirkic located in Office.

## COMPLIANCE

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated to and understood by all employees. Supervisors and lead personnel are expected to enforce the rules fairly and uniformly.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

The following is our system of ensuring that all workers comply with the rules and maintain a safe work environment:

- Informing workers of the provisions of our IIPP.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthful work practices.
- Providing training and re-training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices.

## COMMUNICATION

The following is our system of communication, designed to facilitate a continuous flow of two-way safety and health information in a form that is readily understandable to all affected personnel.

- New worker and temporary employee orientation, including a discussion of restaurant and kitchen health and safety policies and procedures.
- Follow-through by supervision to ensure effectiveness.
- Workplace-specific safety and health training.
- Safety meetings held at least every Quarter — more frequently as deemed necessary by the identification of hazards or occurrence of injuries and illnesses.
- Effective communication of safety and health concerns between workers and supervisors, including language translation where appropriate.
- Posted and distributed safety information.
- A system for workers to anonymously inform management about workplace hazards. This is to be accomplished by leaving a unsigned note in the office.
- Restaurant- and kitchen-specific health and safety rules.

## HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by the restaurant supervisor according to the following schedule :

- At least weekly or at the supervisor's discretion, depending on conditions and activities. Additional daily checks will also be made at the beginning of the day's work.
- When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace.
- When new, previously unidentified hazards are recognized.
- When occupational injuries and illnesses occur.
- When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.
- Whenever workplace conditions warrant an inspection.

Periodic inspections will be conducted using applicable sections of the attached *Restaurant Hazard Assessment Checklist* and any other effective methods we elect to use to identify, evaluate, and track workplace hazards, including our *Hazard Tracking and Correction Record.* Those conducting the inspections will be trained on how to use the checklist and properly identify work site hazards.

## ACCIDENT/EXPOSURE INVESTIGATIONS

Investigation of workplace accidents, hazardous substance exposures, and near-miss incidents will be done by the supervisor, lead, and employee affected and will include:

- Visiting the scene as soon as possible.
- Interviewing affected workers and witnesses, with the goal of fact-finding, not faultfinding.
- Examining the workplace for factors associated with the accident/exposure/near-miss incident.
- Determining the causes of the accident/exposure/near-miss incident.
- Taking corrective action to prevent the accident/exposure/near-miss incident from reoccurring.
- Recording the findings and corrective actions taken on our *Accident/Exposure and Near Miss Incident Investigation Report.*

## HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices, or procedures are to be immediately brought to the attention of affected employees and shall be corrected in a timely manner, based on the severity of the hazards and according to the following procedures:

- When observed or discovered.
- When an imminent hazard exists that cannot be immediately abated without endangering employee and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. If a piece of equipment is hazardous, it will be removed from service and identified as defective. Workers necessary to correct the hazardous condition will be provided with the necessary protection.
- All such actions taken and dates they are completed will be documented on our *Safety and Health Hazard Tracking and Correction Record.*

## TRAINING AND INSTRUCTION

All workers, supervisors, and lead personnel will be trained and instructed on general and job-specific safety and health practices. Training and instruction will be provided as follows:

- When our IIPP is first established.
- To all new and temporary workers.
- To all workers given new job assignments for which training has not been previously provided.
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard.
- Whenever we become aware of a new or previously unrecognized hazard.
- To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
- To all workers with respect to hazards specific to each employee's job assignment.

This training will include, but not be limited to:

- Explanation of:
  - Our IIPP.
  - Emergency action plan.
  - Fire prevention plan.
  - Measures for reporting any unsafe conditions, work practices, and injuries.
  - When additional instruction is needed.
- Use of appropriate clothing, including gloves, footwear, and personal protective equipment.
- Information about chemical hazards to which employees could be exposed, and other hazard communication program information.
- Availability of toilet, hand-washing, and drinking water facilities.
- Provisions for medical services and first aid, including emergency procedures.
-

In addition, we provide specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

## Employee Access to the IIPP

Our employees have the right to examine and receive a copy of our IIIPP. This will be accomplished by:

1. Provide access in a reasonable time, place, and manner, but in no event later than five (5) business days after the request for access is received from an employee or designated representative.
   a. Whenever an employee requests a copy of the Program, we will provide the requester a printed copy of the Program, unless the employee or designated representative agrees to receive an electronic copy of the Program.
   b. One printed copy of the Program will be provided free of charge. If the employee requests additional copies of the Program within one (1) year of the previous request and the Program has not been updated with new information since the prior copy was provided, we may charge reasonable, non-discriminatory reproduction costs for the additional copies.

Any copy provided to an employee or their designated representative need not include any of the records of the steps taken to implement and maintain the written IIP Program.

Where we have distinctly different and separate operations with distinctly separate and different IIPPs, we may limit access to the IIPP applicable to the employee requesting it.

An employee must provide written authorization in order to make someone their "designated representative." A recognized or certified collective bargaining agent will be treated automatically as a designated representative for the purpose of access to the company IIPP. The written authorization must include the following information:

- The name and signature of the employee authorizing the designated representative.
- The date of the request.
- The name of the designated representative.
- The date upon which the written authorization will expire (if less than 1 year).

## RECORDKEEPING

We have taken the following steps to implement and maintain our IIPP:

- Records of hazard assessment inspections, including the person conducting the inspection, the unsafe conditions and work practices that were identified, and the action taken to correct the identified unsafe conditions and work practices, are recorded on our:
  - *Safety and Health Hazard Assessment Checklist.*
  - *Safety and Health Hazard Tracking and Correction Record.*
  - *Accident/Exposure and Near-miss Incident Investigation Report.*
- Documentation of safety and health training for each worker, including the worker's name or other identifier, training dates, type of training, and training providers, are recorded on our *Worker Training and Instruction Record.*
- Entry into the Log Book of any incidents or hazardous conditions.

Inspection records and training documentation will be maintained for at least one year, except for training records of employees who have worked for less than one year, which are provided to the worker upon termination of employment. These records are to be maintained by Asmir Cirkic.

Asmir Cirkic, Managing Member

# WORKPLACE SAFETY AND HEALTH RULES

## General

- All persons shall follow these safe practice rules, render every possible aid to safe operations, and report all unsafe conditions or practices to supervisors.
- Supervisors/lead shall insist that employees observe and obey every applicable company, state, or federal regulation and order necessary for the safe conduct of the work, and shall take action as necessary to obtain compliance.
- All employees shall be given frequent accident prevention instruction.
- Anyone known to be under the influence of drugs or intoxicating substances, which impair the employee's ability to safely perform assigned duties, shall not be allowed on the job while in that condition.
- Horseplay or other acts that tend to adversely influence the safety or well-being of the employees shall be prohibited.
- Work shall be well planned and supervised to prevent injuries in material handling and sharing equipment.
- No employees shall knowingly be permitted or required to work while their ability or alertness is so impaired by fatigue, illness, or other causes that they might unnecessarily expose themselves or others to injury.
- Employees shall be instructed to ensure that all guards and other protective devices are in the proper places and properly adjusted, and shall report deficiencies promptly to the supervisor/lead.
- Workers shall not handle or tamper with any electrical equipment or machinery in a manner outside the scope of their duties, unless they receive instructions from their supervisor/lead.
- All injuries shall be reported promptly to the supervisor so arrangements can be made for medical or first aid treatment.
- When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used. Where feasible, material handling equipment will be used, along with "buddy" team-lifting.
- Inappropriate footwear or shoes with low-friction soles must not be worn.
- Employees shall thoroughly wash hands and exposed skin after handling hazardous substances, and follow special instructions from authorized sources. Solvents must not be used to clean hands or skin.
- All personal protective equipment must be worn and maintained as required at the workplace.

## Use of Tools & Equipment

- All tools and equipment shall be maintained in good condition.
- Damaged or otherwise unsafe tools or equipment shall be removed from service and tagged as "DEFECTIVE."
- Only appropriate tools and knives shall be used for specific jobs.
- Knives shall be kept sharp.

## Machinery

- Loose or frayed clothing, long hair, dangling ties, or finger rings shall not be worn around moving machinery or other places where they may become entangled.
- Where cleaning, servicing, adjusting, or repairing machinery, lockout procedures shall be used.
- Interlocks and guards on equipment shall not be removed or defeated.
- Employees shall operate and maintain machinery in accordance with manufacturers' instructions.

## Electrical

- Electrical cords shall not be exposed to damage by carts or sharp objects.
- Frayed electrical wiring and damaged plugs must not be used.
- Electrical plugs and connections must not be altered.
- Employees must not work on energized equipment or systems unless the supervisor has determined that such work is to be done. Work on energized equipment and systems must be done using necessary safety precautions and according to training provided.
- Only qualified persons shall work on electrical equipment or systems.

## Chemical Exposure

- Eye and skin protection will be used whenever there is the risk of exposure to corrosive or irritating substances or substances that can be absorbed through the skin.
- Container labels must not be defaced. Illegible labels must be replaced.

## Deep Frying

- Fryers must be covered whenever someone needs to clean or work above fryers.
- Tabletop fryers must be secured from displacement on the working surface.
- Use caution when placing frozen foods into deep fryers. Remove excess ice/frost first.

## Slippery Work Surfaces and Use of Mats

- Employees must work in pairs when required to lift/move large mats.
- Spills must be immediately cleaned up.
- Warning cones/signs must be used to warn of wet floors.

## Ladders

- Ladders must be placed on a stable foundation and secured from displacement.
- Step ladders must not be used as lean-to ladders.
- Employees shall climb or work with the body near the middle of the step or rung and shall not overreach from this position.
- When necessary to avoid overreaching, the employee shall descend and reposition the ladder.
- When it is not practical to work with the body near the middle of the step or rung, the ladder shall be secured to the top support, and the employee shall be protected by a personal fall protection system.
- Employees shall not carry equipment or materials that prevent the safe use of ladders.
- When ascending or descending a ladder, the user shall face the ladder and maintain contact with the ladder at three points (meaning two feet and one hand, or two hands and one foot) at all times.
- Ladders that have defects shall be withdrawn from service for repair or destruction and tagged or marked with "Dangerous, Do Not Use."

## Lockout/Blockout

- Site lockout/blockout procedures must be followed any time there is work on equipment that poses potential exposure to electrical or stored energy.

# RESTAURANT HAZARD ASSESSMENT CHECKLIST

Those items with an asterisk (*) should be checked daily by supervisors. The rest are to be evaluated weekly. Those items checked "NO" during inspection must be documented on the SAFETY AND HEALTH HAZARD ASSESSMENT TRACKING AND CORRECTION RECORD for effective documentation of why the hazards existed, who is responsible for correction, and follow-through to timely correction.

| No | Yes | Location |
|---|---|---|
| | | **GENERAL WORK AREA** |
| | | Is the "Safety and Health Protection on the Job" poster displayed? |
| | | Is the "Access to Medical and Exposure Records" poster displayed? |
| | | *Are emergency exits unobstructed? |
| | | *Are emergency exit doors unlocked or provided with panic hardware? |
| | | *Are aisles or walkways maintained at least 24 inches wide? |
| | | *Are exit signs properly illuminated? |
| | | Is a first aid kit available and properly stocked? |
| | | **WALK-IN REFRIGERATORS AND FREEZERS** |
| | | Can the door be opened from the inside? |
| | | If the door can be locked, can it be opened from the inside when locked? |
| | | Is a firefighters axe kept inside, near door (unless doors are equipped with heating elements or room temperature is above 32° F)? |
| | | Is proper illumination provided? |
| | | Do both the inside and the outside light switches work? |
| | | Is the floor maintained so that there is no slip hazard (spills cleaned up or buildup of ice removed)? |
| | | Are employees under 16 prohibited from working in a freezer or meat cooler? |
| | | **LADDERS** |
| | | Are portable metal ladders marked with a warning reading "CAUTION — DO NOT USE AROUND ELECTRICAL EQUIPMENT"? |
| | | Are ladders in good condition? Check for broken or missing steps, rungs, cleats, safety feet, side rails, grease or other defects? |
| | | Are ladders tall enough so that employees are not standing on the top two steps? |
| | | **LADDERS — Continued** |
| | | Are employees trained in proper use of ladders? |
| | | Are non-conductive ladders being used around or for electrical work? |
| | | **EQUIPMENT GUARDING** |
| | | Are compressor V-belts physically guarded or guarded by location? |
| | | Are moving parts of machinery guarded? |
| | | Is the throat of the garbage disposal guarded (where required)? |
| | | Are guards provided on mixers? |

| No | Yes | Location |
|---|---|---|
| | | Are workers under 18 prohibited from operating power-driven machinery such as bakery machines (including dough mixers) and box crushers/compactors? |
| **SLICER SAFETY** | | |
| | | Are slicers properly guarded? |
| | | *Is the power switch turned to the "OFF" position when not in use? |
| | | *Is the slicer width adjustment set to "0" when not in use? |
| | | Are workers under 18 prohibited from operating power-driven machinery such as meat slicers? |
| **COMPRESSED GAS CYLINDERS** | | |
| | | *Are compressed gas cylinders secured so that they cannot fall or be knocked over? |
| | | Are the cylinders labeled as to their contents? |
| | | Are the cylinders marked that they are full, in-use, or empty? |
| | | *Are caps secured on the cylinders when not in use? |
| **FIRE EXTINGUISHERS** | | |
| | | Are fire extinguishers: |
| | | • In their dedicated location and identified? |
| | | • Accessible? |
| | | Have the fire extinguishers: |
| | | • Been used since last inspected? |
| | | • Been recharged within the past year? |
| | | • Had documented monthly visual inspections? |
| | | If the cook line is equipped with an automatic fire extinguisher hood system, is it properly serviced and charged? |
| **ELECTRICAL SAFETY** | | |
| | | Is a grounding prong provided on equipment not labeled as intrinsically safe? |
| | | Are cover plates provided on all electrical outlets and wall switches? |
| **ELECTRICAL SAFETY — Continued** | | |
| | | *Is there at least 3 feet of space in front of circuit panels that is kept clear of all items? |
| | | Are inserts (rated for the circuit panel) used to cover openings in the circuit panels? |
| | | Are all the circuits labeled as to their use? |
| | | Are extension cords being properly used (not being used in lieu of permanent wiring and not run through doors/walls)? |
| | | Is the cover door provided on the circuit panel? |
| | | Are openings in junction boxes sealed? |
| | | Is electrical cord insulation in good condition, i.e., not frayed, worn, cut, improperly spliced, or damaged? |
| | | Are electrical disconnects labeled as to the equipment they serve? |

| No | Yes | Location |
|---|---|---|
| | | Are ground fault circuit interrupters (GFCIs) provided at wet locations? |
| | | Is a Lock-out/Block-out program provided for cleaning, adjusting, or repairing machines? |
| **PERSONAL PROTECTIVE EQUIPMENT (PPE)** | | |
| | | *Are hot pads or oven mitts provided for and used by the cooks? |
| | | *Are cut-resistant gloves provided and used when cleaning sharp equipment? |
| | | *Are appropriate gloves provided for and used by employees working with chemicals? |
| | | *Is eye and/or face protection provided for and used by employees with exposure to caustic or acidic chemicals who have potential for splash to the eyes and face? |
| | | *Is hearing protection provided and used in loud work environments? |
| | | Is an ANSI-approved emergency eyewash provided where employees have exposure to caustic or acidic chemicals that have potential for splash to the eyes and face? |
| | | Are emergency eyewash stations activated at least once per month? |
| **KITCHEN AREA** | | |
| | | *Are floors clean and dry? |
| | | *Are non-skid mats provided? |
| | | *Are knives stored properly? |
| | | *Are knives sharp? |
| | | *Are knives in good condition? |
| | | *When using knives, do employees cut in the direction away from their body? |
| | | *Are knives carried with their tips pointed towards the floor? |
| | | Are trash containers of the proper size provided? |
| | | *Are handles of pans turned away from employees to prevent them from being bumped off the stove? |
| | | *Are pots not filled more than 2/3 full? |
| | | *Are employees not wearing loose clothing near open flames? |
| **KITCHEN AREA — Continued** | | |
| | | *Is the exhaust hood functioning? |
| | | Are the hood and hood filters free of grease? |
| | | Are employees under 16 prohibited from baking or cooking on the job (except cooking at a serving counter)? |
| **CHEMICAL SAFETY** | | |
| | | Are all chemical containers labeled with the product name, signal word, hazard statement, pictogram, precautionary statement, and the manufacturer or distributor's name and address? |
| | | If the chemical is transferred to a secondary container, is the secondary container labeled according to our hazard communication program requirements? |
| | | Are safety data sheets (SDS) readily available? |
| | | Are chemicals stored properly? |

