AGENDA

Community Redevelopment Agency Meeting
Wednesday, November 17, 2010, 7:00 p.m.
Lake Park Town Hall
535 Park Avenue

Desca DuBois	—	**Chair**
Patricia Osterman	—	**Vice-Chair**
Steven Hockman	—	**Board Member**
Jeanine Longtin	—	**Board Member**
Kendall Rumsey	—	**Board Member**
Christiane Francois	—	**Board Member**

Maria V. Davis	—	**Executive Director**
Thomas J. Baird, Esq.	—	**Agency Attorney**
Vivian M. Lemley, CMC	—	**Agency Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. ***Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.***

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

E. Consent Agenda: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Board member or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked

to complete a public comment card located on either side of the Chambers and given to the Agency Clerk. Cards must be submitted before the item is discussed.

Consent Items For Approval:

1. CRA Board Meeting Minutes of October 20, 2010 **Tab 1**

F. DISCUSSION AND POSSIBLE ACTION

2. Business Loan in the Amount of $10,000 to Guiseppe Cianflone and Alex Urretia for the construction of a Café Restaurant at 850 Park Avenue **Tab 2**

G. BOARD MEMBER COMMENTS

H. EXECUTIVE DIRECTOR COMMENTS

I. ADJOURNMENT

Consent Agenda

TAB 1

CRA
Agenda Request Form

Meeting Date: November 17, 2010 Agenda Item No. 1

[ ]	Public Hearing	[ ]	Resolution
[ ]	Ordinance on Second Reading	[ ]	Discussion
[ ]	Ordinance on First Reading	[ ]	Bid RFP/Award
[ ]	General Approval of Item	**[X]**	**Consent**
[ ]	Presentation	[ ]	Other

SUBJECT: CRA Meeting Minutes of October 20, 2010

RECOMMENDED MOTION/ACTION: To Approve the CRA Meeting Minutes of October 20, 2010

Approved by Executive Director _____ **Date:** 11/5/10

Prepared By:	Costs: $	Attachments:
Jessica Shepherd Deputy Town Clerk	Funding Source: Acct. #	

Summary Explanation/Background:

Minutes
Town of Lake Park, Florida
Community Redevelopment Agency Board Meeting
Wednesday, October 20, 2010, 7:00 p.m.
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency Board met on Wednesday, October 20, 2010 at 7:00 p.m. Present were Chair Desca DuBois, Vice-Chair Patricia Osterman, Board Members Steven Hockman, Kendall Rumsey, Jeanine Longtin, Christiane Francois, Leila Kidd-McCann, Executive Director Maria Davis, and Agency Clerk Vivian Lemley.

Chair DuBois led the Pledge of Allegiance.
Agency Clerk Vivian Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA
None.

Motion: A motion was made by Vice-Chair Osterman to approve the agenda; Board Member Rumsey made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Steven Hockman	X		
Board Member Christiane Francois	X		
Board Member Jeanine Longtin	X		
Board Member Kendall Rumsey	X		
Board Member Leila McCann	X		
Vice-Chair Patricia Osterman	X		
Chair Desca DuBois	X		

Motion passed 7-0

<u>Consent Agenda</u>

1. **CRA Meeting Minutes of September 15, 2010**

Public Comment Open.

None
Public Comment Closed.

Motion: A motion was made by Board Member Rumsey to approve the Consent Agenda; Board Member Francois made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Steven Hockman	X		
Board Member Christiane Francois	X		
Board Member Jeanine Longtin	X		
Board Member Kendall Rumsey	X		
Board Member Leila McCann	X		
Vice-Chair Patricia Osterman	X		
Chair Desca DuBois	X		

Motion passed 7-0

PUBLIC COMMENT

Sue Ellen Mosler 201 Foresteria Dr. – explained that she purchased 741 and 748 Park Avenue for ¾ of a million dollars between 1998 and 2001. She stated that she spent 3 ½ million dollars renovating the buildings since then. She gave a brief history and description of the projects she had done on the buildings. She stated that she pays $60,000 a year in taxes on those buildings and her tenants pay $10,000 a year in sales tax. She stated that she attended the Lake Park business meeting on Monday and she was surprised to learn that all the buildings within the CRA on Park Avenue have new parking facilities and her buildings do not. She stated that to her knowledge none of the tenants have done anything to fix their buildings up. She stated that it looked like the Town was rewarding the bad behavior of the tenants who have not done much to improve their facilities. She stated that she felt that her buildings were overlooked and she expressed her concern and disappointment about that.

Public Comment Closed.

DISCUSSION & POSSIBLE ACTION

Economic Development Update

Chair DuBois explained why they would be discussing the item and stated that one of the topics would be to discuss where certain designated funds have gone.

Town Manager Davis explained the reason for the discussion item. She stated that Board Member Rumsey had requested the item and the request was to have information on leases, loans, NEFCO, and events. She stated that staff was prepared to answer any questions and discuss what Board Member Rumsey wanted to discuss.

Chair DuBois stated that she wanted to clarify to residents where funds were being designated for development in the CRA District. She stated that Representative Mac Bernard had arrived to speak. She asked him to come forward.

Representative Mac Bernard greeted the Commissioners, Town Manager Davis and Town Attorney Baird. He gave a brief description of his position and how he was serving as an elected official. He discussed the sober housing issue and how he and Chair DuBois worked together on the issue. He stated that he hoped to push the issue forward in the next year. He discussed the case against the Town by the U.S. regarding the voting rights issue and also the issue regarding the proposed Army Reserve Site. He asked Chair DuBois for a status update.

Chair DuBois stated that an announcement was supposed to be made regarding the Army Reserves decision regarding the Town's Biotech property in August but did not and they then stated that they would make an announcement approximately two to three weeks ago but then went silent again.

Representative Bernard stated that he had also gotten the same feedback when he made calls to the Army Reserve. He thanked and congratulated the Town and Chair DuBois for their work on the Census. He stated that the latest numbers released show that the Town's participation had increased to 64% from 57% in 2000. He stated that he hoped that the increased participation would allow the city to receive funding that they are entitled to. He discussed the job and economic crises.

Vice-Chair Osterman thanked Representative Bernard for his participation and help to the Town. She wished him the best of luck in his campaign.

Representative Bernard thanked the Board and stated that he would call the two new Commissioners to sit with them and talk with them about the Town.

Board Member Rumsey stated that he wanted to get some updates on the CRA since he's received a lot of questions from residents. He asked Executive Director Davis for the status of Dockside Sea Grille.

Executive Director Davis explained that Dockside Grille was no longer coming to Park Avenue. They were approached by their current landlord and told about a vacancy immediately next to them at their current location on Northlake Boulevard. She stated that they received a very good offer to expand their current restaurant. She stated that they were a little concerned with the lack of traffic on Park Avenue but their main motivation was to expand into the space next door to their current location.

Board Member Rumsey asked if the Town had given them a grant or loan.

Executive Director Davis explained that the Board approved a grant for $20,000 and a loan for $40,000 none of which has been dispersed.

Board Member Rumsey stated that money was also granted to Kelsey Market. He asked how much money was approved.

Executive Director Davis stated that a total of $100,000 was approved for Kelsey Market.

Board Member Rumsey asked for the status of Kelsey Market's project.

Executive Director Davis stated that Kelsey Market has not acted in good faith and have not come into sign their paperwork and have missed the deadlines that she had set for completed paperwork and plans. She stated that she was considering asking the Board to rescind its approval.

Board Member Rumsey stated that he would ask the Board to rescind the offer for her.

Chair DuBois asked if the Board could vote on a time limit for businesses to comply with the deadlines for grant approvals.

Board Member Rumsey recommended a 90 day time limit. He stated that he was disappointed that Ms. Mosler has not received assistance when she has complied with the Town's rules and guidelines for her buildings on Park Avenue.

Board Member McCann stated that Ms. Mosler has done a wonderful job on her buildings on Park Avenue. She stated that if those businesses that were approved for grant money have not started on their improvements then they did not plan to follow through. She asked about the status of the grant money that was given to 850 Park Avenue for a grease trap that was approved over a year ago.

Chair DuBois asked Executive Director Davis for the status of the grease trap.

Executive Director Davis stated that the permit for the grease trap was signed that day and she also sent a letter to the owner of the building giving him a specific deadline. She stated that she believed that the owner would begin the project in good faith.

Board Member Rumsey asked if the Board would need to act as a whole to rescind the grant to Kelsey Market and it would have to be done in two votes.

Executive Director Davis stated that it could be done in one vote.

Board Member Rumsey asked if the vote could be taken that night.

Executive Director Davis explained that it could not since it was not an agenda item. The item could be placed on the agenda for the next CRA Board Meeting.

Commissioner Rumsey stated that he did not have an issue with rescinding the Kelsey

Market grant.

Board Member McCann stated that she agreed and would do the same.

Executive Director Davis asked for direction from the Board since two board members stated that they would vote to rescind the Kelsey Market grant and wanted the item on the next agenda.

Vice-Chair Osterman stated that she was willing to hear from Kelsey Market before rescinding the grant but agreed with placing the vote on the next agenda.

Board Member Hockman stated that if Kelsey Market were to quickly respond between now and the next meeting he would not rescind the grant but agreed with placing the vote on the next agenda.

