

**STANDARD BUYER'S CONFIDENTIALITY
AND WARRANTY AGREEMENT**

The undersigned (the "Buyer") understands and acknowledges that Chad Holland of Chad Holland Real Estate (the "Broker" has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below (the "Business") whereby Broker has been retained, for an agreed upon commission, to represent Seller in the sale of the Business. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller. The Business that is the subject of this Standard Buyer's Confidentiality and Warranty Agreement (the "Agreement") is as follows:

Description of Business: Roberson's Restaurant
Asking Price and Terms: \$175,000

In order to induce Broker or Seller to furnish information regarding the Business (the "Information") to Buyer for Buyer's evaluation and possible purchase of said Business and in consideration for Broker's or Seller's furnishing such information, Buyer understands, agrees, represents and warrants to Broker and Seller as follows:

1. The word "Buyer," as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever.

2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business, and Buyer further represents and warrants as follows:

(A) The Information furnished by Broker or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Broker or Seller and is being furnished only upon the terms and conditions contained in this Agreement.

(B) Buyer will not disclose the Information, in whole or in part, to any party other than persons with Buyer's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of the Agreement by such other persons.

(C) Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.

(D) Buyer will not utilize, nor or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct of Buyer's or any other party's present or future business(es).

(E) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing marketing area of the Business.

(F) If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Broker all Information previously furnished by Broker or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

3. Buyer will not contact the Seller or Seller's employees, customers,

suppliers or agents other than Broker for any reason whatsoever without the prior consent of the Broker. All contacts with the Seller or such other parties will be made through or by Broker unless otherwise agreed to by Broker, in writing.

4. The Information furnished by Broker has been prepared by or is based upon representations of the Seller and Broker has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges Broker from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the information and accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.

5. The Information is subject to change or withdrawal without notice and the Business is being offered for sale subject to prior sale or the withdrawal of said offering without notice.

6. Buyer will indemnify and hold harmless the Broker and Seller from any and all claims or actions arising from Buyer's acts or failures to act in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses incurred by Broker.

7. Buyer will not, for a period of three (3) years from date hereof, enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for commission to be paid Broker, with the commission being defined as the amount agreed upon by Broker and Seller in the "Standard Listing Agreement" or similar agreement between those parties. The phrase "agreement for the purchase of the Business" as used herein, shall mean and include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof, and the commission amount to be paid Broker shall be the greater of either the minimum commission or the commission based upon sale price (or purchase price), as these amounts are defined in the aforesaid agreement between Broker and Seller. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Seller or for Seller's benefit, including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and/or other consideration. The commission amount agreed upon by Broker and Seller in the aforesaid agreement between those parties will be made known to Buyer by Broker, upon Buyer's request, when and if an agreement for the purchase of the Business is made by Buyer. If Buyer violates the foregoing provision, Buyer will be liable for and pay said commission to Broker upon demand without any obligation on Broker's part to first exhaust any legal remedies against Seller.

8. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Broker or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.

9. The performance and construction of this Agreement shall be governed by the laws of the State of Texas. All sums due hereunder shall be payable at the office of the Broker in Childress County, Texas, and all parties hereto agree to forbear from filing a claim in any other jurisdiction.

10. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.

11. Any controversy between the parties to the Agreement involving the construction or application of any of the terms, covenants or conditions of this Agreement, shall on written request of one (1) party served on the other, be submitted to binding arbitration. Such arbitration shall be under the rules

of the American Arbitration Association. The arbitrator shall have no authority to change any provisions of this agreement; the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The expenses of arbitration conducted pursuant to this paragraph shall be born by the parties in such proportions as the Arbitrators shall decide.

12. The terms and conditions of the Agreement shall also apply to any other business and/or property on which Broker has been retained to represent the owner(s) in the sale thereof and on which Broker or owner(s) has furnished information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Broker or owner(s) initially furnished information to Buyer on such other business and/or property.

13. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Broker and this Agreement sets forth the entire agreement and understanding.

EXECUTED ON THE _____ DAY OF _____, 20__.