| No | Yes | Location |
|---|---|---|
| | | **DISHWASHING AREA** |
| | | *Are knives washed separately? |
| | | *Is broken glass picked up using a broom and dust pan? |
| | | **STORAGE AREA** |
| | | Are racks sturdy and in good condition? |
| | | Is a stepladder provided for high shelves? |
| | | Is the stepladder tall enough so that the top two steps are not stood on? |
| | | Are dollies or hand trucks provided and maintained? |
| | | Are heavy or bulky items stored on lower or middle shelves? |
| | | *When opening boxes with a blade, do the employees cut away from themselves? |
| | | Are employees under 16 prohibited from loading or unloading trucks, or working on a ladder? |
| | | **TRAINING** |
| | | Have all employees been trained on: |
| | | • The Injury and Illness Prevention Program? |
| | | • Reporting injuries and illnesses? |
| | | • Emergency procedures? |
| | | When applicable, have employees been trained on: |
| | | • The Hazard Communication Program? |
| | | • Prevention of bloodborne pathogen exposure? |
| | | • Fire extinguisher use? |
| | | • Violence in the workplace (robberies, etc.)? |
| | | • The use of machinery? |
| | | **TRAINING — Continued** |
| | | • Lock-out/Block-out procedures? |
| | | • Proper lifting procedures? |
| | | • Ladder safety |
| | | **Other** |
| | | |
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| No | Yes | Location |
|---|---|---|
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| | | |

Hazard Assessment conducted by: _____

Date: _____

## SAFETY AND HEALTH HAZARD ASSESSMENT TRACKING AND CORRECTION RECORD

**Date of Inspection or date hazard was identified:** _____

**Person that identified the hazard:** _____

**Unsafe Condition or Work Practice:**

_____

_____

_____

_____

_____

**Why Did Unsafe Condition or Work Practice Exist?**

_____

_____

_____

_____

_____

**Person tasked to correct the problem:** _____ **Correction due date:** _____

**Corrective Action Taken:** _____ **Date Corrected:** _____

_____

_____

_____

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_____

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_____

_____

_____

_____

_____

_____

## ACCIDENT/EXPOSURE AND NEAR-MISS INCIDENT INVESTIGATION REPORT

**Date:** _____ **Name of person affected:** _____

**Location:** _____ **Witnesses:** _____

**What are the details on what the person was doing just before the incident occurred?**

_____
_____
_____
_____

**What happened (provide details, including nature of injury/illness)?**

_____
_____
_____
_____

**What are the underlying reasons (list all of them, and not who was at fault) for the incident occurring?**

_____
_____
_____
_____

**What needs to be done to prevent a reoccurrence?**

_____
_____
_____
_____

**When were the corrective measures implemented?**

_____
_____
_____
_____

**Name of person conducting the investigation:** _____ **Date Initiated:** _____

**Accident/Incident Investigation — Additional Comments:**

_____
_____
_____
_____

## WORKER TRAINING AND INSTRUCTION RECORD

Date: _____ Location: _____ Trainer: _____

Training Subject Details: _____

Method of Training Verbal _____ Video _____

Audio_____ Other _____

| Name (print) | Signature | Employee ID Number |
|---|---|---|
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## Hazard Communication Program for A.J. Family Food Concession, LLC

**Date: 03/29/2023**

As required by California's Hazard Communication (HazCom) Regulation (T8 CCR 5194), our company has developed this Hazard Communication Program, which we implement and maintain as an important component of our Injury and Illness Prevention Program (T8 CCR section 3203) to enhance our employees' health and safety. The Hazard Communication Program manager, Asmir Cirkic, has full authority and responsibility for implementing and maintaining this program.

Our goal is to provide information to all personnel on our worksite — including other employers and their employees — about the hazardous chemicals in our workplace, the associated hazards, and the control of these hazards through a program that includes the elements listed below. We expect contractors bringing hazardous chemicals into our workplace to do the same via their own written HazCom Program.

### List of hazardous chemicals

Asmir Cirkic will prepare and keep current a list of all known hazardous chemicals present in our workplace that are in use or storage (see attached *Hazardous Chemical List*) and, at the same time, verify that we have the most current safety data sheets (SDSs). The product identifiers listed will match those on the corresponding container labels and SDSs. Specific information on each noted hazardous chemical can be obtained by reviewing the corresponding label and SDS.

### Proposition 65 list of chemicals

Asmir Cirkic is responsible for obtaining updates of Prop 65 listed chemicals and providing new information to affected employees. In the case of newly added chemicals to the Prop 65 list, the additional warning requirements will take effect within 12 months from the date of listing.

### Safety Data Sheets (SDSs)

Asmir Cirkic is responsible for obtaining the SDSs corresponding to our *Hazardous Chemical List*, reviewing them for completeness, and maintaining the safety data sheet system for our company.

Should a SDS not be received with or prior to receipt of the initial shipment of a hazardous chemical, or with the first shipment after a safety data sheet is updated, a SDS will be requested as soon as possible from the manufacturer or distributor. If the SDS(s) is still not provided upon request, the manufacturer or distributor will, within seven days of noting this missing information, be requested in writing to provide the required information Asmir Cirkic will forward a copy of this written request to Cal/OSHA if a response is not received from the manufacturer or distributor within 25 days.

If a new or revised SDS is received that indicates significantly increased risks or measures needed to protect employee health, that information will be conveyed to employees within 30 days by noting in the log book and informing each employee in person.

If we become aware of any significant information regarding the hazards of a chemical, or ways to protect against the hazards, this new information will be added to the SDS within three months.

Legible SDS copies for all hazardous chemicals to which employees of this company may be exposed are kept in the SDSS notebook located in the office. SDSs are readily available for review by all employees in their work area and during each work shift without the need to ask someone.

Employees are to contact a manger if they have a specific question or need additional information on a SDS.

SDSs (and the older Material Safety Data Sheets) constitute an "employee exposure and medical record" and will be kept according to T8CCR section 3204 requirements. Records will be kept in office.

## Labels and other forms of warning

Before hazardous chemical containers are released to the work area, it is the policy of our company that Asmir Cirkic will verify that all containers are properly labeled as follows.

- Original containers received from the manufacturer, distributor, importer:
  - Product identifier
  - Signal words
  - Hazard statements
  - Pictograms
  - Precautionary statements
  - Name, address, and telephone number of the manufacturer, importer, or other responsible party

- Workplace containers where the contents of the original containers received from the manufacturer, distributor, importer have been transferred into one of our own containers: Shall be labeled by Product Identifier (Name and type of product).

We will not remove or intentionally deface existing labels on incoming containers of hazardous chemicals, unless the container is immediately marked with the required information.

Portable containers into which hazardous chemicals are transferred from labeled containers, and which are intended only for the immediate use of the employee who performs the transfer are not required to be labeled.

A Manager will utilize the following procedures to review and update label information when necessary.

If we become newly aware of any significant information regarding the hazards of a chemical, we will revise the labels for the chemical within six months of becoming aware of the new information.

To address exposures to Proposition 65 chemicals that do not fall under the requirements of the Cal/OSHA section 5194 Hazard Communication regulation, a manager will provide clear and reasonable warnings to individuals prior to exposure by either:

- Providing a warning to employees in compliance with California Code of Regulations Title 22 (22 CCR) Section 12601(c) in effect on May 9, 1991.
- Complying with the requirements set forth in subsections (d) through (k) of Cal/OSHA section 5194].

## Employee information and training

Employees are to attend a HazCom program training session set up by Asmir Cirkic at the time of their initial assignment and whenever a new chemical hazard is introduced into the work area. This training session will be performed in person and provide information on:

- The requirements of the Hazard Communication regulation, including the employees' rights under the regulation.
- The location and availability of the written HazCom Program and list of hazardous chemicals and SDSs. Included here will be how this information will be addressed when there are other employer activities at the work site.
- Any operation in the employees' work area, including non-routine tasks, where hazardous chemicals or Proposition 65 carcinogens/reproductive toxins are present and exposures are likely to occur.
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area.
- Protective practices the company has taken to minimize or prevent exposure to these substances.
- The details of our HazCom Program, including how to read labels and review SDSs to obtain hazard information, and an overview of our workplace-specific labeling procedures for original and workplace containers, as well as stationary processes.
- Physical and health effects of the hazardous chemicals either individually or as hazard groups. Chemical-specific information will always be available through labels and safety data sheets.
- Symptoms of overexposure.

- Measures employees need to put into practice to reduce or prevent exposure to these hazardous chemicals by engineering controls, work practices, and use of personal protective equipment.
- Emergency and first aid procedures to follow if employees are exposed to hazardous chemicals.
- The location and interpretation, if needed, of warning signs or placards to communicate that a chemical known to cause cancer or reproductive toxicity is used in the workplace.

Employees will receive additional training as soon as possible when a new hazard is introduced into the workplace or whenever employees might be exposed to hazards at another employer's worksite.

Training will be documented via the attached *Hazard Communication Employee Training Roster*.

## Hazardous non-routine tasks

Periodically, our employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, affected employees will be given information by their supervisor on the hazards to which they may be exposed during such an activity.

This information will cover:

- Specific hazards.
- Measures the company has taken to reduce the risk of these hazards, such as providing ventilation, ensuring the presence of another employee, providing a respiratory protection program that meets T8 section 5144 requirements, and establishing emergency procedures.
- Required protective/safety measures.

## Labeled/unlabeled pipes

Above-ground pipes transporting hazardous chemicals (gases, vapors, liquids, semi-liquids, and plastics) will be identified in accordance with T8 CCR, section 3321, "Identification of Piping."

Before employees enter the area and initiate work on or near pipes, a manager will inform them of:

- The location of the pipe or piping system or other known safety hazard.
- The chemicals in the pipe.
- Potential hazards.
- Safety precautions.

## Independent contractors and temporary employees working in our workplace

To ensure that outside contractors work safely at our workplace and to protec is r t our employees from chemicals used by outside contractors, A Manager position esponsible for arranging two-way access of the following information with respect to contractors or other employers in our workplace:

- Hazardous chemicals, including Proposition 65 chemicals, to which they may be exposed while on the job site as well as chemicals they will be bringing into the workplace. To this end, we will provide contractors with information on our labeling system and access to SDSs.
- Precautions and protective measures the employees may take to minimize the possibility of exposure.

Should we use the services of a temporary employment service, we will treat their employees as if they are ours and include them in our Hazard Communication Program accordingly.

Employees are to contact Asmir Cirkic if they have questions about this plan or wishes to review it. Our plan will be maintained by Asmir Cirkic to ensure that the policies are carried out and the plan is effective.

_____

## Hazardous Chemical List

| Hazardous Chemical (Product identifier matches SDS and label) | Operation/Work Area | SDS (date) |
|---|---|---|
| Keystone Drain Treatment | Kitchen | 06/15/19 |
| Keystone Fryer Cleaner | Kitchen | 04/02/2019 |
| S & S Sanitizer | Kitchen/Dining Room | 05/12/2020 |
| Keystone Liquid Pot and Pan Cleaner | Kitchen | 07/15/2022 |
| Keystone Glass Cleaner | Kitchen/Dinig Room | 05/14/2019 |
| Reliance Degreaser | Kitchen | 04/07/2021 |
| Reliance Bleach | Kitchen | 04/13/2015 |
| Keystone Pine Multi-Surface Cleaner | Kitchen/Dining Room | 10/03/2019 |
| | | |
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## Sample Employee Hazard Communication Training Roster

Content of the training will be as outlined in our written HazCom Program and the back of this sheet.

Date: Department: Kitchen/Cafe

Name and title of person conducting the training:

☐ Initial training (reference attached training topic checklist)

☐ Repeat training

☐ Training on newly introduced chemical Product identifier(s):

| Employee Name | Signature |
|---|---|
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## Sample Training Topic Checklist

- Requirements of T8 CCR section 5194.
- Operations where hazardous chemicals are present.
- Location and availability of the written Hazard Communication Program, including the list of hazardous chemicals and safety data sheets.
- Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area.
- The physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified, of the chemicals in the work area.
- The measures employees can take to protect themselves from these hazards, including specific procedures implemented to protect employees from exposure to hazardous chemicals.
- Details of the Hazard Communication Program, including an explanation of the labels received on shipped containers and the workplace labeling system, safety data sheets, and how employees can obtain and use the appropriate hazard information.
- Employee rights:
    - To personally receive information regarding hazardous chemicals to which they may be exposed.
    - For their physician or collective bargaining agent to receive information regarding hazardous chemicals to which the employee may be exposed.
    - Against discharge or other discrimination due to the employee's exercise of the rights afforded pursuant to the provisions of the Hazardous Substances Information and Training Act.

## Sample SDS Request Letter

Date:

Manufacturer or Distributor:

Address:

RE: SDS for listed product identifiers

| Product name on label | Additional identifying information |
|---|---|
| | |
| | |
| | |
| | |

Please provide me with an up-to-date copy of your Safety Data Sheet (SDS) for the above product(s). The SDS is needed for compliance with the State of California Hazard Communication Regulation, title 8, California Code of Regulations, section 5194.

Please either send the SDS to:

Or email to:

Please notify us in writing if this product does not require a SDS.

If you have any questions regarding our request, please contact

Sincerely,

Company Representative

# Compliance Documents

**From:** Matt Taito Mazzaroli <
**Sent:** Thursday, May 11, 2023 3:34 PM
**To:** Sonia Robinson <sonia.robinson@lacity.org>; John Wawee Elias Perez < ; Rap Commissioners <rap.commissioners@lacity.org>
**Subject:** Fw: FedEx Shipment This shipment is scheduled to be sent

This is our cashier's check for $35,000.00. It will arrive tomorrow by noon. Please let me know when it arrives.

---

Ex®

# Hi. This shipment is scheduled to be sent on Thu 5/11/2023.

The delivery date may be updated when FedEx receives the package.

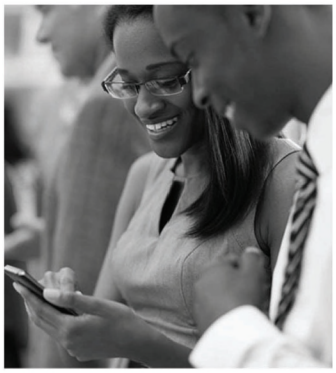
**Estimated delivery date**

Fri, 05/12/2023
before 12:00pm

**INITIATED**
CHICAGO, IL

| | |
|---|---|
| **TRACKING NUMBER** | 398191791925 |
| **FROM** | Chicago, IL, US |
| **TO** | Los Angeles, CA, US |
| **SHIP DATE** | Thu 5/11/2023 03:11 PM |
| **PACKAGING TYPE** | FedEx Envelope |
| **ORIGIN** | Chicago, IL |
| **DESTINATION** | Los Angeles, CA, US |

| | |
|---|---|
| **SPECIAL HANDLING** | Deliver Weekday |
| **STANDARD TRANSIT** | Fri, 05/12/2023 by 12:00pm |
| **NUMBER OF PIECES** | 1 |
| **TOTAL SHIPMENT WEIGHT** | 0.50 LB |
| **SERVICE TYPE** | FedEx Priority Overnight |



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All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.