Board Member Longtin stated that she agreed with Vice-Chair Osterman.

Board Member Francois stated that she agreed with Board Member Rumsey and stated that she wanted the vote placed on the next agenda and she would rescind the grant because there was no excuse for not answering two notices from the Town when the Town was trying to give them a loan and a grant.

Chair DuBois stated that she agreed with Vice-Chair Osterman and Board Member Francois.

Vice-Chair Osterman stated that she did not want to see the 850 Park Avenue grease trap get delayed in paperwork and permitting.

Executive Director Davis explained the history and the reasons for the delays and she stated that she had given the owner deadline of October 31, 2010 to provide plans which he already had done and he had to commence construction by November 15th and complete construction by December 15th.

Board Member Longtin asked for clarification as to why the owner received $8000 for a grease trap over a year ago and it is just now at the permit stage.

Executive Director Davis explained that since the grant was approved staff has changed the requirements and deadlines for those types of loans and grants. She stated that it would not happen again.

Board Member Longtin stated that Dockside Grill and Kelsey Market submitted incomplete paperwork. She discussed the issues with the paperwork and stated that staff did not follow through with the paperwork properly. She stated that the Board did not hold staff accountable and hopefully they can learn from the experience. She discussed her concerns with the CRA's look. She stated that the CRA needed to have a unified look.

Chair DuBois stated that the CRA money could only be spent within the CRA.

Board Member McCann discussed the proposed awnings on Park Avenue and stated that they were a good idea for the look of the buildings and the street. She stated that the Board needed to work on the alleyways behind the Mosart Theatre and the Community Garden.

Executive Director Davis stated that she should have answers regarding the parking behind that 700 block by the next CRA Meeting. She stated that she would be bringing a couple of items for deliberation regarding the project. She stated that she would like to propose some recommendations for the extra funds from the project at the next CRA Meeting.

Board Member Hockman asked about the grant that was given to the Mexican Taco because they never moved in.

Executive Director Davis stated that the funds were reallocated.

Board Member Hockman stated that he was under the impression that they were installing awnings along the 700 block.

Executive Director Davis stated that it was proposed to do just the two blocks and the third was not considered because Ms. Mosler had done a great job on the façade of her building and it did not look like it was needed.

Chair DuBois asked if everyone on the board had the presentation that the University of Miami did for the façade improvements on Park Avenue.

The Board members stated that they had a copy of the presentation.

Board Member Hockman stated that of all of the buildings on Park Avenue, Ms. Mosler's is the nicest. He stated that all property owners on Park Avenue should be included in granting money to. He stated that Ms. Mosler should not have to have the burden of everything when the Town is giving assistance to other property owners on Park Avenue. He stated that it was important to talk with all of the building owners and leases of those buildings as well.

Board Member Francois stated that she was under the impression that when they voted on the two blocks for the proposed awnings that it was just the beginning of the process of installing awnings and changing the facades along Park Avenue.

Vice-Chair Osterman agreed that the parking on the 700 block should continue to go forward. She stated that Ms. Mosler was a good citizen and resident of the Town who is always willing to step in and support various organizations and the children of the Town and that should be reciprocal. She stated that she wanted to accommodate Ms. Mosler and allow her to have a lighted sign on her theatre building.

Executive Director Davis stated that the code was changed to allow Ms. Mosler to have the lighted sign but there were not enough funds to have the sign but now they can look into other options in order to have the sign.

Vice-Chair Osterman stated that she agreed with Board Member Longtin's recommendation to expand the CRA area but that the Board was focusing on changing the image in the area at the moment and making a bigger impact in a smaller area.

Chair DuBois asked Ms. Mosler if she would like to come back up and speak about the comments that the Board made regarding her properties.

Ms. Mosler stated that she did not want awnings on her building right now. She stated that if there was all awnings down the street it would like too uniform like a strip mall. She discussed the different signs that were placed on the Mosart theatre and stated that funds ran out for the sign after changing it several times. She stated that if there was grant money left over it would be wonderful to give them for the lighted sign.

Board Member Rumsey stated that he wanted to discuss the events that have taken place on Park Avenue. He applauded staff for their hard work on the events. He stated he thought that the Town was trying to do too much too quick. He stated that it would be better to have three to four great events a year instead of twelve average events. He stated that staff has not had enough time to put into the events. He stated that the ideas were great but more sponsorship was needed and a beer festival with four featured beers was not a beer festival. He stated that a motorcycle event on a Sunday afternoon at the beginning of football season would never work. He recommended pulling back on the events and focusing on coming up with three of four signature events and make them great so that they could draw thousands of people to the Town. He recommended that the Board make a list of the events with a timeframe and budget.

Chair DuBois stated that she was under the impression that the Executive Director Davis had already pulled back on the number events to regroup.

Executive Director Davis stated that staff has pulled back on some of the events.

Board Member Rumsey asked what events were already scheduled.

Executive Director Davis stated that they cancelled the Pet Parade. She stated that there was a Car Show scheduled for that Saturday and a Seafood Festival scheduled. She recommended not cancelling because they have received positive response.

Board Member Rumsey asked how many vendors were booked for the Seafood Festival.

CRA Economic Development Director Jennifer Spicer stated that she had 15 vendors booked for the Seafood Festival and expected to have a total of 30.

Board Member Rumsey asked what the date of the Seafood Festival was.

CRA Economic Development Director Spicer stated that the Seafood Festival was scheduled for November 13, 2010.

Board Member Rumsey stated that the Car Show is brought to the Town by someone

else. He also recommended that the dates of the events be looked at more closely. He asked for the status of the Holiday Craft Event.

CRA Economic Development Director Spicer stated that the event has been advertised in several publications.

Board Member Rumsey asked how many vendors were booked for that event.

CRA Economic Development Director Spicer stated that there were approximately 12 vendors booked for that event.

Board Member Rumsey stated that at least 40 vendors are needed to make a dent on Park Avenue. He stated that the event needed to be reevaluated in a month. He recommended having one event each quarter of the year.

Board Member Longtin stated that she agreed with Board Member Rumsey's comments. She recommended having consistent events such as the Marina's Sunset Party and having it every Friday night or one night per week.

Board Member Hockman stated that he also agreed. He made suggestions for the Car Show Event.

Sue Ellen Mosler discussed a Car Show Event that she observed over the weekend.

Board Member Francois stated that she agreed with doing fewer events and she stated that the Town has not marketed enough and marketing is the key. She stated that Delray Beach advertises their events on a billboard on I-95 in Riviera Beach.

Board Member Rumsey stated that a billboard would be great but they cost approximately $120,000.

Board Member McCann stated that the best advertising was free and that flyers would be the best way to get the word out. She stated that the only thing she has seen about the car show was the banners. She recommended that flyers be given to businesses on Park Avenue and Northlake Boulevard be given flyers regarding the event.

Executive Director Davis stated that staff has gone out to distribute flyers.

Board Member McCann stated that she had not received any flyers at her shop on Park Avenue.

Board Member Hockman stated that he thought that it was discussed at a previous meeting to utilize businesses on Park Avenue to advertise for the Town's events.

Vice-Chair Osterman stated that there was a way to research groups and organizations that would be interested in various events to get the word out to them as another advertisement option. She discussed the different avenues of advertising that staff could utilize for specific events.

Executive Director Davis stated that she was accustomed to having the businesses and merchants assisting in events. She stated that the ideas that the Board had were wonderful but there was one part-time and one full-time person doing all of the work and it could not all be done alone. She stated that businesses and merchants needed to step up.

Board Member Rumsey stated that he completely agreed. He asked if there was an e-mail list of all of the businesses within the CRA District.

Executive Director Davis stated that there was a list of e-mails for all of the businesses on Park Avenue.

Board Member Rumsey asked how often those businesses are e-mailed.

Executive Director Davis stated that the businesses were e-mailed periodically depending on what's going on.

Board Member Rumsey recommended e-mailing the businesses once a week to update them on what's going on and alerting them to flyers that are available for an event and letting them know that those flyers could be picked up at the Economic Development Office.

Board Member Longtin recommended adding businesses on 10th Street to that e-mail list. She requested a listing of events that are happening for the entire year on the flyers.

Executive Director Davis stated that a listing had already gone out to the businesses.

Vice-Chair Osterman discussed other advertising options and the possibility of utilizing volunteers.

Commissioner Hockman stated that Suncoast High School students must have 20 hours per month of Volunteer work or Community Service. He stated that his Boy Scout Troupe has had difficulty looking for Community Service opportunities.

Board Member Francois asked how many people the Town had on E-Blast.

Executive Director Davis stated that there were over 500 currently on the Town's E-Blast.

Board Member Rumsey addressed Art Gallery Manager Crista Eide and told her to keep up the good work and that she was doing a phenomenal job. He asked for the status on the Ahren's building.

Executive Director Davis explained that people have been unable to get financing in the state that the economy is in. She explained how the Town has also been unable to obtain certain financing. She stated that Mr. Ahren's has had several deals fall through but was still currently working with some people.

Board Member Hockman stated that Mr. Ahren's has not completed the building. He asked if Mr. Ahren's was willing to complete the building in order to lease it.

Executive Director Davis explained that Mr. Ahren's did not have any money to complete the building.

Board Member Hockman asked if there was anything in the permit that would fine Mr. Ahren's for not completing the building.