Typed/Printed Name of Buyer

Typed/Printed Name of Buyer

Signature (Individually and as
Duly Authorized Representative)

Signature (Individually and as
Duly Authorized Representative)

Typed/Printed Name of Signatory

Typed/Printed Name of Signatory

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Telephone

Telephone

ROBERSON'S RESTAURANT
STATEMENT OF REVENUES, EXPENSES, AND CAPITAL
July 2015

	<u>Jul 15</u>	<u>Jan - Jul 15</u>
Ordinary Income/Expense		
Income		
SALES	42,282.69	289,262.76
Total Income	42,282.69	289,262.76
Cost of Goods Sold		
COST OF GOODS	20,796.20	115,770.81
Total COGS	20,796.20	115,770.81
Gross Profit	21,486.49	173,491.95
Expense		
ADVERTISING	125.00	1,095.00
BANK CHARGES	389.51	2,701.91
CONTRACT LABOR	0.00	748.75
DUES, LICENSES & FEES	0.00	104.98
FUEL AND VEHICLE EXPENSE	352.29	2,148.13
INSURANCE	3,574.28	7,210.28
MISC EXPENSE	0.00	203.51
OFFICE EXPENSE	111.38	1,128.39
PROFESSIONAL FEES	140.00	1,255.00
RENTS	277.68	507.58
REPAIRS	294.44	1,127.12
SALARIES	11,379.94	88,954.83
SUPPLIES	561.78	9,267.57
UTILITIES	1,608.89	9,914.25
Total Expense	18,815.19	126,367.30
Net Ordinary Income	2,671.30	47,124.65
Net Income	<u>2,671.30</u>	<u>47,124.65</u>

SCHEDULE C
(Form 1040)**Profit or Loss From Business**
(Sole Proprietorship)

OMB No. 1545-0074

2014Attachment
Sequence No. **09**Department of the Treasury
Internal Revenue Service (99)▶ Information about Schedule C and its separate instructions is at www.irs.gov/schedulec.
▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor

ZELBERT ROBERSON

Social security number (SSN)

445-36-8301**A** Principal business or profession, including product or service (see instructions)**FULL SERVICE RESTAURANTS****B** Enter code from instructions▶ **722511****C** Business name. If no separate business name, leave blank.**ROBERSON'S RESTAURANT****D** Employer ID number (EIN), (see instrs)**E** Business address (including suite or room no.) ▶ **WELLINGTON, TX. 79095**

City, town or post office, state, and ZIP code

F Accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other (specify) ▶**G** Did you 'materially participate' in the operation of this business during 2014? If 'No,' see instructions for limit on losses. ☒ Yes ☐ No**H** If you started or acquired this business during 2014, check here ☐**I** Did you make any payments in 2014 that would require you to file Form(s) 1099? (see instructions). ☒ Yes ☐ No**J** If 'Yes,' did you or will you file required Forms 1099? ☒ Yes ☐ No**Part I Income**

1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked. ☐	1	497,998.
2 Returns and allowances.	2	
3 Subtract line 2 from line 1.	3	497,998.
4 Cost of goods sold (from line 42)	4	192,848.
5 Gross profit. Subtract line 4 from line 3.	5	305,150.
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions).	6	
7 Gross income. Add lines 5 and 6.	7	305,150.

Part II Expenses. Enter expenses for business use of your home **only** on line 30.

8 Advertising.	8	2,283.	18 Office expense (see instructions).	18	1,604.
9 Car and truck expenses (see instructions).	9		19 Pension and profit-sharing plans.	19	
10 Commissions and fees.	10		20 Rent or lease (see instructions):		
11 Contract labor (see instructions).	11	1,485.	a Vehicles, machinery, and equipment	20a	
12 Depletion.	12		b Other business property	20b	193.
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions).	13	5,996.	21 Repairs and maintenance.	21	3,717.
14 Employee benefit programs (other than on line 19).	14		22 Supplies (not included in Part III).	22	14,711.
15 Insurance (other than health).	15	7,169.	23 Taxes and licenses.	23	1,623.
16 Interest:			24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc.).	16a		a Travel	24a	
b Other	16b	314.	b Deductible meals and entertainment (see instructions).	24b	
17 Legal & professional services.	17	1,540.	25 Utilities.	25	18,851.
28 Total expenses before expenses for business use of home. Add lines 8 through 27a.	28	210,116.	26 Wages (less employment credits).	26	139,295.
29 Tentative profit or (loss). Subtract line 28 from line 7.	29	95,034.	27a Other expenses (from line 48).	27a	11,335.
30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30.	30		b Reserved for future use	27b	
31 Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2 . (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3 . • If a loss, you must go to line 32.	31	95,034.			

32 If you have a loss, check the box that describes your investment in this activity (see instructions).• If you checked 32a, enter the loss on both **Form 1040, line 12**, (or **Form 1040NR, line 13**) and on **Schedule SE, line 2**. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on **Form 1041, line 3**.• If you checked 32b, you must attach **Form 6198**. Your loss may be limited.**32a** ☐ All investment is at risk.**32b** ☐ Some investment is not at risk.