RFP EXHIBIT D

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, Butterfield Games, INC

being first duly sworn, deposes and states: That the undersigned

_Matt Mazzaroli is CEO of Butterfield Games, INC

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

(a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;

(c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature) 5/5/23

(Print Name) Matthew Mazzaroli

**PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL**

OFFICIAL SEAL
DANIEL R HAINES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 8/29/2025

State of IL County of Cook
The foregoing instrument was acknowledged before me
this 5th day of May 20 23,
by Matthew Mazzaroli
Daniel R. Haines Notary Public
My Commission Expires 8/29/2025

**Disposition of Proposals**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles (City) and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 *et seq.*)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

"The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore."

Proposer's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability or any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

"I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned's firm in the event that the required hold harmless statement is not included in the Proposal."

Signature of person authorized to bind proposer



Date 5/5/23

# CITY OF LOS ANGELES
# RESPONSIBILITY QUESTIONNAIRE

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.**
**In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.**

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

## A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

| City Department/Division Awarding Contract | City Contact Person | Phone |
|---|---|---|
| | | |

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Butterfield Games, INC
Bidder/Proposer Business Name

| Street Address | City | State | Zip |
|---|---|---|---|
| | Chicago | IL | 60618 |

| Contact Person, Title | | Phone | Fax |
|---|---|---|---|
| Matthew Mazzaroli | CEO | | N/A |

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

☒ An initial submission of a completed Questionnaire.

☐ An update of a prior Questionnaire dated ____/____/____.

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

| Print Name, Title | Signature | Date |
|---|---|---|
| Matt Mazzaroli, CEO | | 5/4/23 |

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** 8

## B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: 04/ 28 /1993 State of incorporation: California

List the corporation's current officers.

President: Matt Mazzaroli

Vice President: Elias Perez

Secretary: Matt Mazzaroli

Treasurer: Elias Perez

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Elias Perez 16.6% | Matt Mazzaroli 16.7% Mary Flores 16.7%

Laura Butterfield 25% | Elissa Butterfield 12.5% Tara Butterfield 12.5%

☐ **Limited Liability Company:** Date of formation: / / State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: / / State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: / /

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: / /

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

## C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

   ☐ **Yes** ☒ **No**

   If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

   ☐ **Yes** ☒ **No**

   If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

   ☐ **Yes** ☒ **No**

   If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

   ☐ **Yes** ☒ **No**

   If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [ CPCC §20101(a) ]**

## D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

   ☐ **Yes** ☒ **No**

   If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

   ☐ **Yes** ☒ **No**

   If **Yes**, explain the circumstances on Attachment B.

## E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 30 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

   ☒ **Yes** ☐ **No**

   If, **Yes,** list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

   ☒ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance.

## F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

    (a) Payment to subcontractors?

    ☐ **Yes** ☒ **No**

    (b) Work performance on a contract?

    ☐ **Yes** ☒ **No**

    (c) Employment-related litigation brought by an employee?

    ☐ **Yes** ☒ **No**

14. Does your firm have any outstanding judgements pending against it?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

## G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

## H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

    (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

    ☐ **Yes** ☒ **No**

    (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

    ☐ **Yes** ☒ **No**

    (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

    ☐ **Yes** ☒ **No**

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

    ☐ **Yes** ☒ **No**

    If **Yes**, explain on Attachment B the circumstances surrounding each instance.

### CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

| Matt Mazzaroli CEO/President | | 04/29/23 |
|---|---|---|
| Print Name, Title | Signature | Date |

## ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

**Page _____**

## ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.
**Page _____**

E8. We've held this contract for the last 10 years. Butterfield Games, INC we operated video games to provide a family and fun enviornment for all patrons in a state of the art arcade. We've operated it since 1993 under the same name and it expires in August of 2023.

FORM 50

# Bidder Certification

Los Angeles City ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☑ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

| Reference Number (Bid, Contract, or BAVN) | Awarding Authority (Department awarding the contract) |
|---|---|
| | Recreation and Parks |
| Bidder Name: Butterfield Games, INC | |
| Address | |
| Email Address | Phone Number |

## Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

| | |
|---|---|
| Matt Mazzaroli | |
| Name | Signature |
| CEO/President | 04/30/2023 |
| Title | Date |



Type text here

FORM 55

# Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☑ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): 206939 Date Bid Submitted: 05/01/2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Sherman Oaks Park Castle Arcade and Food Services

Awarding Authority (Department awarding the contract): Recreation and Parks

Bidder Name: Butterfield Games, INC

Bidder Address: _____

Bidder Email Address: _____ _____ Bidder Phone Number: _____

## Schedule Summary

Please complete all three of the following:

1. **SCHEDULE A — Bidder's Principals** *(check one)*
The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*
Yes ☑ No ☐

2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)*
The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*
Yes ☑ No ☐

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 3

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California: A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Matt Mazzaroli
Name

Signature

CEO/President
Title

05/01/2023
Date

FORM 55

# Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

## Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Matt Mazzaroli Title: CEO/President
Address:

Name: Elias Perez Title: VP/General Manager
Address:

Name: Laura Butterfield Title: Stock Holder 25%
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☐ **Check this box if additional Schedule A pages are attached.**

FORM 55

# Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

## Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

A.J. Family Food Concession, LLC

Subcontractor's Address

Please check one of the following options:

**This subcontractor has one or more principals.** ☑ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: John Wawee-A.J. Family Entertainment, LLC Title: Managing member

Address:

Name: Mark Slater-A.J. Family Entertainment, LLC Title: Managing Member

Address:

Name: Elias Perez Title: Managing Member

Address:

Name: Asmir Cirkic Title: Managing Member

Address:

Name: Title:

Address:

Name: Title:

Address:

☐ **Check this box if additional Schedule B pages are attached.**

Form **W-9**
(Rev. January 2002)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name
**Butterfield Games, INC**

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)
**SAME**

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | - | | | - | | |

or

Employer identification number
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | - | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here — Signature of U.S. person ▶ [signature] Date ▶ 5/4/23

## Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

# IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City business Tax Registration Certificate (BRTC) if available, in completing ONE of the options shown below.

## ◉ OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

## ○ OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

| | |
|---|---|
| VENDOR NAME/ FINANCIAL INSTITUTION<br>Butterfield Games, INC | BTRC (OR N/A)<br>NA |
| BY (AUTHORIZED SIGNATURE) | TITLE OF THE PERSON SIGNING<br>CEO/President |
| NAME OF THE PERSON SIGNING | DATE EXECUTED<br>05/02/2023 |
| CITY APPROVAL (SIGNATURE) | (PRINT NAME)<br>Matt Mazzaroli |

## Sherman Oaks Castle Park Arcade Food and Beverage Spreadsheet

### PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS

**Proposer:** Butterfield Games

**Year 1 Forecast**

| SALES | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 | Month 10 | Month 11 | Month 12 | Year 1 Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | - |
| | 225,500.00 | 217,200.00 | 231,000.00 | 282,960.00 | 230,040.00 | 266,200.00 | 297,000.00 | 258,500.00 | 194,700.00 | 222,200.00 | 205,700.00 | 183,700.00 | 2,814,700.00 |
| | | | | | | | | | | | | | - |
| Total Sales | $ 225,500.00 | $ 217,200.00 | $ 231,000.00 | $ 282,960.00 | $ 230,040.00 | $ 266,200.00 | $ 297,000.00 | $ 258,500.00 | $ 194,700.00 | $ 222,200.00 | $ 205,700.00 | $ 183,700.00 | $2,814,700.00 |
| | | | | | | | | | | | | | $0.00 |
| **TOTAL INCOME** | $225,500.00 | $217,200.00 | $231,000.00 | $282,960.00 | $230,040.00 | $266,200.00 | $297,000.00 | $258,500.00 | $194,700.00 | $222,200.00 | $205,700.00 | $183,700.00 | $2,814,700.00 |
| | | | | | | | | | | | | | |
| **COST OF GOODS** | | | | | | | | | | | | | **$2,814,700.00** |
| prizes | $ 9,000.00 | $ 9,000.00 | $ 9,000.00 | $ 9,000.00 | $ 9,000.00 | $ 12,000.00 | $ 12,000.00 | $ 12,000.00 | $ 9,000.00 | $ 9,000.00 | $ 9,000.00 | $ 9,000.00 | $117,000.00 |
| | | | | | | | | | | | | | $0.00 |
| | | | | | | | | | | | | | - |
| | | | | | | | | | | | | | - |
| **Total Cost** | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | | | | | | | | | | | | | |
| **Total Cost of Goods** | 9,000.00 | 9,000.00 | 9,000.00 | 9,000.00 | 9,000.00 | 12,000.00 | 12,000.00 | 12,000.00 | 9,000.00 | 9,000.00 | 9,000.00 | 9,000.00 | 117,000.00 |
| **Gross Profit from Sales** | $ 216,500.00 | $ 208,200.00 | $ 222,000.00 | $ 273,960.00 | $ 221,040.00 | $ 254,200.00 | $ 285,000.00 | $ 246,500.00 | $ 185,700.00 | $ 213,200.00 | $ 196,700.00 | $ 174,700.00 | $2,697,700.00 |
| | | | | | | | | | | | | | |
| **OPERATING EXPENSES** | | | | | | | | | | | | | |
| Wage Expense | $ 40,000.00 | $ 40,000.00 | $ 40,000.00 | $ 40,000.00 | $ 40,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 40,000.00 | $ 40,000.00 | $ 40,000.00 | $ 40,000.00 | $510,000.00 |
| **Total Labor** | $40,000.00 | $40,000.00 | $40,000.00 | $40,000.00 | $40,000.00 | $50,000.00 | $50,000.00 | $50,000.00 | $40,000.00 | $40,000.00 | $40,000.00 | $40,000.00 | $ 510,000.00 |
| FICA | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 48,000.00 |
| CA EDD | | | | | | | | | | | | | - |
| Worker's comp | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 300.00 | 3,600.00 |
| Insurance and Benefits | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | 42,000.00 |
| **Total Labor Expenses** | $47,800.00 | $47,800.00 | $47,800.00 | $47,800.00 | $47,800.00 | $57,800.00 | $57,800.00 | $57,800.00 | $47,800.00 | $47,800.00 | $47,800.00 | $47,800.00 | $ 603,600.00 |
| | | | | | | | | | | | | | |
| **Varriable Expenses** | | | | | | | | | | | | | |
| Acctg/Legal | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 36,000.00 |
| Credit Card Expense | 2,000.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 27,500.00 |
| Arcade Games | 10,000.00 | 25,000.00 | 25,000.00 | 10,000.00 | 25,000.00 | 15,000.00 | 20,000.00 | 65,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 235,000.00 |
| Card Payment Kiosk | | | | | | | | | | | | | - |
| ATM Machine | 100.00 | 100.00 | 100.00 | 200.00 | 200.00 | 250.00 | 250.00 | 250.00 | 200.00 | 150.00 | 100.00 | 100.00 | 2,000.00 |
| Food and Beverage | | | | | | | | | | | | | - |
| Parties and Groups | | | | | | | | | | | | | - |
| Alcohol | | | | | | | | | | | | | - |
| Kitchen and Cleaning Supplies | | | | | | | | | | | | | - |
| Telephone | 120.00 | 120.00 | 120.00 | 120.00 | 120.00 | 120.00 | 120.00 | 120.00 | 120.00 | 120.00 | 120.00 | 120.00 | 1,440.00 |
| Trash Removal | | | | | | | | | | | | | - |
| Utilities | 1,400.00 | 1,400.00 | 1,400.00 | 1,400.00 | 1,400.00 | 1,400.00 | 1,400.00 | 1,400.00 | 1,400.00 | 1,400.00 | 1,400.00 | 1,400.00 | 16,800.00 |
| Marketing | | | | | | | | | | | | | |
| **Subtotal Variable** | $16,620.00 | $32,120.00 | $32,120.00 | $17,220.00 | $32,220.00 | $22,270.00 | $27,270.00 | $72,270.00 | $16,720.00 | $16,670.00 | $16,620.00 | $16,620.00 | $318,740.00 |
| | | | | | | | | | | | | | |
| **Fixed Expenses** | | | | | | | | | | | | | |
| Insurance | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 | 42,000.00 |
| Licenses & Permits | 1,000.00 | | | | | | | | | | | | |
| Repalcement Reserve | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| **Subtotal Fixed** | $4,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $3,500.00 | $42,000.00 |
| | | | | | | | | | | | | | |
| **Operating Expenses** | $68,920.00 | $83,420.00 | $83,420.00 | $68,520.00 | $83,520.00 | $83,570.00 | $88,570.00 | $133,570.00 | $68,020.00 | $67,970.00 | $67,920.00 | $67,920.00 | |
| | | | | | | | | | | | | | |
| Special Events | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| RAP Payments | $101,475.00 | $97,740.00 | $103,950.00 | $127,332.00 | $103,518.00 | $119,790.00 | $133,650.00 | $116,325.00 | $87,615.00 | $99,990.00 | $92,565.00 | $82,665.00 | $1,266,615.00 |
| **Total Operating Expense** | $170,395.00 | $181,160.00 | $187,370.00 | $195,852.00 | $187,038.00 | $203,360.00 | $222,220.00 | $249,895.00 | $155,635.00 | $167,960.00 | $160,485.00 | $150,585.00 | $2,231,955.00 |
| **NET INCOME** | $ 46,105.00 | $ 27,040.00 | $ 34,630.00 | $ 78,108.00 | $ 34,002.00 | $ 50,840.00 | $ 62,780.00 | $ (3,395.00) | $ 30,065.00 | $ 45,240.00 | $ 36,215.00 | $ 24,115.00 | $465,745.00 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | **Annual Total Net Income** | | **$465,745.00** |

**I am assuming Month 1 as January. We obviously do much better numbers in June, July, August than when the kids are in school. I am also submitting a separate Pro Forma for food and beverage currently, as we are planning on sub leasing that part.**