Executive Director Davis stated that there was not any provision in the permit to fine Mr. Ahren's upon incompletion of the building.

Board Member Longtin stated that Mr. Ahren's had stated back in March that his building was 75% leased and that was just not true. She asked if the tag sales on Park Avenue would still take place.

Executive Director Davis stated that it was not something she would recommend at this point.

Board Member Comments

Board Member Francois
None

Board Member Rumsey congratulated "Brown Baggin It" and Board Member McCann for the featured article on her sandwich shop.

Board Member McCann thanked the Town and Commission for their support.

Board Member Longtin stated that she agreed with having awnings on the buildings on Park Avenue to make the businesses stand out. She stated that she recommends Brown Baggin It all of the time.

Vice-Chair Osterman
None

Board Member Hockman
None

Board Member McCann congratulated Executive Director Davis and Art Gallery Manager Crista for the grand opening of the Art Co-op and Art Gallery. She stated that it was phenomenal and she was happy that she attended.

Chair DuBois
None

Executive Director Davis announced ceramic classes at the Art on Park Art Gallery on days, nights and weekends and that anyone can feel free to go check it out and sign up. There will be a Car Show on Saturday, October 23 on Park Avenue from 5 p.m. to 8 p.m. She stated that the Town had posters made of it Inaugural Fine Arts Festival back in March and she received two of those posters signed by Burt Reynolds. She stated that one of the posters will be hanging in Town Hall and the other in the Art Gallery. She thanked Economic Development Director Jennifer Spicer for making that happen. She stated that there were still plots available in the Town's Community Garden. She encouraged everyone to become members and attend workshops and weekly meetings at the library. She recommended contacting Erin Flauherty at 252-7179 regarding the Community Garden. She stated that she had a heartwarming moment when she went to "Brown Baggin It" that day and saw that it was standing room only. She stated that she went into the kitchen to tell Board Member McCann that she was going to do her favor and not have lunch there that day since she did not want to add to the stress. She applauded Board Member McCann and her two partners for hanging in there and becoming so successful.

ADJOURNMENT

There being no further business to come before the Board and after a motion to adjourn by Board Member Hockman and seconded by Board Member Francois, and by unanimous vote, the meeting adjourned at 8:20 p.m.

_____
Chair Desca DuBois

_____
Deputy Agency Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this _____ of _____, 2010

TAB 2

CRA
Agenda Request Form

Meeting Date: **November 17, 2001** Agenda Item No. 2

[ ]	Public Hearing	[ ]	Resolution
[ ]	Ordinance on Second Reading	[ ]	Discussion
[ ]	Ordinance on First Reading	[ ]	Bid RFP/Award
[X]	**General Approval of Item**	[ ]	Consent
[ ]	Presentation	[ ]	Other

SUBJECT: CRA Business Loan in the Amount of $10,000 to Giuseppe Cianflone and Alex Urrutia for the Construction of a Café Restaurant at 850 Park Ave

RECOMMENDED MOTION/ACTION: Approval

Approved by Executive Director [signature] **Date:** 11/10/10

Prepared By:	Costs: $	Attachments:
Patrick Sullivan	Funding Source: Acct. #	Staff Memo Application

Summary Explanation/Background: Giuseppe Cianflone prospective owner of a café style restaurant at 850 Park Ave has filed an application with the CRA requesting a low interest business loan for $10,000. This is a restaurant project for the vacant space with the awning across 9th Street from the Post Office. The renovation will include a complete outfitting of the interior and outdoor seating area. The note will be secured by a lien on the furniture, fixtures and equipment of the restaurant. The loan will have a term of 5 years at 2% interest (payments would be $175.28 per month). Staff has reviewed the request and recommends approval. Please see attached memo and application for more information.

Town of Lake Park
Community Development Department

Patrick Sullivan, AICP, CED, Director 11/12/10

Memo Date: November 12, 2010

To: CRA Board

Giuseppe Cianflone and Alex Urrutia, co-owners of a prospective restaurant, **Café Pino**, at 850 Park Ave, have requested a loan from the CRA in the amount of **$10,000** to purchase furniture, fixtures and equipment for the restaurant.

They have provided the following information (information available in the attached application packet) as part of their application for the funds:

1. A signed lease.
2. A zoning compliance letter from the Town.
3. Professional references. We were able to contact 3 professional references and they were all positive. A summary of the comments is provided with the application.
4. We checked one Personal reference which was also positive.
5. Resumes for both partners in the company.
6. The corporate registration in the name of Amato Inc has been applied for and the filing papers have been included in the application.
7. Copies of expenditures have been submitted for expenditures as of October 26.

They have provided a comprehensive business plan that includes the following information:

1. A separate letter stating the purpose for the loan is not included but the paragraph in the business plan (#5 in the executive summary) satisfies this requirement.
2. A business plan outline.
3. A marketing plan
4. A three year cash flow projection and adequate business financial information through a break even analysis
5. Business objectives
6. Construction costs
7. Working capital

The following information is not required at this time or is not applicable due to the fact that this is a new restaurant:

1. Business tax returns. There is no history.
2. Fictitious name certificate. This will be provided once the corporation has been formed and prior to any loan award.

Patrick Sullivan, AICP, CED, Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

3. Business certificates are unavailable at this point due to the fact that this is a new business and these certificates have not been applied for yet. The County and Town Business Tax Receipt is not due until after the business has opened.
4. An asset list is not required at this point as the purchase of assets will occur once the loan has been approved. Any acquired assets will be pledged as collateral for the loan.

Staff has determined that the application is complete and enough information has been provided to determine the potential viability of the proposed business. If the loan is approved staff will require additional information prior to completing the paperwork and pay out of the loan. Staff recommends the following information and/or paperwork be provided prior to any awards:

1. Appropriate completed certificates for the café restaurant (structure, fictitious name). They will not need a business tax receipt until after the business has opened.
2. Signed promissory note by both owners of the business.

Cash disbursements will be provided as noted below:

Upon receipt of all requested paperwork the Borrower may draw on the loan as long as the amount of the draw is directly related to a purchase as approved by the Community Development Director. Where reasonable and applicable a PO order to be issued by the Town shall be issued in lieu of the actual disbursement of the loan to the Borrower. Following the expenditure of the money, the purchases and expenses shall be supported by written receipts, cancelled checks, and/or other confirmation which shall be submitted to the Community Development Department in a timely manner. The CRA shall withhold a final draw of 5% to be paid only upon issuance of a Certificate of Completion by the Building Official. The Lake Park CRA shall retain the right to place a lien against the Furniture, Fixtures and Equipment.

A performance schedule will be required and shall be adhered to as follows:

1. By December 15, 2010 the promissory note shall be signed.
2. By December 31, 2010 all building permits shall be applied for.
3. Construction shall commence within 2 weeks of permits being issued.
4. Construction shall be completed by March 1, 2010.

Patrick Sullivan, AICP, CED, Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY

REQUIRED DOCUMENTATION CHECKLIST

- [x] LETTER STATING PURPOSE FOR **LOAN**/GRANT
- [x] RESUME'S (3) (Professional references preferred)
- [x] ZONING COMPLIANCE LETTER (from Community Development Department)
- [x] PROFORMA (minimum 3 year carry out)
- [x] BUSINESS PLAN FOR PROPOSED BUSINESS
- [x] MARKETING PLAN FOR PROPOSED BUSINESS
- [N/A] (2) MOST CURRENT FEDERAL TAX RETURNS (existing business only)
- [x] COPY OF CURRENT CERTIFICATE FROM FL. DEPT. OF STATE (IF CORPORATION)
- [ ] CERTIFICATE OF FICTITIOUS NAME FROM FL. DEPT. OF STATE (IF SOLE PROPRIETOR)
- [N/A] COPY OF CURRENT PALM BEACH COUNTY OCCUPATIONAL LICENSE
- [N/A] COPY OF CURRENT TOWN OF LAKE PARK OCCUPATIONAL LICENSE
- [x] COPIES OF EXPENDITURES (IF APPLICABLE)
- [N/A] ASSET LIST
- [x] LEASE OR LETTER OF INTENT TO RENT FROM LANDLORD (if renting)
- [N/A] PROPERTY DEED (if property owner)

Jennifer Spicer – Economic Development Director

11/5/10
DATE

TOWN OF LAKE PARK
Community Redevelopment Agency (CRA)

BUSINESS DEVELOPMENT
LOAN OR GRANT
APPLICATION FORM

Application Date: 11/5/10

Amount requested: Loan: $ 100,000,00 Grant: $ —

Total Project Cost: $ 25,000

ALEX URRUTIA (PARTENERS)

Applicants Name: GIUSEPPE CIANFLONE Title: PRESIDENTS
ApplicantsAddress 593 PLYMOUTH Rd W.P.B. FL 33405
Telephone: 504 259 7551 Fax: _____
Email: GIUSEPPE CIA@ COMCAST NET

Location of the business: 850 PARK AV
Property Control Number: 36-43-42-20-01-006-0210

Name of the Business: CAFE PINO
Business Federal ID# or SS# : [redacted]
Type of Ownership (circle): Corporation Sole Proprietorship LLC Other_____

Mailing Address of Business: 850 PARK AV
Business Contact Person: GIUSEPPE CIANFLONE
Telephone 504 259 7551 Fax: _____

Proposed Business Development Activity

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

(Attach additional sheets if needed to fully describe)

Town of Lake Park, Florida, Community Redevelopment Agency

NOTE: A copy of your Proposed or Executed Lease is REQUIRED.