SCHEDULE C
(Form 1040)**Profit or Loss From Business**
(Sole Proprietorship)

OMB No. 1545-0074

2013Attachment
Sequence No. **09**Department of the Treasury
Internal Revenue Service (99)For information on Schedule C and its instructions, go to www.irs.gov/schedulec.
Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor

ZELBERT ROBERSON

Social security number (SSN)

445-36-8301**A** Principal business or profession, including product or service (see instructions)**FULL SERVICE RESTAURANTS****B** Enter code from instructions**722511****C** Business name. If no separate business name, leave blank.**ROBERSON'S RESTAURANT****D** Employer ID number (EIN), (see instrs)**E** Business address (including suite or room no.) **WELLINGTON, TX. 79095**

City, town or post office, state, and ZIP code

F Accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other (specify) _____**G** Did you 'materially participate' in the operation of this business during 2013? If 'No,' see instructions for limit on losses. ☒ Yes ☐ No**H** If you started or acquired this business during 2013, check here ☐**I** Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions). ☒ Yes ☐ No**J** If 'Yes,' did you or will you file all required Forms 1099? ☒ Yes ☐ No**Part I Income**

1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked. ☐	1	542,873.
2 Returns and allowances.....	2	
3 Subtract line 2 from line 1.....	3	542,873.
4 Cost of goods sold (from line 42).....	4	170,162.
5 Gross profit. Subtract line 4 from line 3.....	5	372,711.
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions).....	6	
7 Gross income. Add lines 5 and 6.....	7	372,711.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8 Advertising.....	8	2,424.	18 Office expense (see instructions).....	18	2,266.
9 Car and truck expenses (see instructions).....	9		19 Pension and profit-sharing plans.....	19	
10 Commissions and fees.....	10		20 Rent or lease (see instructions):		
11 Contract labor (see instructions).....	11	14,187.	a Vehicles, machinery, and equipment.....	20 a	95.
12 Depletion.....	12		b Other business property.....	20 b	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions).....	13	15,649.	21 Repairs and maintenance.....	21	3,789.
14 Employee benefit programs (other than on line 19).....	14		22 Supplies (not included in Part III).....	22	34,666.
15 Insurance (other than health).....	15	7,072.	23 Taxes and licenses.....	23	15,392.
16 Interest:			24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc.).....	16 a		a Travel.....	24 a	
b Other.....	16 b	11,375.	b Deductible meals and entertainment (see instructions).....	24 b	
17 Legal & professional services.....	17	2,235.	25 Utilities.....	25	16,109.
28 Total expenses before expenses for business use of home. Add lines 8 through 27a.....	28		26 Wages (less employment credits).....	26	133,617.
29 Tentative profit or (loss). Subtract line 28 from line 7.....	29		27 a Other expenses (from line 48).....	27 a	7,177.
30 Expenses for business use of your home. Do not report such expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30.	30		b Reserved for future use.....	27 b	
31 Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	106,658.			
32 If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the instructions for line 31). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.			32 a ☐ All investment is at risk.		
			32 b ☐ Some investment is not at risk.		

SCHEDULE C
(Form 1040)**Profit or Loss From Business**
(Sole Proprietorship)

OMB No. 1545-0074

2012Attachment
Sequence No. **09**Department of the Treasury
Internal Revenue Service (99)▶ For information on Schedule C and its instructions, go to www.irs.gov/schedulec.
▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor

ZELBERT AND PATSY ROBERSON

Social security number (SSN)

445-36-8301**A** Principal business or profession, including product or service (see instructions)**FULL SERVICE RESTAURANTS****B** Enter code from instructions▶ **722511****C** Business name. If no separate business name, leave blank.**ROBERSON'S RESTAURANT****D** Employer ID number (EIN), (see instrs)**E** Business address (including suite or room no.) ▶ **WELLINGTON, TX. 79095**

City, town, or post office, state, and ZIP code

F Accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other (specify) ▶**G** Did you 'materially participate' in the operation of this business during 2012? If 'No,' see instructions for limit on losses. ☒ Yes ☐ No**H** If you started or acquired this business during 2012, check here ☐**I** Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions). ☒ Yes ☐ No**J** If 'Yes,' did you or will you file all required Forms 1099? ☒ Yes ☐ No**Part I Income**