# ARCADE PRO FORMA

## PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS

**Proposer: Butterfield Games**

**15 Year Forecast**

| **SALES** | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2,814,000.00 | 2,954,700.00 | 3,102,435.00 | 3,226,532.40 | 3,387,859.02 | 3,557,251.97 | 3,735,114.57 | 3,921,870.30 | 4,117,963.81 | 4,200,323.09 | 4,284,329.55 | 4,370,016.14 | 4,457,416.46 | 4,546,564.79 | 4,637,496.09 |
| Total Sales | $ 2,814,000.00 | $ 2,954,700.00 | $ 3,102,435.00 | $ 3,226,532.40 | $ 3,387,859.02 | $ 3,557,251.97 | $ 3,735,114.57 | $ 3,921,870.30 | $ 4,117,963.81 | $ 4,200,323.09 | $ 4,284,329.55 | $ 4,370,016.14 | $ 4,457,416.46 | $ 4,546,564.79 | $ 4,637,496.09 |
| **TOTAL INCOME** | $2,814,000.00 | $2,954,700.00 | $3,102,435.00 | $3,226,532.40 | $3,387,859.02 | $3,557,251.97 | $3,735,114.57 | $3,921,870.30 | $4,117,963.81 | $4,200,323.09 | $4,284,329.55 | $4,370,016.14 | $4,457,416.46 | $4,546,564.79 | $4,637,496.09 |
| **COST OF GOODS** | | | | | | | | | | | | | | | |
| prizes | $ 117,000.00 | $ 120,000.00 | $ 123,000.00 | $ 126,000.00 | $ 128,000.00 | $ 130,000.00 | $ 132,000.00 | $ 135,000.00 | $ 138,000.00 | $ 142,000.00 | $ 145,000.00 | $ 148,000.00 | $ 151,000.00 | $ 155,000.00 | $ 160,000.00 |
| **Total Cost** | 117,000.00 | 120,000.00 | 123,000.00 | 126,000.00 | 128,000.00 | 130,000.00 | 132,000.00 | 135,000.00 | 138,000.00 | 142,000.00 | 145,000.00 | 148,000.00 | 151,000.00 | 155,000.00 | 160,000.00 |
| **Total Cost of Goods** | 117,000.00 | 120,000.00 | 123,000.00 | 126,000.00 | 128,000.00 | 130,000.00 | 132,000.00 | 135,000.00 | 138,000.00 | 142,000.00 | 145,000.00 | 148,000.00 | 151,000.00 | 155,000.00 | 160,000.00 |
| **Gross Profit from Sales** | $ 2,697,000.00 | $ 2,834,700.00 | $ 2,979,435.00 | $ 3,100,532.40 | $ 3,259,859.02 | $ 3,427,251.97 | $ 3,603,114.57 | $ 3,786,870.30 | $ 3,979,963.81 | $ 4,058,323.09 | $ 4,139,329.55 | $ 4,222,016.14 | $ 4,306,416.46 | $ 4,391,564.79 | $ 4,477,496.09 |
| **OPERATING EXPENSES** | | | | | | | | | | | | | | | |
| Wage Expense | $ 510,000.00 | $ 525,000.00 | $ 577,500.00 | $ 606,375.00 | $ 636,693.75 | $ 700,363.13 | $ 735,381.28 | $ 772,150.35 | $ 849,365.38 | $ 934,301.92 | $ 981,017.01 | $ 1,079,118.72 | $ 1,133,074.65 | $ 1,189,728.38 | $ 1,249,214.80 |
| **Total Labor** | $510,000.00 | $525,000.00 | $577,500.00 | $606,375.00 | $636,693.75 | $700,363.13 | $735,381.28 | $772,150.35 | $849,365.38 | $934,301.92 | $981,017.01 | $1,079,118.72 | $1,133,074.65 | $1,189,728.38 | $1,249,214.80 |
| FICA | 48,000.00 | 52,800.00 | 58,080.00 | 60,984.00 | 64,033.20 | 70,436.52 | 77,480.17 | 85,228.19 | 93,751.01 | 103,126.11 | 113,438.72 | 124,782.59 | 137,260.85 | 150,986.94 | 166,085.63 |
| CA EDD | | | | | | | | | | | | | | | |
| Worker's comp | 3,600.00 | 3,600.00 | 3,700.00 | 3,700.00 | 3,800.00 | 3,800.00 | 4,000.00 | 4,000.00 | 4,100.00 | 4,100.00 | 4,100.00 | 4,250.00 | 4,250.00 | 4,250.00 | 4,500.00 |
| Insurance and Benefits | $50,000.00 | $51,000.00 | $52,000.00 | $53,000.00 | $54,000.00 | $55,000.00 | $56,000.00 | $57,000.00 | $58,000.00 | $59,000.00 | $60,000.00 | $61,000.00 | $62,000.00 | $63,000.00 | $64,000.00 |
| **Total Labor Expenses** | $611,600.00 | $632,400.00 | $691,280.00 | $724,059.00 | $758,526.95 | $829,599.65 | $872,861.45 | $918,378.53 | $1,005,216.39 | $1,100,528.03 | $1,158,555.73 | $1,269,151.31 | $1,336,585.50 | $1,407,965.32 | $1,483,800.43 |
| **Varriable Expenses** | | | | | | | | | | | | | | | |
| Acctg/Legal | 36,000.00 | 37,000.00 | 38,000.00 | 39,000.00 | 40,000.00 | 35,000.00 | 40,000.00 | 35,000.00 | 42,000.00 | 38,000.00 | 42,000.00 | 36,000.00 | 25,000.00 | 32,000.00 | 30,000.00 |
| Credit Card Expense | 27,500.00 | 28,875.00 | 30,318.75 | 31,531.50 | 33,108.08 | 34,763.48 | 36,501.65 | 38,326.74 | 40,243.07 | 41,047.93 | 41,868.89 | 43,124.96 | 44,418.71 | 45,751.27 | 46,666.29 |
| Arcade Games and Parts | 235,000.00 | 350,000.00 | 250,000.00 | 225,000.00 | 250,000.00 | 250,000.00 | 215,000.00 | 285,000.00 | 300,000.00 | 240,000.00 | 225,000.00 | 300,000.00 | 300,000.00 | 235,000.00 | 200,000.00 |
| Card Payment Kiosk | | | | | | | | | | | | | | | |
| ATM Machine | 2,000.00 | 2,100.00 | 2,200.00 | 2,300.00 | 2,400.00 | 2,500.00 | 2,600.00 | 2,700.00 | 2,800.00 | 2,900.00 | 3,000.00 | 3,100.00 | 3,200.00 | 3,300.00 | 3,400.00 |
| Food and Beverage | | | | | | | | | | | | | | | |
| Parties and Groups | | | | | | | | | | | | | | | |
| Alcohol | | | | | | | | | | | | | | | |
| Kitchen and Cleaning Supplies | | | | | | | | | | | | | | | |
| Telephone | 1,440.00 | 1,450.00 | 1,500.00 | 1,500.00 | 1,400.00 | 1,400.00 | 1,500.00 | 1,400.00 | 1,400.00 | 1,500.00 | 1,600.00 | 1,500.00 | 1,500.00 | 1,600.00 | 1,600.00 |
| Trash Removal | | | | | | | | | | | | | | | |
| Utilities | 16,800.00 | 17,136.00 | 17,478.72 | 17,828.29 | 18,184.86 | 18,548.56 | 18,919.53 | 19,297.92 | 19,683.88 | 20,077.56 | 20,479.11 | 20,888.69 | 21,306.46 | 21,732.59 | 22,167.24 |
| Marketing | 12,000.00 | 12,000.00 | 15,000.00 | 12,000.00 | 15,000.00 | 25,000.00 | 15,000.00 | 12,000.00 | 12,000.00 | 10,000.00 | 15,000.00 | 8,000.00 | 12,000.00 | 15,000.00 | 8,000.00 |
| Subtotal Variable | $318,740.00 | $436,561.00 | $339,497.47 | $317,159.79 | $345,092.94 | $342,212.04 | $314,521.18 | $381,724.65 | $406,126.95 | $343,525.49 | $333,948.00 | $404,613.65 | $395,425.17 | $339,383.86 | $303,833.54 |
| **Fixed Expenses** | | | | | | | | | | | | | | | |
| Insurance | 45,600.00 | 46,968.00 | 47,907.36 | 49,344.58 | 50,824.92 | 52,349.67 | 53,920.16 | 55,537.76 | 57,203.89 | 58,920.01 | 60,687.61 | 62,508.24 | 63,758.40 | 65,033.57 | 66,334.24 |
| Licenses & Permits | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 |
| Repalcement Reserve | | | | | | | | | | | | | | | |
| Subtotal Fixed | $46,600.00 | $47,968.00 | $48,907.36 | $50,344.58 | $51,824.92 | $53,349.67 | $54,920.16 | $56,537.76 | $58,203.89 | $59,920.01 | $61,687.61 | $63,508.24 | $64,758.40 | $66,033.57 | $67,334.24 |
| **Occupancy Expenses** | $1,266,300.00 | $1,329,615.00 | $1,396,095.75 | $1,451,939.58 | $1,524,536.56 | $1,600,763.39 | $1,680,801.56 | $1,764,841.63 | $1,853,083.72 | $1,890,145.39 | $1,927,948.30 | $1,966,507.26 | $2,005,837.41 | $2,045,954.16 | $2,086,873.24 |
| Building Improvements/repairs in Cash Flow Sheets | | | | | | | | | | | | | | | |
| RAP PAYMENTS | $1,266,300.00 | $1,329,615.00 | $1,396,095.75 | $1,451,939.58 | $1,524,536.56 | $1,600,763.39 | $1,680,801.56 | $1,764,841.63 | $1,853,083.72 | $1,890,145.39 | $1,927,948.30 | $1,966,507.26 | $2,005,837.41 | $2,045,954.16 | $2,086,873.24 |
| **total operating EXP** | $2,243,240.00 | $2,446,544.00 | $2,475,780.58 | $2,543,502.96 | $2,679,981.36 | $2,825,924.73 | $2,923,104.35 | $3,121,482.58 | $3,322,630.95 | $3,394,118.92 | $3,482,139.64 | $3,703,780.46 | $3,802,606.48 | $3,859,336.91 | $3,941,841.45 |
| **Net income** | $ 453,760.00 | $ 388,156.00 | $ 503,654.42 | $ 557,029.44 | $ 579,877.66 | $ 601,327.24 | $ 680,010.22 | $ 665,387.71 | $ 657,332.87 | $ 664,204.17 | $ 657,189.91 | $ 518,235.69 | $ 503,809.98 | $ 532,227.89 | $ 535,654.64 |
| | | | | | | | | | | **Annual Total Net Income** | | **$6,926,165.33** | **Annual Total Net Income** | | **$7,152,287.42** |
| **Debt and Tax Expense** | | | | | | | | | | | | | | | |
| Debt Expense | | | | | | | | | | | | | | | |
| Taxes | **50000** | **48000** | **45000** | **42000** | **40000** | **40000** | **40000** | **35000** | **35000** | **40000** | **35000** | 30000 | **25000** | **25000** | 25000 |
| Other | | | | | | | | | | | | | | | |
| Net Profit | $ 403,760.00 | $ 340,156.00 | $ 458,654.42 | $ 515,029.44 | $ 539,877.66 | $ 561,327.24 | $ 640,010.22 | $ 630,387.71 | $ 622,332.87 | $ 624,204.17 | $ 622,189.91 | $ 488,235.69 | $ 478,809.98 | $ 507,227.89 | $ 510,654.64 |

**Sherman Oaks Castle Park Arcade Food and Beverage**

**PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS**

**Proposer:**

| | ***Detail Assumptions used for developing proposed Revenues and Expenses*** |
|---|---|
| ***Revenue:*** | I am using previous totals we have earned in this location and that's where I got monthly sales numbers with an increase of 2-10% per year. |
| | |
| | |
| **Cost of Goods** | I am going straight off the financials and dividing it evenly among the months with slightly weighted totals for summer months. |
| | |
| ***Expenses:*** | I am using the real world expenses of how we currently operate to predict what will happen next year and the following 14. |
| | |
| | If we had to bring in all of these games to start up, we'd have more to say in the Cash Flow document. I'd think we'd have to start with $1.4-1.6 million dollars in new games, $100K for a POS system including the card kiosks and hard wiring it all, and $30K in redemption. Currently the cash flow statement is just profits because we will be paying for everything with regular operating funds. I just put the building improvements over there. the joys of home ownership. I am amortizing the cost of the climbing wall over the first 3 years. I assume that's how long it will take to get the permits through the city. I also assume that we will come up with some new projects colaboratively with the city around year 4 or 5, including a possible patio with the food court. |
| | |
| Other | for Marketing, we are going to try a few events per year like the Summer Kick off Party and ball signing we are doing June 9th and some more social media give aways. |
| **Payroll Costs** | I assume that the living wage will continue to go up, but I assume it won't continue to go up at a dollar per year forever, I'm adding 2-10% increase per year. |
| Wages | |
| Payroll Taxes | |
| Health Insurance & Benefits | |
| Workers' Compensation Insurance | |
| **Variable Costs** | I assume that these costs will go slightly up over time, but to pin point the exact amount per month or year is just speculating. I am guessing it is tied with inflation, unless it's tech based and could get better and cheaper with time. |
| Accounting | |
| Advertising, Marketing & Promotion | |
| Dues & Subscriptions | |
| Environmental Costs | |
| Equipment Replacement - Small | |
| Equipment Replacement - Large | |
| Legal | |
| Office Expenses | |
| Payroll Processing Fees | |
| Professional Services | |
| Repair & Maint. - FF&E | |
| Repair & Maint. - Building | |
| Supplies | |
| Start up Expenses - Yr 1 | |
| Telephone | |
| Travel & Entertainment | this is pretty minimal for us, $20K per year tops, and less if I'm not coming out anymore than quarterly. |
| Utilities | |
| Other | Some Marketing projects we are working on are this summer concert kick off, and some NFL and other sporting events coordinated with the food and beverage for package deals. I think we will emphazise local teams and Monday and Thursday Night football as we already busy on the weekends. |
| | |
| | |
| | |
| **Fixed Costs** | |
| Depreciation | |
| Insurance & Liability | |
| Service Contracts | |
| Licenses | |
| Other | I think the improvements in the building could be around $100,000 for the bathrooms and some other small projects. We are also looking at a few feature pieces the first 24 months so we can get the best ROI for a little longer on the bigger items. Overall we plan on replacing around 50 pieces over 15 years. |
| | |
| | |
| Debt Expense | |
| Taxes | Property taxes are highest at the beginning of a new contract but decrease as the contract goes on. They wouldn't give me the equation for it, so I am using last contract's numbers. |
| Other | |

## ARCADE PRO FORMA

### PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS

**Proposer: Butterfield Games, INC**

| *Cash Flow - Years 1-10* | *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* | *9* | *10* |
|---|---|---|---|---|---|---|---|---|---|---|
| ***Sources of Cash*** | | | | | | | | | | |
| Capital Loan | $ - | | | | | | | | | |
| Private Funds | $ 170,000 | | | | | | | | | |
| Operating Profits | $ 403,760 | $ 340,156 | $ 458,654 | $ 515,029 | $ 539,878 | $ 640,010 | $ 656,511 | $ 630,088 | $ 622,333 | $ 624,204 |
| Plus: | | | | | | | | | | |
| Depreciation | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Change in Accounts Payable | $ - | | | | | | | | | |
| Change in Payroll Payable | | | | | | | | | | |
| Other | $ - | | | | | | | | | |
| Other | $ - | | | | | | | | | |
| ***Total Sources Of Cash*** | **$ 573,760** | **$ 340,156** | **$ 458,654** | **$ 515,029** | **$ 539,878** | **$ 640,010** | **$ 656,511** | **$ 630,088** | **$ 622,333** | **$ 624,204** |
| | | | | | | | | | | |
| ***Uses of Cash*** | | | | | | | | | | |
| Capital Investment | | | | | | | | | | |
| Change in Accounts Receivables | | | | | | | | | | |
| Deposit | $ 170,000 | | | | | | | | | |
| Repayment of Loan Principal | $ - | | | | | | | | | |
| Building Improvements/Repairs | $ 100,000 | $ 80,000 | $ 15,000 | $ 15,000 | $ 25,000 | $ 15,000 | $ 10,000 | $ 15,000 | $ 15,000 | $ 10,000 |
| ***Total Uses of Cash*** | **$ 270,000** | **$ 80,000** | **$ 15,000** | **$ 15,000** | **$ 25,000** | **$ 15,000** | **$ 10,000** | **$ 15,000** | **$ 15,000** | **$ 10,000** |
| | | | | | | | | | | |
| ***Net Change in Cash Flow*** | **$ 303,760** | **$ 260,156** | **$ 443,654** | **$ 500,029** | **$ 514,878** | **$ 625,010** | **$ 646,511** | **$ 615,088** | **$ 607,333** | **$ 614,204** |
| ***Break Even Cash Flow*** | **$ 303,760** | **$ 563,916** | **$ 1,007,570** | **$ 1,507,599** | **$ 2,022,477** | **$ 2,647,487** | **$ 3,293,998** | **$ 3,909,086** | **$ 4,516,419** | **$ 5,130,623** |

## PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS

**Proposer:**

| *Cash Flow - Years 11-15* | *11* | *12* | *13* | *14* | *15* |
|---|---|---|---|---|---|
| ***Sources of Cash*** | | | | | |
| Capital Loan | $ - | | | | |
| Private Funds | $ - | | | | |
| Operating Profits | $ 622,190 | $ 488,236 | $ 478,810 | $ 507,228 | $ 510,655 |
| Plus: | . | | | | |
| Depreciation | $ - | $ - | $ - | $ - | $ - |
| Change in Accounts Payable | $ - | | | | |
| Change in Payroll Payable | $ - | | | | |
| Other | $ - | | | | |
| Other | $ - | | | | |
| ***Total Sources Of Cash*** | **$ 622,190** | **$ 488,236** | **$ 478,810** | **$ 507,228** | **$ 510,655** |
| | | | | | |
| ***Uses of Cash*** | | | | | |
| Capital Investment | | | | | |
| Change in Accounts Receivables | | | | | |
| Change in Inventory | | | | | |
| Repayment of Loan Principal | $ - | | | | |
| Other | $ 100,000 | $ 20,000 | $ 15,000 | $ 15,000 | $ 10,000 |
| ***Total Uses of Cash*** | **$ 100,000** | **$ 20,000** | **$ 15,000** | **$ 15,000** | **$ 10,000** |
| | | | | | |
| ***Net Change in Cash Flow*** | **$ 522,190** | **$ 468,236** | **$ 463,810** | **$ 492,228** | **$ 500,655** |
| ***Break Even Cash Flow*** | **$ 522,190** | **$ 990,426** | **$ 1,454,236** | **$ 1,946,464** | **$ 2,447,119** |

**PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS**

| Year 1 Forecast | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **SALES** | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 | Month 10 | Month 11 | Month 12 | Year 1 Total |
| Food | $23,344.26 | $33,035.54 | $50,294.81 | $51,773.24 | $45,743.21 | $44,393.02 | $43,462.37 | $39,230.45 | $37,789.58 | $32,207.48 | $26,229.66 | $25,916.39 | $453,420.00 |
| **Bar** | | | | | | | | | | | | | |
| Wine | 1,231.00 | 1,742.00 | 2,652.00 | 2,730.00 | 2,412.00 | 2,341.00 | 2,292.00 | 2,068.22 | 1,992.27 | 1,697.98 | 1,382.83 | 1,366.31 | 23,907.60 |
| Beer | 2,957.02 | 4,185.03 | 6,371.00 | 6,558.05 | 5,794.03 | 5,623.07 | 5,505.00 | 4,967.00 | 4,787.00 | 4,080.00 | 3,323.00 | 3,283.00 | 57,433.20 |
| Total Bar | $ 4,188.02 | $ 5,927.03 | $ 9,023.00 | $ 9,288.05 | $ 8,206.03 | $ 7,964.07 | $ 7,797.00 | $ 7,035.22 | $ 6,779.27 | $ 5,777.98 | $ 4,705.83 | $ 4,649.31 | $81,340.80 |
| Birthday Party/Group Sales | $ 4,534.20 | $ 5,850.49 | $ 9,923.94 | $ 9,325.80 | $ 9,784.71 | $ 7,919.74 | $ 7,511.20 | $ 7,795.16 | $ 7,877.60 | $ 6,870.00 | $ 5,092.96 | $ 6,375.70 | $88,861.50 |
| **TOTAL INCOME** | $32,066.48 | $44,813.06 | $69,241.76 | $70,387.08 | $63,733.95 | $60,276.83 | $58,770.57 | $54,060.83 | $52,446.45 | $44,855.45 | $36,028.45 | $36,941.40 | $623,622.30 |
| | | | | | | | | | | | | | |
| **COST OF GOODS** | | | | | | | | | | | | | |
| Cost of Food | $ 8,363.54 | $ 11,665.81 | $ 18,065.63 | $ 18,329.71 | $ 16,658.38 | $ 15,693.83 | $ 15,292.07 | $ 14,107.68 | $ 13,700.15 | $ 11,723.24 | $ 9,396.79 | $ 9,687.63 | $162,684.45 |
| **Cost of Bar** | | | | | | | | | | | | | |
| Wine | $ 369.30 | $ 522.60 | $ 795.60 | $ 819.00 | $ 723.60 | $ 702.30 | $ 687.60 | $ 620.47 | $ 597.68 | $ 509.39 | $ 414.85 | $ 409.89 | 7,172.28 |
| Beer | $ 887.11 | $ 1,255.51 | $ 1,911.30 | $ 1,967.42 | $ 1,738.21 | $ 1,686.92 | $ 1,651.50 | $ 1,490.10 | $ 1,436.10 | $ 1,224.00 | $ 996.90 | $ 984.90 | 17,229.96 |
| **Total Cost of Bar** | 1,256.41 | 1,778.11 | 2,706.90 | 2,786.42 | 2,461.81 | 2,389.22 | 2,339.10 | 2,110.57 | 2,033.78 | 1,733.39 | 1,411.75 | 1,394.79 | 24,402.24 |
| **Total Cost of Goods** | 9,619.94 | 13,443.92 | 20,772.53 | 21,116.12 | 19,120.19 | 18,083.05 | 17,631.17 | 16,218.25 | 15,733.93 | 13,456.64 | 10,808.53 | 11,082.42 | 187,086.69 |
| | | | | | | | | | | | | | |
| **Gross Profit from Sales** | $22,446.54 | $ 31,369.14 | $ 48,469.23 | $ 49,270.96 | $ 44,613.77 | $ 42,193.78 | $ 41,139.40 | $ 37,842.58 | $ 36,712.51 | $ 31,398.82 | $ 25,219.91 | $ 25,858.98 | $436,535.61 |
| | | | | | | | | | | | | | |
| **OPERATING EXPENSES** | | | | | | | | | | | | | |
| Wage Expense | $ 10,500.00 | $ 10,500.00 | $ 18,500.00 | $ 18,500.00 | $ 24,500.00 | $ 24,500.00 | $ 24,500.00 | $ 22,500.00 | $ 13,560.00 | $ 12,680.00 | $ 10,500.00 | $ 13,500.00 | $204,240.00 |
| **Total Labor** | $10,500.00 | $10,500.00 | $18,500.00 | $18,500.00 | $24,500.00 | $24,500.00 | $24,500.00 | $22,500.00 | $13,560.00 | $12,680.00 | $10,500.00 | $13,500.00 | $204,240.00 |
| FICA | 840.00 | 840.00 | 1,480.00 | 1,480.00 | 1,960.00 | 1,960.00 | 1,960.00 | 1,800.00 | 1,084.80 | 1,014.40 | 840.00 | 1,080.00 | 16,339.20 |
| CA EDD | 315.00 | 315.00 | 555.00 | 555.00 | 735.00 | 735.00 | 735.00 | 675.00 | 406.80 | 380.40 | 315.00 | 405.00 | 6,127.20 |
| Worker's comp | 950.00 | 950.00 | 950.00 | 1,250.00 | 950.00 | 950.00 | 950.00 | 950.00 | 950.00 | 950.00 | 950.00 | 950.00 | 11,700.00 |
| Insurance and Benefits | | | | | | | | | | | | | - |
| **Total Labor Expenses** | $12,605.00 | $12,605.00 | $21,485.00 | $21,785.00 | $28,145.00 | $28,145.00 | $28,145.00 | $25,925.00 | $16,001.60 | $15,024.80 | $12,605.00 | $15,935.00 | $238,406.40 |
| | | | | | | | | | | | | | |
| **Varriable Expenses** | | | | | | | | | | | | | |
| Acctg/Legal | 1,000.00 | | | | | | | | | | | 1,500.00 | 2,500.00 |
| Cleaning & Paper Supplies | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 550.00 | 6,600.00 |
| Credit Card Expense | 554.00 | 838.00 | 1,002.00 | 933.00 | 881.00 | 852.00 | 830.00 | 737.00 | 705.00 | 601.00 | 449.00 | 543.00 | 8,925.00 |
| Entertainment/Music | | | | | | | | | | | | | - |
| Equipment Rental | 229.00 | 230.00 | 230.00 | 230.00 | 230.00 | 230.00 | 230.00 | 230.00 | 230.00 | 230.00 | 230.00 | 230.00 | 2,759.00 |
| Floral, Expendables | | | | | | | | | | | | | - |
| Laundry & Linens | 184.00 | 184.00 | 184.00 | 184.00 | 184.00 | 184.00 | 184.00 | 184.00 | 184.00 | 184.00 | 184.00 | 184.00 | 2,208.00 |
| Office Expense | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 2,400.00 |
| Telephone | 417.00 | 417.00 | 417.00 | 417.00 | 417.00 | 417.00 | 417.00 | 417.00 | 417.00 | 417.00 | 417.00 | 417.00 | 5,004.00 |
| Trash Removal (Grease Pick-Up) | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Utilities | 1,860.00 | 1,860.00 | 1,860.00 | 1,860.00 | 1,860.00 | 1,860.00 | 1,860.00 | 1,860.00 | 1,860.00 | 1,860.00 | 1,860.00 | 1,860.00 | 22,320.00 |
| Marketing | 500.00 | 841.00 | 1,500.00 | 1,500.00 | 1,550.00 | 1,000.00 | 550.00 | 600.00 | 1,350.00 | 825.00 | 1,300.00 | 800.00 | 12,316.00 |
| Property Tax | | | 6,000.00 | | | | | | | | | | 6,000.00 |
| Uniforms | - | | 2,500.00 | | | | | | | | | | 2,500.00 |
| Payroll Processing Fees | | 1,500.00 | | | | | | | | | | | 1,500.00 |
| | | | | | | | | | | | | | |
| **Subtotal Variable** | $5,494.00 | $6,620.00 | $14,443.00 | $5,874.00 | $5,872.00 | $5,293.00 | $4,821.00 | $4,778.00 | $5,496.00 | $4,867.00 | $5,190.00 | $6,284.00 | $75,032.00 |
| | | | | | | | | | | | | | |
| **Fixed Expenses** | | | | | | | | | | | | | |
| Insurance | 625.00 | 625.00 | 625.00 | 625.00 | 625.00 | 625.00 | 625.00 | 625.00 | 625.00 | 625.00 | 625.00 | 625.00 | 7,500.00 |
| Licenses & Permits | - | 425.00 | | | | | | | | | | | 425.00 |
| Replacement Reserve | 650.00 | 650.00 | 650.00 | 650.00 | 650.00 | 650.00 | 650.00 | 650.00 | 650.00 | 650.00 | 650.00 | 650.00 | 7,800.00 |
| | | | | | | | | | | | | | |
| **Subtotal Fixed** | $1,275.00 | $1,700.00 | $1,275.00 | $1,275.00 | $1,275.00 | $1,275.00 | $1,275.00 | $1,275.00 | $1,275.00 | $1,275.00 | $1,275.00 | $1,275.00 | $15,725.00 |
| | | | | | | | | | | | | | |
| **Occupancy Expenses** | | | | | | | | | | | | | |
| Food | $2,334.43 | $3,303.55 | $5,029.48 | $5,177.32 | $4,574.32 | $4,439.30 | $4,346.24 | $3,923.04 | $3,778.96 | $3,220.75 | $2,622.97 | $2,591.64 | $45,342.00 |
| Alcohol | $502.56 | $711.24 | $1,082.76 | $1,114.57 | $984.72 | $955.69 | $935.64 | $844.23 | $813.51 | $693.36 | $564.70 | $557.92 | $9,760.90 |
| Groups/Parties | $680.13 | $877.57 | $1,488.59 | $1,398.87 | $1,467.71 | $1,187.96 | $1,126.68 | $1,169.27 | $1,181.64 | $1,030.50 | $763.94 | $956.36 | $13,329.23 |
| | | | | | | | | | | | | | |
| **Total Operating Exp.** | $22,891.12 | $25,817.37 | $44,803.83 | $36,624.76 | $42,318.75 | $41,295.95 | $40,649.56 | $37,914.55 | $28,546.71 | $26,111.40 | $23,021.61 | $27,599.91 | $397,595.52 |
| | | | | | | | | | | | | | |
| **NET INCOME** | $ (444.58) | $ 5,551.77 | $ 3,665.40 | $ 12,646.20 | $ 2,295.01 | $ 897.83 | $ 489.84 | $ (71.97) | $ 8,165.80 | $ 5,287.41 | $ 2,198.30 | $ (1,740.93) | $38,940.09 |