Applicant Name (Printed)

* Giuseppe Cianfione

* Applicant's Signature

GIUSEPPE CIANFIONE

Name of Site Owner of Record

Date: 10 · 22 · 10

Town of Lake Park CRA Signature

Date:

APLICANT NAME

* ALEX URRUTIA

* Alex Urrutia

The Town of Lake Park
Community Development Department

November 2, 2010

Giuseppe Cianflone
593 Plymouth Road
West Palm Beach, FL 33405

Dear Mr. Cianflone:

Regarding your request to operate a restaurant business at 850 Park Avenue, please be advised that the operation of a restaurant is consistent with the zoning requirements for the Park Avenue Downtown District (PADD).

Your request is in compliance with the Lake Park Town Code of Ordinances.

Sincerely,

Patrick Sullivan, AICP, CED
Director, Community Development Department

535 Park Avenue, Lake Park, Florida 33403 - 561-881-3318 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: psullivan@lakeparkflorida.gov

BATHO TRUST BUSINESS LEASE

IN THE CRA BUSINESS DISTRICT

THIS AGREEMENT, entered into this 9th day of NOVEMBER ,2010 , between BATHO TRUST P. AVE., LLC, (John Batho, Manager), hereinafter called the Lessor, party of the first part, and AMATO INC registered in Florida (100 shares with Giuseppe Cianflone 51% and Alex Urrutia 49%,) doing business as " CASPER'S ON PARK " (name may be changed) of 850 Park Avenue, Lake Park, of the County of Palm Beach and State of Florida, hereinafter called the Lessee or tenant, parties of the second part;

WITNESSETH, That the said lessor does this day lease unto said lessee, and said lessee does hereby hire and take as tenant under said lessor the property located at:

850 Park Avenue, Lake Park, Florida, 33403

which premises contain approximately 850 square, feet, more or less, situate in Palm Beach County, Florida, to be used and occupied by the lessee as a CAFE and for no other purpose (it is understood between the parties that no ANSUL SYSTEM is allowed to be installed under the lessor's current building insurance) , for the term of (5) Five years beginning the 1st day of DECEMBER 1, 2010 and ending the 30th day of NOVEMBER , 2015 (see * page 2) at and for the first year the agreed total sum of TEN THOUSAND TWO HUNDRED DOLLARS, exclusive of sales tax, payable as follows: $850.00 per month plus Florida sales tax which is currently $55.25, (and for any increases in that tax) for a total payment of NINE HUNDRED AND FIVE DOLLARS AND 25 CENTS. ($905.25) on the 1st day of DECEMBER, 2010, and on the 1st day of each and every month thereafter through and including the 1st day of NOVEMBER , 2011, the last payment of that rental amount.

Rent shall automatically increase at a rate of $50.00 per month on DECEMBER 1st each year of the term of the lease, ie. The monthly rent for the second year is $ 900.00, third $ 950.00 and so on. The Lessee shall also pay any increase in sales tax plus trash fee.

Lessee shall also be responsible, pursuant to the Eighth article herein, for the collection of trash, etc. That monthly fee is currently $25.00; however, it is subject to any raises in the charges assessed by the governmental authorities or trash collection service, and will be raised to reflect any such changes

The water meter which serves the 850 Park Avenue premises also serves 848 Park Ave. The 848 Lessee pays one half(1/2) of the minimum water charge, currently $22.00 to the Lessee of the 850 property on

GC AU JB

the first of each and every month. Nonetheless, the Lessee of 850 is responsible for the payment of the entire amount.

This brings the current total monthly payment to $930.25

All payments to be made to the lessor on the 1st day of each and every month in advance without demand with the check made out to BATHO TRUST P. AVE , LLC, mailed to 732 Lake Osborne Terrace, Lake Worth, 33461, or at such place and to such other person, as the Manager may from time to time designate in writing.

Requirements to take " possession" (lease) of property

Upon signing of the Lease, Lessee shall pay to Lessor the sum of $ 2923.50. This sum (first month and last month's rent and trash fees and one months' rent as security deposit. $ 850 + TAX + TRASH

$1050+ TAX +TRASH

$ 850.00 SECURITY

These amounts can be paid any time during the first year as the business warrants.

HOWEVER,

LESSOR AGREES TO ALLOW LESSEE TO TAKE POSSESSION OF THE PROPERTY UPON THE LESSEE'S FURNISHING TO THE LESSOR A COPY OF THE INSURANCE DOCUMENT NAMING THE LESSOR AS ADDITIONAL INSURED, AS REQUIRED IN PARAGRAPH TWENTY TWO.

ALLOWANCES

- **IN ORDER TO GIVE THE LESSEE AN OPPORTUNITY TO TAILOR THE SPACE TO HIS NEEDS, LESSOR AGREES**, to waive payment of rent for , December 2010, January 2011 and February 2011. and March 2011. Beginning April 2011, through September 2011, the Lessor agrees to accept ½ the $850.00 rate or rent of $425.00 + tax + trash fee ($ 25). Beginning on October 1, 2011, the agreed upon rent of $850.00 + tax + trash per month shall be paid by Lessee to Lessor , and continue pursuant to the terms of this leases.
- **However, if there is an unavoidable delay either on the part of the lessee or the lessor , free months will be added to maintain allowing the**

GC AU JB

lessee three free months after opening and the payment schedule adjusted accordingly

The Lessor is supplying the grease trap, the surcharge for 20 seats required by the water company, the needed plumbing and fixtures for the 2nd restroom, the kitchen drains, the electrical circuits and partition modification. Paul Davis, the Contractor, shall be paid by Lessor for the above work. The Contractor will draw and submit plans to the health dept for approval and modify if necessary until approved, and supply plans for permitting of the interior changes.

Prior to submittal to the Town of Lake Park and the Health Department these plans shall be submitted to Lessee for review to determine if the proposed improvement are in comportment with his needs. Lessee agrees and is responsible for repayment of $5,000.00 of the build out expenses over the course of the term of the lease.

Beginning January 1, 2012, Lessee shall begin monthly payments on the first of every month, without demand to Lessor of $100.00 per month, above the rental fee towards the repayment of this $5,000.00 cost advance for improvements. Failure to pay this monthly amount is considered by both parties to be a breach of this lease and can be enforced in the same manner as a non payment of rent. However the success of the business is to be taken into consideration with regard to the payment schedule

Lessee will add everything else required or desired to open e.g. equipment, supplies , counters, paint, flooring in dining room (tile or wood supplied), flooring in kitchen area etc. Lessor will replace the existing water heater when necessary but subsequent water heaters replaced by Lessee. Electric service, Water and trash will be paid by Lessor until March 1, 2011. OR until business opens. at which time the lesse assumes responsibility

The following express stipulations and conditions are made a part of this lease and are hereby assented to by the Lessee;

FIRST: The Lessee shall not assign this lease, nor sub-let the premises, or any part-thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and any additions thereto, without the written consent of the Lessor which consent shall not be unreasonably withheld. All additions, fixtures or improvements which may be made by Lessee, except movable furniture, artwork and accessories, appliances and kitchen equipment and shall become the property of the Lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease. Any assignment or sublease of the premises approved by Lessor shall not release the Lessee from his obligations under this Lease.

GC AU JB

Any appliances installed by the Lessee shall remain the property of the lessee , however should the Lessor be forced to evict the Lessee for non payment of rent, and the appliances are left in the premises for more than 30 days after the last payment of rent , those appliances shall be considered abandoned by the Lesse and become the property of the Lessor.

SECOND: All personal property placed or moved in the premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever, or from acts of God, including hurricane damage or other catastrophic weather conditions.

THIRD: That the tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal/ State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in. upon/ or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, at its own cost and expense.

If the Lessee elects to increase the seating capacity of the premises over 20, whether inside or outside seating, then the lessee shall be responsible for additional surcharge by Seacoast Utility Authority the water company.

FOURTH: In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing,

FIFTH: The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said lease, **or** any of said rules and regulations now in existence, shall at the option of the Lessor, work a forfeiture of this contract, and all of the rights of the Lessee hereunder.

should Lesse not correct any violations or deficiencies within ten (10) business days of written notice of same from Lessor.

SIXTH: If the Lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears for a period of five (5) days after receipt of written notice of default from Lessor, the Lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the Lessee, without being liable in any way therefore, and relet the premises with or without any furniture that may be therein, as the agent of the Lessee, at such price and upon such terms and for such duration of time as the Lessor may determine, and receive the rent therefore, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor in such resetting, the said Lessee shall pay any deficiency, and if more than the full rental is realized Lessor will pay over to said Lessee the excess of demand.

SEVENTH: In the event of any court action to enforce the provisions of this lease, the prevailing party shall be entitled to reasonable attorney fees from the non-prevailing party.

GC AU JB

EIGHTH: The Lessee agrees that he will pay all charges for garbage removal,grease trap service, water, governmental assessments for solid waste and/or other governmental services, rent, gas, and electricity used on said premises, and should said charges herein provided for at any time remain due and unpaid for the space of fifteen days after the same shall have become due. Lessor may at its option consider the said Lessee a tenant at sufferance and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise. If a separate dumpster is required the trash fee is $ 65.00 instead of $ 25.00.