1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked. ☐	1	460,940.
2 Returns and allowances (see instructions).	2	
3 Subtract line 2 from line 1.	3	460,940.
4 Cost of goods sold (from line 42).	4	154,703.
5 Gross profit. Subtract line 4 from line 3.	5	306,237.
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions).	6	
7 Gross income. Add lines 5 and 6.	7	306,237.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8 Advertising.	8	2,930.	18 Office expense (see instructions).	18	1,780.
9 Car and truck expenses (see instructions).	9		19 Pension and profit-sharing plans.	19	
10 Commissions and fees.	10		20 Rent or lease (see instructions):		
11 Contract labor (see instructions).	11	3,663.	a Vehicles, machinery, and equipment	20a	
12 Depletion.	12		b Other business property	20b	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions).	13	10,159.	21 Repairs and maintenance.	21	855.
14 Employee benefit programs (other than on line 19).	14		22 Supplies (not included in Part III).	22	32,778.
15 Insurance (other than health).	15	6,572.	23 Taxes and licenses.	23	14,012.
16 Interest:			24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc.).	16a		a Travel.	24a	
b Other.	16b	6,782.	b Deductible meals and entertainment (see instructions).	24b	
17 Legal & professional services.	17	1,540.	25 Utilities.	25	14,879.
28 Total expenses before expenses for business use of home. Add lines 8 through 27a.	28	241,725.	26 Wages (less employment credits).	26	138,254.
29 Tentative profit or (loss). Subtract line 28 from line 7.	29	64,512.	27a Other expenses (from line 48).	27a	7,521.
30 Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere.	30		b Reserved for future use.	27b	
31 Net profit or (loss). Subtract line 30 from line 29.	31	64,512.			

• If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3.

• If a loss, you must go to line 32.

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

• If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the instructions for line 31). Estates and trusts, enter on Form 1041, line 3.

• If you checked 32b, you must attach Form 6198. Your loss may be limited.

32a ☐ All investment is at risk.**32b** ☐ Some investment is not at risk.**BAA** For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule C (Form 1040) 2012

SCHEDULE C
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)

► For information on Schedule C and its instructions, go to www.irs.gov/schedulec.
► Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2011

Attachment
Sequence No. **09**

Name of proprietor

ZELBERT AND PATSY ROBERSON

Social security number (SSN)

445-36-8301

A Principal business or profession, including product or service (see instructions)

FULL SERVICE RESTAURANTS

B Enter code from instructions

► **722110**

C Business name. If no separate business name, leave blank.

ROBERSON'S RESTAURANT

D Employer ID number (EIN), (see instrs)

E Business address (including suite or room no.) ► **WELLINGTON, TX. 79095**

City, town or post office, state, and ZIP code

F Accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other (specify) ►

G Did you 'materially participate' in the operation of this business during 2011? If 'No,' see instructions for limit on losses. ☒ Yes ☐ No

H If you started or acquired this business during 2011, check here

I Did you make any payments in 2011 that would require you to file Form(s) 1099? (see instructions) ☒ Yes ☐ No

J If 'Yes,' did you or will you file all required Forms 1099? ☒ Yes ☐ No

Part I Income

1a Merchant card and third party payments. For 2011, enter -0-	1a	0.	
b Gross receipts or sales not entered on line 1a (see instructions)	1b	451,677.	
c Income reported to you on Form W-2 if the 'Statutory Employee' box on that form was checked. Caution. See instructions before completing this line	1c		
d Total gross receipts. Add lines 1a through 1c	1d	451,677.	
2 Returns and allowances plus any other adjustments (see instructions)	2		
3 Subtract line 2 from line 1d	3	451,677.	
4 Cost of goods sold (from line 42)	4	153,358.	
5 Gross profit. Subtract line 4 from line 3	5	298,319.	
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6		
7 Gross income. Add lines 5 and 6	7	298,319.	

Part II Expenses. Enter expenses for business use of your home only on line 30.

8 Advertising	8	3,089.	18 Office expense (see instructions)	18	3,439.
9 Car and truck expenses (see instructions)	9		19 Pension and profit-sharing plans	19	
10 Commissions and fees	10		20 Rent or lease (see instructions):		
11 Contract labor (see instructions)	11	10,576.	a Vehicles, machinery, and equipment	20a	
12 Depletion	12		b Other business property	20b	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	10,934.	21 Repairs and maintenance	21	5,620.
14 Employee benefit programs (other than on line 19)	14		22 Supplies (not included in Part III)	22	22,883.
15 Insurance (other than health)	15	6,445.	23 Taxes and licenses	23	12,269.
16 Interest:			24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc.)	16a		a Travel	24a	
b Other	16b	5,923.	b Deductible meals and entertainment (see instructions)	24b	
17 Legal & professional services	17	1,985.	25 Utilities	25	15,875.
28 Total expenses before expenses for business use of home. Add lines 8 through 27a	28		26 Wages (less employment credits)	26	127,586.
29 Tentative profit or (loss). Subtract line 28 from line 7	29		27a Other expenses (from line 48)	27a	7,167.
30 Expenses for business use of your home. Attach Form 8829 . Do not report such expenses elsewhere	30		b Reserved for future use	27b	
31 Net profit or (loss). Subtract line 30 from line 29.					
• If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see instructions. Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	64,528.			
32 If you have a loss, check the box that describes your investment in this activity (see instructions).					
• If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see the instructions for line 31. Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.					