| Total Annual Income | $623,622.30 |
|---|---|

| Annual Total Net Income | $38,940.09 |
|---|---|

# FOOD & BEVERAGE PRO FORMA

## PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS

**Year 1 Forecast**

| SALES | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Food | $453,420.00 | $476,091.00 | $499,895.55 | $519,391.48 | $539,647.74 | $560,694.01 | $582,561.07 | $605,280.95 | $628,886.91 | $653,413.50 | $678,896.63 | $705,373.60 | $732,883.17 | $761,465.61 | $791,162.77 |
| **Bar** | | | | | | | | | | | | | | | |
| Wine | 23,907.60 | 25,102.98 | 26,358.13 | 27,386.10 | 28,454.16 | 29,563.87 | 30,716.86 | 31,914.82 | 33,159.50 | 34,452.72 | 35,796.37 | 37,192.43 | 38,642.94 | 40,150.01 | 41,715.86 |
| Beer | 57,433.20 | 60,304.86 | 63,320.10 | 65,789.59 | 68,355.38 | 71,021.24 | 73,791.07 | 76,668.92 | 79,659.01 | 82,765.71 | 85,993.57 | 89,347.32 | 92,831.87 | 96,452.31 | 100,213.95 |
| Total Bar | $ 81,340.80 | $ 85,407.84 | $ 89,678.24 | $ 93,175.69 | $ 96,809.54 | $ 100,585.11 | $ 104,507.93 | $ 108,583.74 | $ 112,818.51 | $ 117,218.43 | $ 121,789.95 | $ 126,539.76 | $ 131,474.81 | $ 136,602.32 | $ 141,929.81 |
| Birthday Party/Group Sales | $ 88,861.50 | $ 93,304.58 | $ 97,969.80 | $ 101,790.63 | $ 105,760.46 | $ 109,885.12 | $ 114,170.64 | $ 118,623.29 | $ 123,249.60 | $ 128,056.34 | $ 133,050.53 | $ 138,239.50 | $ 143,630.84 | $ 149,232.45 | $ 155,052.51 |
| **TOTAL INCOME** | $623,622.30 | $654,803.42 | $687,543.59 | $714,357.79 | $742,217.74 | $771,164.24 | $801,239.64 | $832,487.99 | $864,955.02 | $898,688.27 | $933,737.11 | $970,152.85 | $1,007,988.82 | $1,047,300.38 | $1,088,145.09 |
| **COST OF GOODS** | | | | | | | | | | | | | | | |
| Cost of Food | $ 162,684.45 | $ 170,818.67 | $ 179,359.61 | $ 186,354.63 | $ 193,622.46 | $ 201,173.74 | $ 209,019.51 | $ 217,171.27 | $ 225,640.95 | $ 234,440.95 | $ 243,584.15 | $ 253,083.93 | $ 262,954.20 | $ 273,209.42 | $ 283,864.58 |
| **Cost of Bar** | | | | | | | | | | | | | | | |
| Wine | $ 7,172.28 | $ 7,530.90 | $ 7,907.44 | $ 8,215.83 | $ 8,536.25 | $ 8,869.16 | $ 9,215.06 | $ 9,574.45 | $ 9,947.85 | $ 10,335.82 | $ 10,738.91 | $ 11,157.73 | $ 11,592.88 | $ 12,045.00 | $ 12,514.76 |
| Beer | $ 17,229.96 | $ 18,091.46 | $ 18,996.03 | $ 19,736.88 | $ 20,506.61 | $ 21,306.37 | $ 22,137.32 | $ 23,000.68 | $ 23,897.70 | $ 24,829.71 | $ 25,798.07 | $ 26,804.20 | $ 27,849.56 | $ 28,935.69 | $ 30,064.19 |
| **Total Cost of Bar** | 24,402.24 | 25,622.35 | 26,903.47 | 27,952.71 | 29,042.86 | 30,175.53 | 31,352.38 | 32,575.12 | 33,845.55 | 35,165.53 | 36,536.98 | 37,961.93 | 39,442.44 | 40,980.70 | 42,578.94 |
| **Total Cost of Goods** | 187,086.69 | 196,441.03 | 206,263.08 | 214,307.34 | 222,665.32 | 231,349.27 | 240,371.89 | 249,746.40 | 259,486.51 | 269,606.48 | 280,121.13 | 291,045.86 | 302,396.64 | 314,190.11 | 326,443.53 |
| **Gross Profit from Sales** | $436,535.61 | $ 458,362.39 | $ 481,280.51 | $ 500,050.45 | $ 519,552.42 | $ 539,814.97 | $ 560,867.75 | $ 582,741.59 | $ 605,468.51 | $ 629,081.79 | $653,615.98 | $ 679,107.00 | $ 705,592.17 | $ 733,110.27 | $ 761,701.57 |
| **OPERATING EXPENSES** | | | | | | | | | | | | | | | |
| Wage Expense | $ 204,240.00 | $ 212,205.36 | $ 220,481.37 | $ 229,080.14 | $ 238,014.27 | $ 247,296.82 | $ 256,941.40 | $ 266,962.12 | $ 277,373.64 | $ 288,191.21 | $ 299,430.67 | $ 311,108.46 | $ 323,241.69 | $ 335,848.12 | $ 348,946.20 |
| **Total Labor** | $204,240.00 | $212,205.36 | $220,481.37 | $229,080.14 | $238,014.27 | $247,296.82 | $256,941.40 | $266,962.12 | $277,373.64 | $288,191.21 | $299,430.67 | $311,108.46 | $323,241.69 | $335,848.12 | $348,946.20 |
| FICA | 16,339.20 | 16,976.43 | 17,638.51 | 18,326.41 | 19,041.14 | 19,783.75 | 20,555.31 | 21,356.97 | 22,189.89 | 23,055.30 | 23,954.45 | 24,888.68 | 25,859.34 | 26,867.85 | 27,915.70 |
| CA EDD | 6,127.20 | 6,366.16 | 6,614.44 | 6,872.40 | 7,140.43 | 7,418.90 | 7,708.24 | 8,008.86 | 8,321.21 | 8,645.74 | 8,982.92 | 9,333.25 | 9,697.25 | 10,075.44 | 10,468.39 |
| Worker's comp | 11,700.00 | 12,156.30 | 12,630.40 | 13,122.98 | 13,634.78 | 14,166.53 | 14,719.03 | 15,293.07 | 15,889.50 | 16,509.19 | 17,153.05 | 17,822.02 | 18,517.08 | 19,239.24 | 19,989.57 |
| Insurance and Benefits | | | | | | | | | | | | | | | |
| **Total Labor Expenses** | $238,406.40 | $247,704.25 | $257,364.72 | $267,401.94 | $277,830.61 | $288,666.01 | $299,923.98 | $311,621.02 | $323,774.24 | $336,401.43 | $349,521.09 | $363,152.41 | $377,315.36 | $392,030.65 | $407,319.85 |
| **Varriable Expenses** | | | | | | | | | | | | | | | |
| Acctg/Legal | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 |
| Cleaning & Paper Supplies | 6,600.00 | 6,857.40 | 7,124.84 | 7,916.71 | 8,241.46 | 8,562.88 | 8,896.83 | 9,243.80 | 9,604.31 | 9,978.88 | 10,368.06 | 10,772.41 | 11,192.54 | 11,629.04 | 12,082.58 |
| Credit Card Expense | 8,925.00 | 9,273.08 | 9,634.72 | 10,010.48 | 10,400.89 | 10,806.52 | 11,227.98 | 11,665.87 | 12,120.84 | 12,593.55 | 13,084.70 | 13,595.00 | 14,125.21 | 14,676.09 | 15,248.46 |
| Entertainment/Music | - | | | | | | | | | | | | | | |
| Equipment Rental | 2,759.00 | 2,866.60 | 2,978.40 | 3,094.56 | 3,215.24 | 3,340.64 | 3,470.92 | 3,606.29 | 3,746.93 | 3,893.06 | 4,044.89 | 4,202.65 | 4,366.55 | 4,536.84 | 4,713.78 |
| Floral, Expendables | - | | | | | | | | | | | | | | |
| Laundry & Linens | 2,208.00 | 2,294.11 | 2,383.58 | 2,476.54 | 2,573.13 | 2,673.48 | 2,777.74 | 2,886.08 | 2,998.63 | 3,115.58 | 3,237.09 | 3,363.33 | 3,494.50 | 3,630.79 | 3,772.39 |
| Office Expense | 2,400.00 | 2,493.60 | 2,590.85 | 2,691.89 | 2,796.88 | 2,905.96 | 3,019.29 | 3,137.04 | 3,259.38 | 3,775.09 | 3,922.32 | 4,075.29 | 4,234.23 | 4,399.36 | 4,570.94 |
| Telephone | 5,004.00 | 5,199.16 | 5,401.92 | 5,612.60 | 5,831.49 | 6,058.92 | 6,295.22 | 6,540.73 | 6,795.82 | 7,060.85 | 7,336.23 | 7,622.34 | 7,919.61 | 8,228.48 | 8,549.39 |
| Trash Removal (Grease Pick-Up) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Utilities | 22,320.00 | 23,190.48 | 24,094.91 | 25,034.61 | 26,010.96 | 27,025.39 | 28,079.38 | 29,174.47 | 30,312.28 | 31,494.46 | 32,722.74 | 33,998.93 | 35,324.89 | 36,702.56 | 38,133.96 |
| Marketing | 12,316.00 | 12,796.32 | 13,295.38 | 13,813.90 | 14,352.64 | 14,912.40 | 15,493.98 | 16,098.24 | 16,726.08 | 17,378.39 | 18,056.15 | 18,760.34 | 19,491.99 | 20,252.18 | 21,042.02 |
| Property Tax | 6,000.00 | 6,000.00 | 6,000.00 | 5,500.00 | 5,500.00 | 5,500.00 | 5,000.00 | 5,000.00 | 5,000.00 | 4,500.00 | 4,500.00 | 4,500.00 | 3,500.00 | 3,500.00 | 3,500.00 |
| Uniforms | 2,500.00 | 2,597.50 | 2,698.80 | 2,804.06 | 2,913.41 | 3,027.04 | 3,145.09 | 3,267.75 | 3,395.19 | 4,527.60 | 4,200.93 | 3,516.25 | 4,363.39 | 4,243.55 | 3,658.05 |
| Payroll Processing Fees | 1,500.00 | 1,558.50 | 1,619.28 | 1,682.43 | 1,748.05 | 1,816.22 | 1,887.05 | 1,960.65 | 2,037.12 | 2,116.56 | 2,199.11 | 2,284.87 | 2,373.98 | 2,466.57 | 2,562.77 |
| **Subtotal Variable** | $75,032.00 | $77,626.75 | $78,703.41 | $81,455.34 | $84,836.10 | $87,813.21 | $90,406.42 | $93,620.27 | $96,959.47 | $101,817.47 | $107,172.21 | $110,191.42 | $113,886.89 | $117,765.46 | $121,334.31 |
| **Fixed Expenses** | | | | | | | | | | | | | | | |
| Insurance | 7,500.00 | 7,792.50 | 8,096.41 | 8,412.17 | 8,740.24 | 9,081.11 | 9,435.27 | 9,803.25 | 10,185.58 | 10,582.81 | 10,995.54 | 11,424.37 | 11,869.92 | 12,332.85 | 12,813.83 |
| Licenses & Permits | 425.00 | 425.00 | 425.00 | 425.00 | 425.00 | 425.00 | 425.00 | 425.00 | 425.00 | 425.00 | 425.00 | 425.00 | 425.00 | 425.00 | 425.00 |
| Replacement Reserve | 7,800.00 | 7,800.00 | 7,800.00 | 7,800.00 | 7,800.00 | 7,800.00 | 7,800.00 | 7,800.00 | 7,800.00 | 7,800.00 | 7,800.00 | 9,800.00 | 9,800.00 | 9,800.00 | 9,800.00 |
| **Subtotal Fixed** | $15,725.00 | $16,017.50 | $16,321.41 | $16,637.17 | $16,965.24 | $17,306.11 | $17,660.27 | $18,028.25 | $18,410.58 | $18,807.81 | $19,220.54 | $21,649.37 | $22,094.92 | $22,557.85 | $23,038.83 |
| **Occupancy Expenses** | | | | | | | | | | | | | | | |
| Food | $45,342.00 | $47,609.10 | $49,989.56 | $51,939.15 | $53,964.77 | $56,069.40 | $58,256.11 | $60,528.10 | $62,888.69 | $65,341.35 | $67,889.66 | $70,537.36 | $73,288.32 | $76,146.56 | $79,116.28 |
| Alcohol | $9,760.90 | $10,248.94 | $10,761.39 | $11,181.08 | $11,617.14 | $12,070.21 | $12,540.95 | $13,030.05 | $13,538.22 | $14,066.21 | $14,614.79 | $15,184.77 | $15,776.98 | $16,392.28 | $17,031.58 |
| Groups and Parties | $13,329.23 | $13,995.69 | $14,695.47 | $15,268.59 | $15,864.07 | $16,482.77 | $17,125.60 | $17,793.49 | $18,487.44 | $19,208.45 | $19,957.58 | $20,735.93 | $21,544.63 | $22,384.87 | $23,257.88 |
| **Total RAP Payments** | $68,432.12 | $71,853.73 | $75,446.41 | $78,388.82 | $81,445.99 | $84,622.38 | $87,922.65 | $91,351.64 | $94,914.35 | $98,616.01 | $102,462.04 | $106,458.06 | $110,609.92 | $114,923.71 | $119,405.73 |
| **Total Operating Exp.** | $397,595.52 | $413,202.23 | $427,835.95 | $443,883.27 | $461,077.95 | $478,407.71 | $495,913.34 | $514,621.18 | $534,058.63 | $555,642.73 | $578,375.89 | $601,451.26 | $623,907.08 | $647,277.67 | $671,098.72 |
| **NET INCOME** | $ 38,940.09 | $ 45,160.17 | $ 53,444.57 | $ 56,167.18 | $ 58,474.48 | $ 61,407.25 | $ 64,954.41 | $ 68,120.41 | $ 71,409.88 | $ 73,439.05 | $ 75,240.09 | $ 77,655.74 | $ 81,685.09 | $ 85,832.60 | $ 90,602.84 |

**Proposer:** Butterfield Games, Inc & A.J. Family Food Concession, LLC

| | ***Detail Assumptions used for developing proposed Revenues and Expenses*** |
|---|---|
| ***Revenue:*** | Assuming Month 1 is January |
| | These forecasts are based on what has been done in the past by the previous operator, sales at other parks Asmir has operated and factoring in an improvement in service and management. |
| **Cost of Goods** | We plan on keeping COGS at 30% based on what has been done at other Family Entertainment Centers (FEC's) in which Asmir operates. |
| | |
| ***Expenses:*** | Rent would be 10% of Café counter sales and 15% of group and party sales and 12% of Alcohol sales. |
| | Food and Beverage expenses will be at 30% based on what has been done at other Family Entertainment Centers in which Asmir operates. |
| | |
| | |
| Other | |
| **Payroll Costs** | |
| Wages | Total wages calculated by scheduling at least 26 shifts per week at the current living wage. |
| Payroll Taxes | Percentage of wages |
| Health Insurance & Benefits | |
| Workers' Compensation Insurance | Percentage of wages paid per month. |
| **Variable Costs** | |
| Accounting | $2,500 estimate based on past experience with a CPA |
| Advertising, Marketing & Promotion | Estimate based on social media and hopefully doing group advertising with Sherman Oaks Castle Park. Facebook, Instagram, Geo Fencing and SEO. |
| Dues & Subscriptions | Memberships to Costco and Sam's Club. Other suppliers will not require a membership fee. |
| Environmental Costs | Grease Pick up is Free with a local company. |
| Equipment Replacement - Small | $10,000 is estimated for small equipment |
| Equipment Replacement - Large | $65,000 is estimated for large equipment |
| Legal | |
| Office Expenses | Estimate based on our knowledge of current costs of computers, cash registers, card terminals and other office supplies, |
| Payroll Processing Fees | $1,500 based on past experience with Quickbooks |
| Professional Services | |
| Repair & Maint. - FF&E | $3,500 is budgeted for repairs and maint. |
| Repair & Maint. - Building | |
| Supplies | We have $125,000 budgeted for start up expenses. $78,500 in equipment and repairs and $46,500 in other start up expenses. |
| Start up Expenses - Yr 1 | $10,000 is budgeted for start food supplies |
| Telephone | $5000 is based on our kowledge of current costs |
| Trash Removal (Grease Pick-Up) | $0 is based on a free grease pick-up service program from Los Angeles County |
| Utilities | Based on expenses from previous concessionaire. |
| Other | |
| | |
| | |
| | |
| **Fixed Costs** | |
| Depreciation | $15,000 is an estimate from our CPA |
| Insurance & Liability | $13,500 is an estimate from our Insurance Broker |
| Service Contracts | |
| Licenses | $1500 is budgeted for Licenses. |
| Other | |
| | |
| | |
| Debt Expense | |
| Taxes | $3000 is budgeted for property taxes however it is hard to predict what the County will charge. |
| Other | |