NINTH: The said Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods and chattels owned by said Lessee, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said Lessor, and does hereby agree to pay a reasonable attorney's fee, together with all costs and charges therefore incurred or paid by the Lessor.

TENTH: The Lessor, or any of his agents, shall have the right to enter said premises during all reasonable hours, with reasonable notice to Lessee. ("Reasonable" to be determined by the circumstances, ie. in the event of an emergency, notice would be impracticable.) to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alteration, or additions, which do not conform to this agreement, or to the rules and regulations of the building.

ELEVENTH: Lessee hereby accepts the premises in the condition they are in at the beginning of this lease with renovations agreed to by Lessor and Lessee, and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said Lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee.

TWELFTH: It is expressly agreed and understood by and between the parties to this agreement, that the landlord shall not be liable for any damage or injury by water which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building over which the Lessor has no control.

THIRTEENTH: If the Lessee shall become insolvent or if bankruptcy proceedings shall he begun by or against the Lessee, before the end of said term the Lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract.

FOURTEENTH: CONTACT WITH LESSOR: Lessor can be contacted as such: John Batho, 561-582-1252: 561-215-5539. JAKRABAT@AOL.COM Lessee: cell 504-259-7551, e-mail giuseppecia@comcast.net

GC AU JB

FIFTEENTH: This contract shall bind the Lessor and his assigns or successors, and the heirs, assigns, personal representatives, or successors as the case may be, of the Lessee.

SIXTEENTH: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

SEVENTEENTH: It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this contract.

EIGHTEENTH: The rights of the Lessor under the foregoing shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

NINETEENTH: It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessor for services or for work done on the premises by order of the Lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

TWENTIETH: It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. The Lessee may install a sign advertising the business at his own expense; however, size, content and location of such sign are subject to Lessor's approval, which approval shall not be unreasonably withheld and which sign shall conform to any local governmental regulations and permit requirements. Lessor agrees to install gooseneck lights for the west façade and the awning sign.

TWENTY-FIRST: It is hereby understood and agreed that Lessee shall be responsible for all maintenance and repairs to the leased premises, including but not limited to maintenance of exterior entrances, all partitions, doors, fixtures, lighting, plumbing, appliances, air conditioning (**including regularly changing filters and paying for service calls and repairs. The regular changing of the air conditioner filters is especially important because the air compressor will freeze and may be damaged by a clogged or dirty filter**) and shall maintain same in good order, condition and repair, except for roof and structural repairs, which are the responsibility of the Lessor. However, if Lessor is required to make repairs to structural portions by reason of Lessee's negligent acts, Lessor may add costs of such repairs to the rent which shall therefore be due. Lessor agrees to replace air conditioner compressor if necessary and if damage to the compressor is not caused by the intentional or negligent act of Lessee. Lessee is responsible for shuttering the premises in case of hurricane and shall be responsible for replacement of the glass and any related damage to the premises in the event that shutters have not been put in place in a reasonable manner in order to protect the glass against wind and debris. Lessor shall be responsible for repair or replacement of exterior windows and doors if damaged by vandalism or for any other reason not caused by Lessee or their agents, either through negligence or intentional act.

Lessor shal be responsible for the removal and replacement of the awning because of a hurricane .

Leesor will have the AC system checked on signing of lease to insure good working order.

GC AU JB

TWENTY-SECOND: Lessee shall provide general liability insurance in an amount not less than $500,000.00 on the interior of the premises, and the Lessor shall be named in the policy as an additional insured. Said policies shall provide a ten (10) day notice of cancellation to Lessor.

TWENTY-THIRD: It is hereby understood and agreed that if the Lessee makes any structural changes to the premises, he will do so only with the written permission of the Lessor. Upon the expiration of this Lease, Lessee will leave all such improvement, including but not limited to air conditioning equipment, in the premises unless otherwise directed by Lessor.

TWENTY-FOURTH: In the event Lessor gives Lessee a three-day Notice as a result of Lessees' failure to pay rent on the due date as herein set forth, then in that event the Lessee agrees to pay, in addition to other monies required under this lease to be paid by Lessee to Lessor, the additional sum of ONE HUNDRED DOLLARS ($100.00) for each such occurrence. In no event shall the three day notice be given until rent is more than 10 ten days late.

TWENTY-FIFTH: The demised premises, including the structure and equipment, are all leased in "AS IS" condition, and no representations or warranties, expressed or implied, are made by Lessor with respect to the condition of the demised premises. Lessor agrees that at the time of the signing of this Lease, the premises are up to code and will pass building and fire inspections.

TWENTY-SIXTH: This Lease is not to be recorded in the Public Records of Palm Beach County, Florida, and if so recorded. Lessor shall have the option to terminate same. Lessor shall inform all prospective purchasers of the existence of this Lease and said purchasers shall acquire the property subject to this Lease.

TWENTY-SEVENTH: Lessee shall be responsible for maintaining the cleanliness of the outside premises surrounding the demised space resulting from the use of said area by customers of Lessee, to be done on a daily basis. Parking shall be shared by all tenants on an as-needed basis; no parking spaces shall be assigned. Lessee is not responsible for maintenance of shrubs and plantings.

TWENTY-EIGHTH: In the event all or any portion of the demised premises shall become the subject matter of any eminent domain action instituted by an governmental agency, then and in that event, this Lease shall forthwith terminate at a date five (5) days prior to the effective date of the Order of Taking, or the transfer of title to the condemning authority, whichever first occurs. Upon the termination of this Lease, under the said conditions, all provisions are applicable to the parties hereto, and Lessee shall be returned any unearned portion of the rent. Lessor shall provide Lessee copies of all notices regarding commencement of any such proceedings within 5 days of Lessor's receipt thereof.

TWENTY NINTH: Lessee agrees to pay the government sales tax imposed on all rent payments concurrent with the payment of each installment.

THIRTIETH: Lessee agrees to pay all charges for electricity, sewer, garbage removal, and gas used on the premises, not to hold Lessor responsible for any delay in the installation of electricity or gas or meters therefore, or interruption if he use and services of such commodities.

THIRTY-FIRST Lessees shall provide Lessor with copies of all requisite City, County and State occupational licenses required for its business and all renewals thereof within thirty (30) days after the commencement of the term of this Lease and throughout the term of this Lease.

GC AU JB

THIRTY-SECOND: This lease is for a FIVE year term only. If Lessee is not in default during the term of the Lease, then this Lease may be renewed for another Five years if the parties are able to reach an agreement on the rental amount.

THIRTY-THIRD: A late fee of 5% of said monthly payment shall be due and payable for any monthly payment made more than 5 days after the due date for same. Said payments shall be considered as additional rent for all purposes in this Business Lease.

THIRTY FOURTH: Lessee shall be responsible for the costs and liabilities for any renovations made to the premises, or any changes or additions made to the HVAC, electrical, plumbing, gas or structural changes made to the interior .not part of the initial agreement as stated herein.

THIRTY-FIFTH: Lessee hereby acknowledges that this Lease agreement and Lessee's rights pursuant to this Lease are now, and shall continue to be, subordinate to any financing that the Lessor may have on the real property which may be placed on the property during the term of this Lease or any extensions. Lessee agrees to execute any documents, as requested by the Lessor or financial institution, confirming the subordination of the Lease, and further agrees to provide lease estoppel information to Lessor or lender when requested. In the event the Lessee fails to execute documents when requested. Lessee hereby grants Lessor a power of attorney to execute those documents on the behalf of said Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument or the purpose herein expressed, the day and year above written,

Signed, sealed and delivered in the presence of:

Dated: 11/9/10

WITNESS

WITNESS

LESSOR:

JOHN BATHO, AS MANAGER
BATHO TRUST P. AVE ,LLC

GC AU JB

Dated: 11/9/10

WITNESS

WITNESS

LESSEE:

GIUSEPPE CIANFLONE
PRESIDENT AMATO INC

Dated: 11/9/10

WITNESS

WITNESS

LESSEE:

ALEX URRUTIA
VICE-PRESIDENT, AMATO INC

This instrument was prepared by:
Betty C. Resch, Esq.
521 Lake Avenue
Lake Worth, FL 33460

GC AU JB

Giuseppe Cianflone

Professional References:

#1

Sprinkle's Café

Contact Person: Donna Marks (Owner)

Phone Contact: 561-436-9360

Yrs. of relationship: 3+

Work experience: Mr. Cianflone managed her business for over 2 years. As a business person he has many years of experience and very knowledgeable in the restaurant industry. Mr. Cianflone was very creative and his customer service was outstanding. Many people would return due to his friendliness and dedication.

#2

Metropolis Café

Contact Person: Arnaldo Partesotti - Landlord

Phone Contact: 504-836-7444

Yrs. of relationship: Since 1985

Work experience: Knows G. Cianflone since 1985, G. Cianflone was the owner of Metropolis Café, the restaurant was a successful business, was open 5 days a week for Lunch and Breakfast, his work ethics were outstanding. The restaurant operated for over 10 years, Mr. Partesotti never had any problems with Mr. Cianflone as far as the rent and responsibilities. He described Cianflone as a great business owner.