32a ☐ All investment is at risk.

32b ☐ Some investment is not at risk.

BAA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule C (Form 1040) 2011

SCHEDULE C
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)

► Partnerships, joint ventures, etc., generally must file Form 1065 or 1065-B.
► Attach to Form 1040, 1040NR, or 1041. ► See Instructions for Schedule C (Form 1040).

OMB No. 1545-0074

2010

Attachment
Sequence No. **09**

Name of proprietor

ZELBERT AND PATSY ROBERSON

Social security number (SSN)

445-36-8301

A Principal business or profession, including product or service (see instructions)

FULL SERVICE RESTAURANTS

B Enter code from instructions

► **722110**

C Business name. If no separate business name, leave blank.

ROBERSON'S RESTAURANT

D Employer ID number (EIN), if any

E Business address (including suite or room no.) ► **WELLINGTON, TX. 79095**

City, town or post office, state, and ZIP code

F Accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other (specify) ►

G Did you 'materially participate' in the operation of this business during 2010? If 'No,' see instructions for limit on losses. ☒ Yes ☐ No

H If you started or acquired this business during 2010, check here

Part I Income

1 Gross receipts or sales. **Caution.** See instructions and check the box if:

- This income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked, or
- You are a member of a qualified joint venture reporting only rental real estate income not subject to self-employment tax. Also see instructions for limit on losses

☐ **1** 375,849.

2 Returns and allowances

2

3 Subtract line 2 from line 1

3 375,849.

4 Cost of goods sold (from line 42 on page 2)

4 124,324.

5 Gross profit. Subtract line 4 from line 3

5 251,525.

6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)

6

7 Gross income. Add lines 5 and 6

7 251,525.

Part II Expenses. Enter expenses for business use of your home **only** on line 30.

8 Advertising **8** 3,545.

9 Car and truck expenses (see instructions)

9

10 Commissions and fees

10

11 Contract labor (see instructions)

11 1,555.

12 Depletion

12

13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)

13 8,984.

14 Employee benefit programs (other than on line 19)

14

15 Insurance (other than health)

15 7,604.

16 Interest:

a Mortgage (paid to banks, etc.)

16a

b Other

16b 4,779.

17 Legal & professional services

17 2,225.

18 Office expense

18 1,264.

19 Pension and profit-sharing plans

19

20 Rent or lease (see instructions):

a Vehicles, machinery, and equipment

20a

b Other business property

20b

21 Repairs and maintenance

21 3,009.

22 Supplies (not included in Part III)

22 21,441.

23 Taxes and licenses

23 10,221.

24 Travel, meals, and entertainment:

a Travel

24a

b Deductible meals and entertainment (see instructions)

24b

25 Utilities

25 15,800.

26 Wages (less employment credits)

26 106,284.

27 Other expenses (from line 48 on page 2)

27 2,198.

28 Total expenses before expenses for business use of home. Add lines 8 through 27

28 188,909.

29 Tentative profit or (loss). Subtract line 28 from line 7

29 62,616.

30 Expenses for business use of your home. Attach **Form 8829**

30

31 Net profit or (loss). Subtract line 30 from line 29.

- If a profit, enter on both **Form 1040**, line 12, and **Schedule SE**, line 2 or on **Form 1040NR**, line 13 (if you checked the box on line 1, see instructions). Estates and trusts, enter on **Form 1041**, line 3.

- If a loss, you must go to line 32.

31 62,616.

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

- If you checked 32a, enter the loss on both **Form 1040**, line 12, and **Schedule SE**, line 2, or on **Form 1040NR**, line 13 (if you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on **Form 1041**, line 3.

- If you checked 32b, you must attach **Form 6198**. Your loss may be limited.

32a ☐ All investment is at risk.

32b ☐ Some investment is not at risk.

BAA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule C (Form 1040) 2010

FD/20112L 12/27/10