## FOOD & BEVERAGE PRO FORMA

**PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS**

**Proposer: Butterfield Games, Inc & A.J. Family Food Concession, LLC**

*Cash Flow - Years 1-10*

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| ***Sources of Cash*** | | | | | | | | | | |
| Capital Loan | $ - | | | | | | | | | |
| Private Funds | $ 125,000 | | | | | | | | | |
| Operating Profits | $ 38,940 | $ 45,160 | $ 53,445 | $ 56,167 | $ 58,474 | $ 61,407 | $ 64,954 | $ 68,120 | $ 71,410 | $ 73,439 |
| Plus: | | | | | | | | | | |
| Depreciation | $ 15,700 | $ 15,700 | $ 15,700 | $ 15,700 | $ 15,700 | | | | | |
| Change in Accounts Payable | $ 10,000 | | | | | | | | | |
| Change in Payroll Payable | $ 1,000 | | | | | | | | | |
| Other | $ - | | | | | | | | | |
| Other | $ - | | | | | | | | | |
| ***Total Sources Of Cash*** | **$ 190,640** | **$ 60,860** | **$ 69,145** | **$ 71,867** | **$ 74,174** | **$ 61,407** | **$ 64,954** | **$ 68,120** | **$ 71,410** | **$ 73,439** |
| | | | | | | | | | | |
| ***Uses of Cash*** | | | | | | | | | | |
| Capital Investment | $ 78,500 | | | $ 10,000 | | | | $ 12,500 | | |
| Change in Accounts Receivables | $ 20,000 | | | | | | | | | |
| Change in Inventory | $ 10,000 | | | | | | | | | |
| Repayment of Loan Principal | $ - | | | | | | | | | |
| Other | | | | | | | | | | |
| ***Total Uses of Cash*** | **$ 108,500** | **$ -** | **$ -** | **$ 10,000** | **$ -** | **$ -** | **$ -** | **$ 12,500** | **$ -** | **$ -** |
| | | | | | | | | | | |
| ***Net Change in Cash Flow*** | **$ 82,140** | **$ 60,860** | **$ 69,145** | **$ 61,867** | **$ 74,174** | **$ 61,407** | **$ 64,954** | **$ 55,620** | **$ 71,410** | **$ 73,439** |
| ***Break Even Cash Flow*** | **$ 82,140** | **$ 143,000** | **$ 212,145** | **$ 274,012** | **$ 348,186** | **$ 409,594** | **$ 474,548** | **$ 530,169** | **$ 601,578** | **$ 675,017** |

FOOD & BEVERAGE PRO FORMA

**PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS**

**Proposer: Butterfield Games, Inc & A.J. Family Food Concession, LLC**

| *Cash Flow - Years 11-15* | | | | | |
|---|---|---|---|---|---|
| | *11* | *12* | *13* | *14* | *15* |
| ***Sources of Cash*** | | | | | |
| Capital Loan | $ - | | | | |
| Private Funds | $ - | | | | |
| Operating Profits | $ 75,240 | $ 77,656 | $ 81,685 | $ 85,833 | $ 90,603 |
| Plus: | | | | | |
| Depreciation | | | | | |
| Change in Accounts Payable | | | | | |
| Change in Payroll Payable | | | | | |
| Other | $ - | | | | |
| Other | $ - | | | | |
| ***Total Sources Of Cash*** | **$ 75,240** | **$ 77,656** | **$ 81,685** | **$ 85,833** | **$ 90,603** |
| | | | | | |
| ***Uses of Cash*** | | | | | |
| Capital Investment | $ - | $ 15,000 | | | |
| Change in Accounts Receivables | | | | | |
| Change in Inventory | | | | | |
| Repayment of Loan Principal | $ - | | | | |
| Other | | | | | |
| ***Total Uses of Cash*** | **$ -** | **$ 15,000** | **$ -** | **$ -** | **$ -** |
| | | | | | |
| ***Net Change in Cash Flow*** | **$ 75,240** | **$ 62,656** | **$ 81,685** | **$ 85,833** | **$ 90,603** |
| ***Break Even Cash Flow*** | **$ 75,240** | **$ 137,896** | **$ 219,581** | **$ 305,414** | **$ 396,016** |

**RFP EXHIBIT I**

## FINANCIAL OFFER FORM

### Arcade

**Monthly Concession Fee Commitment**

For the Sherman Oaks Castle Park Arcade and Food and Beverage Concession Agreement, and in consideration of City executing this Concession Agreement and granting the rights herein enumerated, CONCESSIONAIRE shall pay to City a minimum annual guarantee (MAG) or a percentage of gross receipts (PGR) as shown below **(MAG and percentage must be equal to or greater than the minimum shown below):**

**YEAR ONE:**

| CATEGORY | MINIMUM ACCEPTABLE PERCENTAGE | PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage) |
|---|---|---|
| Arcade and Filming | Forty - five percent (45%) | Forty-five percent (45 %) |
| Retail | Ten percent 10 (%) | Ten percent (10 %) |
| Other (define) | XX percent (%) | (00 %) |

**MINIMUM ANNUAL GUARANTEE (MAG):**

**Amount: $800,000.00**

**MAG OFFERED BY PROPOSER:**

Amount: $1,000.000.00

**COMPLETE ONLY IF PROPOSING ESCALATION OF THE PGR**
**Indicate the year(s): _____ (Answer years XX *)**
***Copy this form if you wish to propose different percentages for years XX.**

| CATEGORY | MINIMUM ACCEPTABLE PERCENTAGE | PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage) |
|---|---|---|
| Arcade and Filming | XX percent (%) | ( %) |
| Retail | XX percent (%) | ( %) |
| Other (define) | XX percent (%) | ( %) |

Prepared By: _____ (Authorized Signature)

Matt Mazzaroli (Print Name)

Butterfield Games, INC (Company Name)

CEO/President (Title)

Date: 05/03/23

## FINANCIAL OFFER FORM

### Food and Beverage

**Monthly Concession Fee Commitment**

For the Sherman Oaks Castle Park Arcade and Food and Beverage Concession Agreement, and in consideration of City executing this Concession Agreement and granting the rights herein enumerated, CONCESSIONAIRE shall pay to City a minimum annual guarantee (MAG) or a percentage of gross receipts (PGR) as shown below **(MAG and percentage must be equal to or greater than the minimum shown below):**

**YEAR ONE:**

| CATEGORY | MINIMUM ACCEPTABLE PERCENTAGE | PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage) |
|---|---|---|
| Food and Non-Alcoholic Beverages | Ten percent (10%) | Ten percent ( 10 %) |
| Party/Group | Fifteen percent (15%) | Fifteen percent ( 15 %) |
| Alcohol | Twelve percent (12%) | Twelve percent ( 12 %) |
| Other (define) | XX percent ( %) | ( %) |

**MINIMUM ANNUAL GUARANTEE (MAG):** **MAG OFFERED BY PROPOSER:**

**Amount: $25,000.00** Amount: $40,000

**COMPLETE ONLY IF PROPOSING ESCALATION OF THE PGR**
**Indicate the year(s): _____ (Answer years XX *)**
***Copy this form if you wish to propose different percentages for years XX.**

| CATEGORY | MINIMUM ACCEPTABLE PERCENTAGE | PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage) |
|---|---|---|
| Food and Non-Alcoholic Beverages | XX percent (%) | ( %) |
| Party/Group | XX percent (%) | ( %) |
| Alcohol | XX percent (%) | ( %) |
| Other (define) | XX percent (%) | ( %) |

Prepared By: Matt Mazzaroli (Authorized Signature) Matt Mazzaroli (Print Name)

Butterfield Games,Inc Sub Contractor: A.J. Family Food Conncession, LLC CEO/President
(Company Name) (Title)

Date: 05/11/23

# SCHEDULE C
# CITY OF LOS ANGELES
# FINAL SUBCONTRACTING REPORT

| Project Title | Contract No. |
|---|---|
| SOCP Arcade and Food and Beverage Concession | Con-F23-002 |
| **Company Name** Butterfield Games, Inc | **Address** |
| **Contact Person** Matt Mazzaroli | **Phone** |

| Name, Address, Telephone No. of all Subconsultants Listed on Schedule B | Description of Work or Supply | MBE/WBE/ SBE/EBE/ DVBE/OBE | Original Dollar Value of Subcontract | Actual Dollar Value of Subcontract* |
|---|---|---|---|---|
| A.J. Family Food Concession, LLC | Operation of Food & Beverage concesssion. | SBE/EBE in progress | $600,000 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*** If the actual dollar value differs from the original dollar value, explain the differences and give details.**

| | Total Dollars | Achieved Levels | Pledged Levels | | Total Dollars | Achieved Levels | Pledged Levels |
|---|---|---|---|---|---|---|---|
| MBE Participation | | | | WBE Participation | | | |
| SBE Participation | | | | EBE Participation | | | |
| DVBE Participation | | | | OBE Participation | | | |

| Matt Mazzaroli | Matt Mazzaroli | CEO/President | 05/15/23 |
|---|---|---|---|
| Signature of Person Completing this Form | Printed Name | Title | Date |

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

Rev. 07/01/11 (Citywide RFP – BAVN BIP)

DEPARTMENT OF RECREATION AND PARKS

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS
PRESIDENT

LYNN ALVAREZ
VICE PRESIDENT

TAFARAI BAYNE
NICOLE CHASE

TAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640

City of Los Angeles
California

KAREN BASS
MAYOR

JIMMY KIM
GENERAL MANAGER

MATTHEW RUDNICK
EXECUTIVE OFFICER

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

BELINDA JACKSON
ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

(213) 202-2633

May 3, 2023

Request for Proposal for the Sherman Oaks Castle Park Arcade and Food & Beverage Operation and Maintenance
(CON-F23-002)

***Addendum No. 1***

Please see the attached revised RFP Exhibit B2 checklist which correctly lists references to the RFP´s corresponding Exhibits H Pro Forma Template, Exhibit I Financial Form, Exhibit J Terms and Conditions, and Exhibit L Concession Improvements Costs (Offer) Form. All forms are required submissions.

Also attached is a revised copy of Exhibit L Concession Improvement Costs (Offer) Form. This form is revised to include two versions, Exhibit L for Arcade Improvements and Exhibit L2 for Food and Beverage Improvements. This will allow more room for completion. These forms are required for submission.

Attachments

221 N. FIGUEROA STREET, SUITE 350, LOS ANGELES CA 90012 – www.LAPARKS.ORG

# PROPOSAL CHECKLIST

## PART I – Additional Items to be submitted with PROPOSAL by ALL proposers

- ☐ 1. Cover Letter (Exh. B)
- ☐ 2. Proposal Deposit (Exh. B)
- ☐ 3. Proposer's Signature Declaration and Affidavit (Exh. C and D)
- ☐ 4. Disposition of Proposals (Exh. C and D)
- ☐ 5. Nondiscrimination, Equal Employment Practices and Affirmative Action (Exh. C and D, review only)
- ☐ 6. Contractor's Responsibility Ordinance Statement (Exh. C and D)
- ☐ 7. Equal Benefits Ordinance Statement (EBO)/First Soucrce Hiring Ordinance (FSHO) (Exh. C and D, Complete in RAMP)
- ☐ 8. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) (Exh. C & D, Exemption Only)
- ☐ 9. Business Inclusion Program Requirements (BIP) (Exh. C and D)
- ☐ 10. Municipal Lobbying Ordinance/Bidder's Certification – CEC Form 50 (Exh. C and D)
- ☐ 11. Prohibited Contributors – CEC Form 55 (Exh. C and D)
- ☐ 12. Federal Tax ID Number and Form W-9 (Exh. C and D)
- ☐ 13. Iran Contracting Act of 2010 Compliance Affidavit (Exh. C and D)
- ☐ 14. Pro-Forma Template (Exh. H)
- ☐ 15. Financial Offer Form (Exh. I)
- ☐ 16. Terms and Conditions Acceptance Form (Exh. J)
- ☐ 17. Concession Improvement Cost (Offer) Form (Exh. L)

## PART II - (Additional Items to be submitted ONLY by selected Proposer of the award of the agreement.)

- ☐ 18. Americans with Disabilities Act Certification (Exh. C and D)
- ☐ 19. Business Tax Registration Certificate (Exh. C and D))
- ☐ 20. Certification of Compliance with Child Support Obligations (Exh. C and D)
- ☐ 21. Contractor's Responsibility Ordinance Pledge of Compliance (Exh. C and D)
- ☐ 22. Los Angeles Residence Information (Exh. C and D)
- ☐ 23. LWO/SCWRO – Additional Forms (Exh. C and D)
- ☐ 24. Disclosure Ordinance Affidavit (Exh. C and D, Complete in RAMP)
- ☐ 25. City-Approved Proof of Insurance (Exh. F)
- ☐ 26. Performance Deposit (Exh. B)

## CONCESSION IMPROVEMENT OFFER FORM

## ARCADE

Proposer Butterfield Games, INC

**Concession Improvement Offer**

1. Proposed Concession Improvement for Leasehold Improvements $150,000.00 (A)
(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

| Description | Amount |
|---|---|
| The restrooms will be remodeled for more privacy from the arcade, new fixtures and more graffiti resistant materials. We will also create a clear line of site from the cafe to the arcade by removing the interior wall (railing). | |

2. Proposed Concession Improvement for Furniture, Fixtures, and Equipment $1,000,000 (B)
(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

| Description | Amount |
|---|---|
| We will be adding around 50 new pieces of equipment in the form of video games, VR, simulators, attractions, and redemption, etc... The total should be over 1 million dollars over the 15 years of the contract. | |

3. Architectural, engineering, and in-house fees (not to exceed 15%) $10,000.00 (C)

Total Concession Improvement Commitment (add A + B + C above) = $1,160,000.00

Total Concession Improvement Commitment $1,160,000.00

Signature of Authorized Person: Matt Mazzaroli Date: 5/10/23

Printed Name: Matthew Mazzaroli Title: CEO/President

Type text here

**Note: Please attach additional pages if necessary for description and amounts. This form must be signed by an authorized representative of the proposing entity.**

## CONCESSION IMPROVEMENT OFFER FORM

## FOOD AND BEVERAGE

Proposer Butterfield Games, Inc Sub Contractor: A.J. Family Food Concession, LLC

**Concession Improvement Offer**

1. Proposed Concession Improvement for Leasehold Improvements $ 5,500 (A)
(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

| Description | Amount |
|---|---|
| Upgrade flooring in the kitchen and dining room area to commerical kitchen grade level | |
| as approved by the LA County Department of Health Services | |
| Repaint the interior of the dining room and kitchen area | |
| | |
| | |

2. Proposed Concession Improvement for Furniture, Fixtures, and Equipment $ 73,000 (B)
(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

| Description | Amount |
|---|---|
| Commercial grade triple stacked pizza oven | |
| Tables and chairs for the dining room area | |
| Large screen TV's for the dining room area and for the menus | |
| Fryers, Flat top grill, Ice maker machine, Refrigerated prep station, POS System | |
| Walk in Refrigerator and Freezer | |

3. Architectural, engineering, and in-house fees (not to exceed 15%) $ _____ (C)

Total Concession Improvement Commitment (add A + B + C above) = $ 78,500

Total Concession Improvement Commitment $ 78,500

Signature of Authorized Person: Matt Mazzaroli Date: 5/10/23

Printed Name: Matt Mazzaroli Title: CEO/President

**Note: Please attach additional pages if necessary for description and amounts. This form must be signed by an authorized representative of the proposing entity.**

**AGREEMENT EXHIBIT D**

Form Gen. 87 (R. 4/09)

City of Los Angeles

Orig.. City Attorney m/s 140
Dup. Risk Manager m/s 625-24
Trip. Dept. Area Office or Division Head

# NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

| Department Reporting |
|---|
| Recreation and Parks |

**INSTRUCTIONS:** All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

**PART I – PERSONAL DATA**

| 1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE) | 2a. HOME ADDRESS (STREET) (CITY) (ZIP) | 3a. PHONE NUMBER |
|---|---|---|
| | 2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP) | 3b. PHONE NUMBER |

| 4. SEX ☐M ☐F | 5. DATE OF BIRTH | 6. IF MINOR, NAME OF PARENT OR GUARDIAN | 7. PHONE NUMBER |
|---|---|---|---|
| | | | |