#3

Ristorante Carmelo

Contact Person: Carmelo Chirico- Owner

Phone Contact: 985-624--4844

Yrs. of relationship: Since 2005

Work experience: Mr. Chirico highly recommended Mr. Cianflone as a business owner, his work experience with Giusseppe Cianflone was pleasant and professional. He included that he would happily work with Mr. Cianflone again.
NOTES: NEED TO CALL IN THE AFTERNOON 11/08/10

Personal References:

Eline Dwyer
Phone Contact: 904-824-0738
Yrs. of relationship: 30 yrs
NOTES: Ms. Dwyer knows Giusseppe Cianflone for over 30 yrs, she described Giusseppe Cianflone as a very professional and successful business owner. She included that Mr. Cianflone as an excellent Chef.

Gregorio Petrirena
Phone Contact: 561-337-3964
Yrs of relationship:____
NOTES: PHONE NO LONGER IN SERVICE

10/13/10
4:15

GIUSEPPE CIANFLONE

533 PLYMOUTH RD W.P.B. FL 33405

CEL 504 259 7551 E-MAIL giuseppecia@comcast.net

Objective

To find a position with a growing company, where I can put to good use my many year of experience in the industry.

Experience

Waiter/ Bartender

Careers USA West Palm Beach, FL 02 /2009 to PRESENT

- Took order, served food and beverage to patron at tables in dining room and Banquet facilities.
- Served and created mix alcoholic beverage and wine from a full service bar.

Chef /chicken manager

Caffe Duomo 04/2009 to 08/2010

- Consultant for kitchen operation
- Menu and recipes creation
- Training owner an staff for the day to day operating

Waiter/fine dining

Marc's Chophouse, Jupiter, FL 04 /2008 to 04/ 2009

- Suggested and served, Gourmet chef creations and suggested wine.
- Cooked or carved side table dishes including flambé desserts.

Manager/ Supervisor

Sprinkle's Downtown café, West Palm Beach, FL 01/ 2007 to 04/ 2008

- Managed dining room and kitchen, responsible for staffing, purchasing, menu Changes , scheduling , and other managerial duties as needed.

Dining Room Captain/bartender

Governor's Club, West Palm Beach, FL 09/ 2005 to 01/2007

- Established standard for performance and customer service.
- Energized and motivated wait staff for reaching goals and better point of sale.

Dining Room Captain

Andrea's, Matairie, LA 01/2004 to 08 2005

- Led group of Wait Staff, which consisted of: Cocktail Waiters. Front Waiters, food Runners and Busboys

Manager/supervisor/waiter

Ristorante Carmelo New Orleans, LA 01/2000 to 01/2005

- Managed (Dante Pizzeria & Grill) an outlet of Ristorante Carmelo .
- Supervised and trained employees and assigned daily routines and schedules.
- Modified and monitored products and food costs
- Helped and encouraged personnel staff when needed.

Owner/ Manager/ chef/general and operations managers

Metropolis Café 04/1987 to 01/2000

- Owned and Managed Café in New Orleans Business District.
- Served Breakfast & lunch to High Profile Clientele: Executive, Attorney, Banker, & Office Personnel

Manager/waiter/Bartender and other Experiences 1971 to 1987
Multiple Establishment, Paris, France, Miami, FL, West Palm Beach, FL New Orleans, LA.

- Started to work as a busboy In Paris France
- Became Waiter by following the most experienced workers and worked my way up to the ladder to Management and Ownership.

Education

LICEO ARTISTICO, ROMA, ITALY (HIGH SCHOOL) COMPLETID

ECOLE HOTELIERE, PARIS, FRANCE (VOCATINAL) ATTENDED

Skills

FLUENT IN ITALIAN, FRENCH AND ENGLISH AND ADEQUATE IN SPANISH

Alejandro A. Urrutia

5326 Rivermill Lane , Lake Worth Florida 561-271-8832

Experience

Co-Owner

2008/present Café Duomo - PGA , Florida
Coffehouse - we sell drip brewed coffee, espresso-based hot drinks, other hot and cold drinks, coffee beans, salads, hot and cold sandwiches and panini, pastries, snacks.

Owner

2008/present Alex Home Improvement- Lake Worth , Florida
Improvement, redesign and modernization of home interiors and exteriors.

Co-owner

1999/2008 Alberto & Alex Home Improvement - Lake Worth, Florida
Improvement, redesign and modernization of home interiors and exteriors.

Receiving Supervisor

1991/1999 Target Stores -Boca Raton, Florida
Supervised and coordinated activities of workers engaged in verifying and keeping records on incoming and outgoing shipments, and preparing items for shipment.

Education

Universidad National de Mar del Plata - Business - Argentina

Languages

English/Spanish

References

References are available on request.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Filing Information

Please review the filing for accuracy. If you need to make corrections, do so at this time. The filing information will be added/edited exactly as you have entered it. Once you have submitted the information, your filing cannot be updated, removed, cancelled or refunded.

Effective date for this filing 11/04/2010

Certificate of Status Requested No
Certified Copy Requested Yes

Corporate Name AMATO INC
Corporate Stock Shares 100

Principal Place of Business

Address 850 PARK AVENUE
Suite, Apt. #, etc.
City, State LAKE PARK , FL
Zip Code & Country 33403,

Mailing Address

CORPORATE MAILING ADDRESS SAME AS PRINCIPAL ADDRESS.

Name and Address of Registered Agent

Name (Last, First, Middle, Title) CIANFLONE, GIUSEPPE, ,
Address 533 PLYMOUTH ROAD
Suite, Apt. #, etc. #3
City, State WEST PALM BEACH, FL
Zip Code & Country 33405, US

Registered Agent Signature CIANFLONE GIUSEPPE

Incorporator Name And Address

Name AMATO INC
Address 850 PARK AVENUE
Suite, Apt. #, etc.
City, State & Zip Code LAKE PARK FLORIDA 33403

Incorporator Signature GIUSEPPE CIANFLONE

Corporate Purpose

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Sunbiz

Home | Contact Us | E-Filing Services | Document Searches | Forms | Help

Receipt Page

Your data entry is complete and will be submitted to a document examiner for review. Please allow 1-2 business days for your document to be examined by this office. Do not apply for a federal employer identification number (also known as a FEI or EIN number) until the name of your business entity and the contents of your document have been reviewed and officially filed by this office.

Tracking Number: 500187444955

The charge for your filing is: $ 78.75

If you want to make a final review of the information you entered, use the "back browser button" and return to the first page of your data entry. After verifying and correcting any of the information, be sure to use the "Continue" button to return to this page. No changes or corrections can be made after the document is submitted.

If you have any questions, please contact our Help Desk at (850) 245-6939. To proceed on to the payment page, press the "Continue" button below. Your filing will be placed in a queue and processed on a first in, first out basis.

Continue

| Home | Contact us | Document Searches | E-Filing Services | Forms | Help |

Copyright © and Privacy Policies
State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Sunbiz

Home | Contact Us | E-Filing Services | Document Searches | Forms | Help

Corporate Filing Payment

Thank you for filing your Corporate document online.
Your confirmation number is 500187444955.
Your charge amount is $78.75.

| Home | Contact us | Document Searches | E-Filing Services | Forms | Help |

Copyright © and Privacy Policies
State of Florida, Department of State

For Giuseppi Cianflone Café

850 PARK AVE EQUIPMENT	PRICE AS IS INVOICE
TRUE Refrigerated sandwich maker	$ 300.00
2x2 stainless steel table	$ 25.00
3x3 stainless steel table	$ 25.00
Refrigerator stand up	$ 75.00
Wooden chairs 16	$ 80.00
Wrought iron tables 16 NEW	$ 480.00
Ice tea / Coffee maker	$ 90.00
Food warmer	$ 50.00
	$ 1,125

Pd 11/2/10

Paul Wallas ?

Dante's Café Pizzeria & Grill
and
Carmelo Ristorante
209 Decatur Street
New Orleans, LA 70115
(504) 524-1414
628-2541

March 10, 2003

To whom it may concern:

Mr. Giuseppe Cianflone worked for me from January 2000 till February 2003 in several restaurant position. During his last year of employment he was the manager for the Dante's Café in the French Quarter. He was terminated due to the poor economy and lack of work. He was diligent, dependable and professional and I would not hesitate to rehire him.

Sincerely,

Carmelo Chirico

March 6, 2006 -

Dear Mr. Contessa,

My husband and I (from the Centre Club of Tampa) had dinner at your fabulous restaurant on February 21st - We had eaten there on a previous trip - It was the highlight of a week in Palm Beach - Giuseppe was our server and he could not have been nicer - The food was superb - our window table breathtaking -

Thank you!

Laurel Bentley
(Mrs Lee Bentley)

PGA National

NATIONAL INVESTMENT COMPANY

POST OFFICE BOX 3267
WEST PALM BEACH, FLORIDA 33402

TELEPHONE
305/686-2000

February 13, 1984

Mr. Wayne Meilano
Food and Beverage Dept.
P.G.A. Sheraton Hotel
400 Avenue of the Champions
North Palm Beach, FL 33410

Dear Wayne:

On February 7, 1984, I was in the Hotel for a business meeting with guests and wanted to show them the beautiful interior of the Explorer's Club. Your employee, Giuseppe Cianflone, graciously invited my guests in to see the Club without interfering with the customers being served there.