**PART II – ACCIDENT/INJURY**

| 8. DATE | 9. TIME | 10. LOCATION OF PUBLIC PROPERTY INVOLVED | 11. WAS FIRST AID GIVEN? ☐ YES ☐ NO |
|---|---|---|---|
| | | | |

| 12. FIRST AID GIVEN BY (NAME) | (ADDRESS) | (PHONE NUMBER) |
|---|---|---|
| | | |

| 13. PHYSICIAN/HOSPITAL INJURED TAKEN TO | (ADDRESS) | (PHONE NUMBER) |
|---|---|---|
| | | |

| 14. NATURE OF INJURIES (BE SPECIFIC) |
|---|
| |

| 15. DESCRIBE ACCIDENT (IN DETAIL) |
|---|
| |

| 16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY | 17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT? |
|---|---|
| | |

**PART III – WITNESSES**

| 18. NAME (LAST) (FIRST) (MIDDLE) | 19. ADDRESS (STREET) (CITY) (ZIP) | 20. PHONE NUMBER | CITY EMPLOYEE |
|---|---|---|---|
| a. | | | ☐ YES ☐ NO |
| b. | | | ☐ YES ☐ NO |
| c. | | | ☐ YES ☐ NO |
| d. | | | ☐ YES ☐ NO |

**PART IV – STATEMENT OF INJURED PARTY OR WITNESS**

| 21. |
|---|
| |

**PART V – EMPLOYEE FILING REPORT**

| 22. NAME AND POSITION | 23. SIGNATURE | 24. DATE |
|---|---|---|
| | | |

Print Form

EXHIBIT E

**CITY OF LOS ANGELES**
**DEPARTMENT OF RECREATION AND PARKS**
**Special Operations Branch/ Concessions Unit**
**P.O. Box 86328**
**Los Angeles, CA 90086**

# MONTHLY REVENUE REPORT
## Sherman Oaks Castle Park Arcade

COMPANY: _____

PERIOD COVERED: From: _____ To: _____
Month/Day/Year Month/Day/Year

| **GROSS RECEIPTS** | GROSS SALES | - SALES TAX | = NET SALES | x PERCENTAGE | |
|---|---|---|---|---|---|
| Arcade and Filming | | | | xx% | $ - |
| Retail | | | | xx% | $ - |
| Other | | | | xx% | $ - |
| **MONTHLY RENTAL SUBTOTAL** | | | | | $ - |

**ADDITIONAL FEES**

| | | |
|---|---|---|
| | | $ - |
| LATE RENT FEE: | Payments are due by the first day of each calendar month for the month due. Payments shall be considered past due if postmarked after the 15th day of the month in which payment is due. | $ - |
| OCCUPANCY TAX: | Paid Quarterly (April / July / October / January) for preceding three months at $1.48 per $1,000 or fraction thereof of charges paid to RAP. | $ - |
| **ADDITIONAL FEES SUBTOTAL:** | | $ - |

**ADJUSTMENTS*:** Explain: _____

_____

_____ $ -

*NOTE: All amortizations (allowance for rent reduction for any expenditure) must have prior approval in writing by the Department of Recreation and Parks. Copies of approval letters, invoices, and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

**TOTAL AMOUNT DUE:** $ -

I hereby certify that this is a true and correct record of the period stated above:

Signature: _____ Date: _____

COPY 1-Dept. Area Office or Division Head

COPY 2-Risk Management m/s 625-24 or rap.riskmgmt@lacity.org

COPY 3-Auditing Section m/s 625-18 or rap-auditing@lacity.org

**AGREEMENT EXHIBIT F**

City of Los Angeles
Dept. of Recreation and Parks

# SPECIAL OCCURRENCE AND LOSS REPORT

**REPORT NUMBER**

**SEE INSTRUCTIONS ON PAGE 2**

| 1. NAME OF FACILITY | DATE OF OCCURRENCE | TIME: | A.M. ☐ | P.M. ☐ |
|---|---|---|---|---|
| | | | | |

2. SUBJECT OF REPORT

3. EXACT LOCATION OF OCCURRENCE

4. DESCRIBE WHAT HAPPENED. ESTIMATE PROPERTY DAMAGE, IF ANY

| 5. | ESTIMATE OF DAMAGES |
|---|---|
| | |

6. LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)

| QUANTITY | TYPE OF ITEM OR EQUIPMENT, DESCRIBE | DEPT. NO | SERIAL NO. | APPROX. VALUE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| 7. | TOTAL |
|---|---|
| | |

| 8. IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380 LOCATION | AMOUNT |
|---|---|
| | |

9. TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8) TOTAL

| 10. WHO DISCOVERED LOSS? NAME | TITLE | DATE | TIME: | A.M. ☐ | P.M. ☐ |
|---|---|---|---|---|---|
| | | | | | |

11. HOW WAS ENTRANCE GAINED?

| 12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME | TITLE | DATE | TIME: | A.M. ☐ | P.M. ☐ |
|---|---|---|---|---|---|
| | | | | | |

13. WAS POLICE REPORT MADE? ☐ YES ☐ NO D.R. NUMBER

14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? ☐ YES ☐ NO WORK ORDER

15. PERSONS INVOLVED: ☐ WITNESS ☐ VICTIM ☐ SUSPECT

| NAME | ADDRESS | AGE | SEX | PHONE NUMBER | INDICATE |
|---|---|---|---|---|---|
| | | | | | ☐ W ☐ V ☐ S |
| | | | | | ☐ W ☐ V ☐ S |
| | | | | | ☐ W ☐ V ☐ S |
| | | | | | ☐ W ☐ V ☐ S |

| 16. IF VEHICLE INVOLVED: YEAR MAKE | LICENSE NO. | OWNERS NAME, ADDRESS AND INSURANCE CO. |
|---|---|---|
| | | |

17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.

| 18. REPORT SUBMITTED BY: NAME | TITLE | DATE |
|---|---|---|
| | | |

COMMENTS

INSTRUCTIONS: This report must be made out in reporting any damage to, theft or loss of, private or public property or any otherreportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

**FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE**

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. $10.00 from coke machine, $50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city of non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.

Form Gen. 146 (Rev. 6/12)

# Required Insurance and Minimum Limits

Name: _____ Date: 03.15.2023

Agreement/Reference: RFQ - Sherman Oaks Castle Park Arcade and Food & Beverage Concession

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

**Limits**

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 1,000,000

☉ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** City of Los Angeles must be named as an additional insured party — 1,000,000

☉ Products/Completed Operations ☐ Sexual Misconduct _____

☉ Fire Legal Liability 500,000

☉ Broad Form Liquor Liability

☉ Excess Liability Coverage $5,000,000

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) — 1,000,000

___ **Professional Liability** (Errors and Omissions) — _____

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) — _____

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood _____ ☐ Builder's Risk

☐ Earthquake _____ ☐ _____

___ — _____

☐ _____

___ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds — _____

✓ **Crime Insurance** — 500,000

**Other:** Provided to: Sonia Robinson

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: http://cao.lacity.org/risk/InsuranceForms.htm

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

**CITY OF LOS ANGELES**

**INSTRUCTIONS AND INFORMATION**
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format**. KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at https://kwikcomply.org/ and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at https://kwikcomply.org/.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at https://kwikcomply.org/.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (http://cao.lacity.org/risk/InsuranceForms.htm) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (http://cao.lacity.org/risk/InsuranceForms.htm). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

# SCHEDULE A
# CITY OF LOS ANGELES
# MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| Project Title |
|---|

| Proposer | Address |
|---|---|
| Contact Person | Phone/Fax |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|---|---|---|---|---|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/ SBE/EBE/ DVBE/OBE | CALTRANS/ CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | |
|---|---|---|
| | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT | $ | % |
| TOTAL WBE AMOUNT | $ | % |
| TOTAL SBE AMOUNT | $ | % |
| TOTAL EBE AMOUNT | $ | % |
| TOTAL DVBE AMOUNT | $ | % |
| TOTAL OBE AMOUNT | $ | % |
| BASE BID AMOUNT | $ | |

Signature of Person Completing this Form

Printed Name of Person Completing this Form

Title Date

## MUST BE SUBMITTED WITH PROPOSAL

Rev. 07/01/11 (Citywide RFP – BAVN BIP)

# SCHEDULE B
# CITY OF LOS ANGELES
# MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

| Project Title | Contract No. |
|---|---|

| Consultant | Address |
|---|---|
| Contact Person | Phone/Fax |

| CONTRACT AMOUNT (INCLUDING AMENDMENTS) | THIS INVOICE AMOUNT | INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE) |
|---|---|---|
| | | |

| MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS) | | | | | |
|---|---|---|---|---|---|
| NAME OF SUBCONTRACTOR | MBE/WBE/ SBE/EBE/ DVBE/OBE | ORIGINAL SUBCONTRACT AMOUNT | THIS INVOICE (AMOUNT NOW DUE) | INVOICED TO DATE (INCLUDE THIS INVOICE) | SCHEDULED PARTICIPATION TO DATE |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE | | |
|---|---|---|
| | DOLLARS | PERCENT |
| TOTAL MBE PARTICIPATION | $ | % |
| TOTAL WBE PARTICIPATION | $ | % |
| TOTAL SBE PARTICIPATION | $ | % |
| TOTAL EBE PARTICIPATON | $ | % |
| TOTAL DVBE PARTICIPATION | $ | % |
| TOTAL OBE PARTICIPATION | $ | % |

**Signature of Person Completing this Form:**

_____

**Printed Name of Person Completing this Form:**

_____

**Title:** **Date:**

_____

Rev. 07/01/11 (Citywide RFP – BAVN BIP)

# SCHEDULE C
# CITY OF LOS ANGELES
# FINAL SUBCONTRACTING REPORT

| Project Title | Contract No. |
|---|---|
| Company Name | Address |
| Contact Person | Phone |

| Name, Address, Telephone No. of all Subconsultants Listed on Schedule B | Description of Work or Supply | MBE/WBE/ SBE/EBE/ DVBE/OBE | Original Dollar Value of Subcontract | Actual Dollar Value of Subcontract* |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*** If the actual dollar value differs from the original dollar value, explain the differences and give details.**

| | Total Dollars | Achieved Levels | Pledged Levels | | Total Dollars | Achieved Levels | Pledged Levels |
|---|---|---|---|---|---|---|---|
| MBE Participation | | | | WBE Participation | | | |
| SBE Participation | | | | EBE Participation | | | |
| DVBE Participation | | | | OBE Participation | | | |

Signature of Person Completing this Form | Printed Name | Title | Date

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

Rev. 07/01/11 (Citywide RFP – BAVN BIP)

SHERMAN OAKS CASTLE PARK

(Revised ~~06/08~~, 11/22)

MINATURE GOLF PRICES
50% to be allocated to the Special Fund Account
50% to be allocated to the Department of Recreation and Parks General Fund Account

**Individual Rates:**

| | |
|---|---|
| Adults (13-64) | ~~$6.50~~ **$12.00** |
| Children (5-12) | ~~$5.50~~ **$8.00** |
| Children 4 and under | Free with paying adult |
| Senior (65+) | ~~$5.50~~ **$8.00** |
| Early Bird | ~~$3.00~~ **$6.00** |
| Saturday and Sunday 9 a.m. to 10:30 a.m. | |
| Replays | ~~$3.00~~ **$5.00** |
| Discount Coupons | $2.00 off regular price round of golf |

**Group Rates (15 persons or more)**
Requires advance reservations and must be paid in a single transaction
Golf Only

| | |
|---|---|
| Adults | ~~$4.50~~ **$10.00** |
| Children | ~~$3.50~~ **$6.00** |
| Senior | ~~$3.50~~ **$6.00** |

Group Golf and Game Rates (15 or more persons)
Includes gamecard with $5 in credit per person, requires advance reservation and must be paid in a single transaction. $4.00 per person allocated to concessionaires

| | |
|---|---|
| Adults | ~~$6.50~~ **$14.00** |
| Children/Seniors | ~~$5.50~~ **$ 10.00** |

~~**Gift Certificates** $15.00~~
~~**($7.30** to concessionaires; 50% balance to the Special Fund Account and 50% to the Department of Recreation and Parks General Fund Account)~~
~~Includes: One round of golf~~
~~10 game tokens~~
~~Large Slice of Pizza~~
~~Ice Cream~~
~~Soft Drink~~

**Golf Gift Card** **NEW $12.00**
Good for one round of golf
(50% balance to the Special Fund Account and 50% to the Department of Recreation and Parks General Fund Account)

**Birthday Party Packages – 12 guest minimum**
Majestic Package **NEW $30.00**
($23.00 allocated to concessionaires; 50% balance to the Special Fund Account and 50% to the Department of Recreation and Parks General Fund Account)

Includes: one round of golf, $20.00 game card, large slice of pizza, soft drink, use of party area for 2 hours, party hostess for 2 hours, decorations and paper goods, clean-up of party area, 3,000 tickets towards arcade prize redemption

Imperial Package ~~$12.95~~ **$22.00**
($15.00 allocated to concessionaires; 50% balance to the Special Fund Account and 50% to the Department of Recreation and Parks General Fund Account
Includes: one round of golf, $10.00 game card, large slice of pizza, soft drink, use of the party area for 2 hours, party hostess for 2 hours, decorations and paper goods, clean-up of party area

Royal Package ~~$10.95~~ **$18.00**
($11.00 allocated to concessionaires; 50% balance to the Special Fund Account and 50% to the Department of Recreation and Parks General Fund Account
Includes: one round of golf, $5.00 game card, large slice of pizza, soft drink, use of party area for 2 hours, party hostess for 2 hours, decorations and paper goods, clean-up of party area

Private Area Premium Use Fee: ~~$30.00~~ **$40.00 per party**
(Gazebo, Boathouse and Flower Garden only, when added to Imperial or Royal Birthday Package)

Down payment required for ALL reservations: ~~$35.00~~ **$40.00**
To be credited toward final bill

**Pavilion, Gazebo, Boathouse and Flower Garden Hourly Rental:**

| | | |
|---|---|---|
| 10 a.m. – 4 p.m. Monday through Friday, excluding holidays | ~~$40.00~~ | **$50.00** |
| 4 p.m. – Closing | ~~$60.00~~ | **$50.00** |
| Weekends and Holidays | ~~$80.00~~ | **$100.00** |

Must be paid in full to reserve

**Birthday Party Cancellation Fee:** ~~$35.00~~ **$40.00**
Cancellations prior to 30 days will receive a full refund

**Golf Course Exclusive Use Fee:**
Course rentals will be considered on a case-by-case basis depending on public demand. One-third of the courses will be accessible to the public at all times. Exclusive use fee must be paid in full to reserve.

| | | |
|---|---|---|
| Monday through Friday prior to 4 p.m. | ~~$200.00 per hour/per course~~ | **$250.00** |
| Monday through Thursday after 4 p.m. | ~~$300.00 per hour/per course~~ | **$350.00** |
| Friday, Saturday, Sunday and Holiday | $500.00 per hour/per course | |

**Film Use:**
During open hours:

- Use of Golf Course will be charged the Exclusive Use Fee
- Grounds Use Fee of $150.00 per hour will be charged for use of non-golf course areas excluding the arcade, batting cage and café. Areas include green areas adjacent to courses, entrances, walkways, landings and party areas

- Parking Lot Fee of $150.00 per hour will be charged for up to a maximum of 60 vehicles or the truck length equivalent. Catering is not allowed on the premises

During closed hours:

| | | |
|---|---|---|
| Use of facility including parking lot: | ~~$150.00~~ | $300.00 per hour |
| Parking Lot only: | ~~$50.00~~ | $100.00 per hour |

Cancellation Policy for Exclusive Use of Golf Course and Filming:

| | |
|---|---|
| Cancellation prior to 24 hours: | No Charge |
| Cancellation within 24 hours: | $200.00 |

**Complimentary Golf Passes – a maximum of 1500 per calendar year may be issued**