He was very kind to the ladies and gave them each a rose which I felt was beyond the call of duty. His kindness and consideration was outstanding and he should be commended for it.

Sincerely,

Steve A. Tendrich
President

SAT:ks

cc: Giuseppe Cianflone

Super Job! Giuseppe, It's this kind of attitude and service that will make us #1. Keep up the good work. I appreciate your efforts.

Flagons
a wine bar
& bistro

September 29, 1986

To Whom It May Concern:

Guiseppe Cianflone gets my highest recommendations for your employment considerations. During his service at Flagons he performed his duties and carried himself in the most professional manner. He is punctual, consientious, and dependable. I would not hesitate to rehire him.

Sincerely,

Timothy J. Garrard
Proprietor

TJG:kpr

SPRINKLE'S CAFÉ' DOWNTOWN
400 Clematis Street
West Palm Beach, FL 33401
561-832-7522

February 21, 2007

To Whom It May Concern:

Giuseppe Cianflone has been an employee of Sprinkle's Café' for approximately one year. During that time he acted as manager of the store. He has many years of experience in the restaurant and food preparation business. He is capable of managing and ordering inventory, managing staff and is able to prepare excellent dishes of many different cuisines. He also has extensive experience in the catering aspect of the business. He is trustworthy and loyal.

Sincerely,

Donna Marks

6

APPLESEED CAFÉ

TENTATIVE MENU

BREAKFAST

Morning pastry, croissant, fresh bagels, muffins, biscuit, fruit salad, Danish, cookies etc.

BREAKFAST SANDWICHES

Croissant sandwich with choice of eggs and other items (cheese, ham, bacon sausage) biscuit and gravy, light omelette & fresh fruit.
Various quiches, smoked salmon and cream cheese.

Coffee

Premium (Illy) or (Sigafredo) Arabica Coffee, will be served as: Espresso, Cappuccino, Latte, Mocha, Cococcino and a variety of Frappe coffees.

BEVERAGES

Fresh squeezed fruit – organic vegetables juices are available as smoothies, milk shakes and vitamin energy drinks.

LUNCHES

Variety of gourmet sandwiches and salads will be created such as:

SANDWICHES

- Chicken Creole-Grilled chicken breast with lettuce & tomato with a special creole mustard sauce.
- Chicken Margarita- Chicken Mozzarella cheese, tomato, fresh basil.
- The Greek- Chicken tomato peperoncini, cheese, lettuce and feta
- The French Dip- Roast Beef, swiss cheese on a French baguette served (au jus)
- The Classic Club- two meats, two cheeses, lettuce, tomato and Mayo.
- The Italian Melt- Ham, Turkey, Tomato, Provolone, Swiss.
- The Mufeletta- Mortodella, salame, olives, salad, pimento and provolone cheese
- Caprese – Fresh Ripe Tomato, fresh mozzarella cheese and balsamic vinaigrette

West European style sandwiches and Panini will be created for our menu

FRESH SALADS

Insalata di Pomodoro - Fresh ripe tomato, arugula,lettuce, red onion, black olive, virgin olive oil balsamic vinegar.

MEDITERRANEA

Portobello mushrooms, artichoke, sundried tomato, heart of palm, feta cheese, olive oil and arugula.

CEASAR SALAD
Romaine lettuce, homemade croutons, parmigiano cheese, homade classic ceasar dressing.

THE WEDGE
A Wedge of iceberg lettuce, bacon bits, blue cheese and blue cheese dressing.

THE NICOISE
Boston bib lettuce, boiled eggs, boiled potatoes, green beans, black olives, white tuna, capers, French vinaigrette.

- More salads will be created by the Chef.

IN THE EVENING

The café will be reinvented with a selection of Tapas, antipasti, hoer d'euvres with a selection of beer & wine by the glass, European pastry and gelati with music.

TAPAS & CICCHETTI

- **Verdura & Vegetables**
  - Broccoli rap
  - Asparagus & Red Pepper Almond
  - Egg Plant Capponata
  - Ratatuille
- **Pasta & Starches**
  - Portobello Ravioli
  - Lobster Ravioli
  - Rigatoni Quattro Formaggi
  - Puttanesca
  - Scalops Poteto
  - Brave Poteto with tasso Ham
  - Spanish Poteto Torte
  - Canellini Bean fiorentine

CHEF'S COMPOSITION

ESCARGOT PROVENCALE
STUFFED GRAPE LEAF
STUFFED CHERRY TOMATO
STUFFED DUCK LEGS
LOBSTER CRESPELLE
MANICOTI
BLACK RICE WITH CHORIZO RED PEPPER
COQUILLE ST. JACK
GOAT CHEESE AND SHRIMP PROSCIUTTO ROLETINI
SEAFOOD SALAD AND ASPARAGUS
MUSSELLS PROVENCALE

HOURS OF OPERATION

MONDAY – SATURDAY
8:00 AM TO 9:00 PM
SUNDAY BRUNCH
7:00- 3PM

APPLESEED CAFÉ

(Lake Park, Florida)

BUSINESS PLAN

October 2010

APPLESEED CAFÉ

BUSINESS PLAN

Index

		Page
-	**Executive Summary**	3
-	**Business Mission and Strategy**	4
	Mission Statement	4
	Strategic Elements	4
	Strategic Business Objectives	4
-	**Market and Competition**	5
	Industry Analysis	5
	Competitive Analysis	5
	Buyers Patterns	5
-	**Store Location and Facilities**	5
-	**Management**	6
-	**Financial**	7
	Construction Costs	7
	Working Capital	7
	Sources of Funds	8
	Break-even Analysis	8
	Cash Flow Projection	9
	Exhibit "A" Sample Menu	12

EXECUTIVE SUMMARY

Giuseppe Cianflone is a past owner/operator/manager of restaurants and cafés with over 35 years of experience in the business. Together with his minority partner Alex Urrutia he intends to open an Appleseed Café at 850 Park Avenue, Lake Park, Florida, in Palm Beach county. Lake Park, is 5 miles North of West Palm Beach and 71 miles North of Miami. The town, which is included in the West Palm Beach - Boca Raton metropolitan area, had 8,721 residents as of the 2000 census.

The Café will be a health-oriented, all day food outlet, because of the following favorable considerations:

1) GENERAL MARKET TRENDS

The consumption of healthy, organic food, vitamins and natural supplements as well as sport drinks has been growing gradually for the past years. It now appears ready to enter a new, accelerated period of growth, spurred by consumers who are becoming more health conscious and more informed on the nutritional value of food. This heath conscious demand is not immune to fashion trends, which are reflected in the growing consumption of gourmet coffees and teas, and quality beers and wine which we also intend to sell.

2) MARKET AREA

The West Palm Beach – Boca Raton Metropolitan Area is one of the most populous areas of Florida, with an estimated population of almost 1.3 million. West Palm's economy is currently ranked #4 in the Milken Institute Best Performing 296 U.S. Cities index. Appleseed Café will be able to draw from the local residents, the many visitors looking for available recreational opportunities and from the health and nature oriented visitors to the area.

3) BUSINESS DESCRIPTION

Appleseed Café will sell American and Continental breakfasts, Gourmet sandwiches, salads and soups, prime coffees and teas and nutritional drinks. The food will be prepared on the premises for immediate consumption or for take-out. We will also sell health related products and pre-packaged items, including backed goods. In addition we will offer "tapas" style appetizers, "gelato" (ice creams) and intend to apply for a beer and wine license. We will offer catering and home delivery.

The proposed menu is attached at Exhibit "A". We will use fresh produce of the best quality. Sauces and dressings will be made in house to keep the personal flavors unique to Appleseed Café. Part of the product line will be purchased from outside vendors, and will consist of approximately 10 different sport oriented dinks, protein bars, fat burners, etc. Artisan bread will be purchased from the best local or national source.

4) MANAGEMENT AND PERSONNEL

Appleseed Café will by owned by a corporation with Mr. Cianflone and Mr. Urrutia as shareholders. Mr. Cianflone will operate as chief executive officer, manager, and chef. Mr. Cianflone has many years of experience in retail restaurant/café/bar operation. Mr. Urrutia will also work in the business full-time, and additional part-time personnel will be hired as needed.

5) FINANCIAL NEEDS

Appleseed Café is seeking $10,000.00 in medium-term financing to cover start up costs, including the purchase of needed equipment, and to provide working capital until the business can support itself financially. The owners will invest up to $10,000.00 of needed equity, will cover eventual cash flow shortages during the first year of operation, and are prepared to pledge the equipment as collateral security.

BUSINESS MISSION AND STRATEGY

MISSION STATEMENT

Appleseed Café will be open for breakfast, lunch and dinner. Additionally, the tapas, ice cream and wine and beer will attract customers at all hours of the day. We will sell soups, salads and sandwiches, tapas appetizers, ice cream, daily specials, power smoothies, vitamin water, sport drinks and other related items to health conscious consumers in Lake Park, Florida. A sample menu is attached as Exhibit "A". Retail customers will consist of residents of well-educated, affluent surrounding neighborhoods, workers from nearby businesses, the post office, banks, offices and retail outlets, and tourists visiting the area and beaches.

STRATEGIC ELEMENTS

The store will be the first of its kind in downtown Lake Park. The location on Park Avenue is close to the beaches and in the center of the city business, retail community and residential area.

Only products of the highest quality will be offered, meeting the continuing growing demand for healthier food and better nutrition in the population.

STRATEGIC BUSINESS OBJECTIVES

To repay the landlord construction loan in full during the 5 years of the lease.

To repay the initial city loan by the fifth year of operation, faster if budget projections are met.

To produce a net cash flow over $80,000 by the third year of operation.

To expand to one, possibly two, additional retail locations, by the end of the third year of operation.

To explore additional expansion through company-owned or franchised outlets after the first five years of operation.

MARKET, COMPETITION, ADVERTISING

INDUSTRY ANALYSIS

The demand for whole grain and non-processed food has been growing steadily for the past several years. The consumer is more knowledgeable and has become more demanding for quality, low fat food, and is conscious of the nutritional value of the food that he consumes. This has resulted in a great rate of success for products and companies addressing the well-being of the consumer.

COMPETITIVE ANALYSIS

Many restaurants of different types and price range are located in the larger metropolitan area but none is in close proximity to our location. This is a plus, not an obstacle, to our proposed operation. No other business dedicated to our concept of healthy and natural nutrition is located in Lake Park or West Palm Beach. The closest competition ("Paris in Town") is 10 miles away in Palm Beach Garden. This will provide considerable flexibility in prices and will allow for the creation of consumer awareness and brand loyalty, creating significant barriers to the entry of potential competition.

BUYERS PATTERNS/MARKETING AND ADVERTISING

Appleseed Café will draw customers from existing residents, nearby retail and office workers, the nearby Post Office visitors and personnel, and from tourists visiting the natural resources and beaches. Its advantage compared with other food outlets will come from educating consumers to the appeal, benefits and taste of its dishes, and from providing a quality service and products not available in other cafés. All entrees and products will be priced reasonably and price resistance will be non existent, given current market conditions and lack of competition. The Café will be advertised initially in the surrounding area with the use of fliers and special discount coupons for first time customers, relying on word-of-mouth to create a steady, repeat clientele.

STORE LOCATION AND FACILITIES

Appleseed Café will be located at 850 Park Avenue, an attractive site near desirable residential areas, local businesses, entertainment and sunny beaches.

An existing 800 square-foot facility with a 400 square-foot patio and 15 parking spots will be leased. The existing space is already finished for restaurant use and will require minimal improvements to accommodate the Café. These improvements are already under construction by the existing owner. There will be a food preparation area, two restrooms, a service counter with stools and ten (10) four person tables.

It is estimated that the minimal furnishing work will be completed in approximately 4 weeks.

The owners anticipate executing a 5 years lease commencing on 01/01/11, at a $850.00 per month rent, with 3 months free and 3 months at ½ rent to help with start up.

MANAGEMENT

The Café will be owned by a corporation and operated by Giuseppe Cianflone.

GIUSEPPE CIANFLONE

533 Plymouth Road West Palm Beach, Fl. 33405

Tel.: (504) 259-7551

Email: giuseppecia@comcast.net

Giuseppe Cianflone was born in Rome (Italy) in 1951. After completing his High School studies, he relocated to Paris (France) where in 1970 he attended the Ecole Hotelier vocational school. From 1971 to 1980 he worked at J.B. International from a waiter position all the way up to Restaurant and Hotel Manager.

In 1981 Giuseppe married and followed his American wife to North Palm Beach, Florida, where he worked as Dining Room Captain at the Explorers Club.

In 1985, following a divorce, Giuseppe relocated to New Orleans, where he occupied two different management positions at local restaurants until 1989, when he became part-owner, managing partner, operations manager and chef of Metropolis Café, a successful luncheon establishment in the Central Business District.

When this venture ended in 2000, after eleven years, Giuseppe went to work as manager for two well known New Orleans restaurants, Dante's and Andrea's, until 2005 when he again relocated to West Palm Beach, Florida.

Here he worked until 2007 as Maitre D' at the Governor's Club, as Restaurant Manager at Sprinkles Downtown Café, as Chef/Kitchen manager at Caffè Duomo and, more recently, as Waiter/Bartender at Careers USA.

Giuseppe has an extensive experience in all aspects of the restaurant business, from kitchen and food preparation to purchasing, personnel management and accounting. For eleven years he owned and managed his own restaurant in downtown New Orleans.

He is fluent in Italian, French and English and adequate in Spanish

FINANCIAL

Based on the projected construction costs for the space and the working capital needed (see following) we anticipate an initial investment of $25,000.00 to be financed primarily though a combination of a City loan, a Landlord's loan and the owner's investment.

CONSTRUCTION COSTS

The cost to improve the premises is estimated as follows:

Item	Cost $
Two Bathrooms	by landlord
Grease trap	by landlord
Suspended ceiling	by landlord
Electrical	by landlord
Plumbing	by landlord
Signage	1,000.00
Millwork – countertop	500.00
New sinks (two)	500.00
Equipment (Espresso machine, pastry case, freezer, convection oven, Ice cream case, bar refrigerator, juicer, blender, etc.)	10,000.00
Supplies and Miscellaneous	1,000.00
Construction Permit	by landlord
Total Construction Costs by Owners incl. equipment	13,000.00

WORKING CAPITAL

The initial costs are estimated as follows:

Item	Cost $
Legal	$500
Permits and licenses	250
Printing	300
Insurance	1,300
Rent (1st and last month)	1,620

Rent Deposit	850
Salaries	3,000
Start-up Inventory	3,000
Other business activities	500
Contingency	1,000
Total Working Capital	12,320

SOURCES OF FUNDS

Equity (Owner's Investment)	$10,000
Landlord's Improvements Loan	5,000
City Loan	10,000
Total Funds	$25,000

BREAK-EVEN ANALYSIS (MONTHLY)

Rent	$900
Salaries	3,000
Payroll Taxes, W.C.	450
Utilities	550
insurance	150
Permit, Licenses	50
Miscellaneous (Garbage removal,etc.)	500
Total	$5,600
Food Cost & Supplies (30% of sales)	5,000
Loan by Landlord ($5,000)	100
Loan by City ($10,000)	200
Grand Total	$10,900

Based on the above, the restaurant will need to generate $430.00 per day on a six (6) day work week basis to break even.

Assuming a 30% profit margin, the restaurant will need to generate monthly sales of $14,400, or $560.00 per day on a six (6) day work week basis.

We believe that the above results are easily achievable in the existing market.

APPLESEED CAFÉ

Net Cash Flow - Year 1 Projection

Month		Beginning Balance	1	2	3	4	5	6	7	8	9	10	11	12	Total
Operations	Income		4000	8000	12000	16000	17000	18000	18000	18000	18000	18000	18000	18000	183000
	Expenses		9700	9700	9700	10000	10300	10600	11500	11800	11800	11800	11800	11800	130500
	NCF		-5700	-1700	2300	6000	6700	7400	6500	6200	6200	6200	6200	6200	52500
Construction Costs		-13000													-13000
Start-up Costs		-9300													-9300
Equity		10000													10000
City		10000													10000
Loan Repay	P & I		-200	-200	-200	-200	-200	-200	-200	-200	-200	-200	-200	-200	-2400
Landlord		5000													5000
Loan Repay	P & I		-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-1200
NCF after Financing		2700	-6000	-2000	2000	5700	6400	7100	6200	5900	5900	5900	5900	5900	51600
NCF Cumul.		2700	-3300	-5300	-3300	2400	8800	15900	22100	28000	33900	39800	45700	51600	

APPLESEED CAFÉ

Net Cash Flow - Year 2 Projection

Month		Beginning Balance	1	2	3	4	5	6	7	8	9	10	11	12	Total
Operations	Income		19000	19000	19000	19000	19000	19000	19000	19000	19000	19000	19000	19000	228000
	Expenses		12400	12400	12400	12400	12400	12400	12400	12400	12400	12400	12400	12400	148800
	NCF		6600	6600	6600	6600	6600	6600	6600	6600	6600	6600	6600	6600	79200
City Loan Repay	P & I	7600	-200	-200	-200	-200	-200	-200	-200	-200	-200	-200	-200	-200	5200
Landlord Loan Repay	P & I	3800	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	2600
															0
NCF after Financing			6300	6300	6300	6300	6300	6300	6300	6300	6300	6300	6300	6300	75600
NCF Cumul.			6300	12600	18900	25200	31500	37800	44100	50400	56700	63000	69300	75600	

Assume 5% increase in sales
Assume 5% increase in operating costs

APPLESEED CAFÉ

Net Cash Flow - Year 3 Projection

Month		Beginning Balance	1	2	3	4	5	6	7	8	9	10	11	12	Total
Operations	Income		20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	240000
	Expenses		13000	13000	13000	13000	13000	13000	13000	13000	13000	13000	13000	13000	156000
	NCF		7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	84000
City Loan Repay	P & I	5200	-200	-200	-200	-200	-200	-200	-200	-200	-200	-200	-200	-200	2800
Landlord Loan Repay	P & I	2600	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	1400
															0
NCF after Financing			6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	6900	85400
NCF Cumul.			6900	13800	20700	27600	34500	41400	48300	55200	62100	69000	75900	82800	

Assume 5% increase in sales
Assume 3% increase in operating costs