



## ***Actual Business Plans***

What you will find are the actual Business Plans used by CEOs and entrepreneurs. There are two full-length business plans for:

### PARTS -

- I. *Marrone Enterprises* – a restaurant/pub in Worcester, MA. – *Page 1*
- II. *Venture Magazine* – a small business magazine, which competed with *Inc.* magazine for a dozen years before it went out of business. – *Page 31*
- III. Next, you will find a partial business plans of a small business portal, *Mucho.com* – *Page 49*

In the document “Sample Business Plans”, will find table of contents and business plans for:

1. *Briox Technology* – medical device/oxygen generator – *Page 6*
2. *American Laser Inc.* – an employee-owned manufacturer – *Page 9*
3. *Perspective* – a senior citizen magazine – *Page 11*
4. *In-Line Technology* – a semi-conductor manufacturer – *Page 14*
5. *BLT* – car wash/gas station – *Page 17*
6. *Nebur Engineering* – a new computer company – *Page 19*
7. *Malibu Technology* – a hardware manufacturer – *Page 23*
8. *Apricor* - commercial service provider – *Page 25*
9. *Face Pilot* – skin care products – *Page 28*

The above business plans are not offered as an example of good or bad business plans. Rather they are offered to give you a wide variety of types of actual plans to help you to synthesis ideas in developing your own business plan. The objective is to show diverse plans, each with a different emphasis, to allow you to develop your own unique approach to preparing and writing a business plan.

# ***FINANCIAL PROPOSAL FOR MARRONE ENTERPRISES, INC.***

## ***Statement of Purpose***

The goal of Marrone Enterprise, Inc. is to take advantage of the current trend of people eating out of the home by establishing a series of moderately priced Pub/Restaurants.

In starting the first unit, Marrone Enterprises, Inc. is seeking a loan of \$100,000 to be used toward the purchase of equipment and inventory, maintain sufficient cash reserves and provide adequate working capital to successfully develop a significant consumer following. This sum, together with the \$40,000 equity investment of the principals, will be sufficient to finance transition through the growing phase so that the business can operate as an on-going, profitable enterprise.

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## ***General Description***

Marrone Enterprises, Inc. will be a Pub/Restaurant offering a unique warm atmosphere, a sandwich and seafood menu, large drinks (an effect created by special glassware), and quality service. Mr. Marrone's past experience has shown that sales will run approximately 55 percent to 45 percent liquor to food, making profits strong due to the large mark-up employed in liquor sales.

Due to its location in a busy commercial/industrial area, just outside downtown Worcester, Marrone Enterprises, Inc. will derive most of its luncheon and cocktail hour (4 P.m.-6 P.M.) business from this business community. During the week nights (Monday through Thursday) from 7 P.M. until midnight, inexpensive food "specials" will be offered to create business volume.

Marrone Enterprises, Inc. will be moderate in size seating approximately one-hundred fifty (150) people. Entertainment would consist of a high-quality system of background music. It would also feature a long bar seating twenty (20) people, as well as a long stand up rail area surrounding the bar. Food and drink would be served at both.

The design would utilize the natural beauty of the building's bricks and beams with barnboard pine being used for partitions and walls. Hanging plants, mirrors and natural wood furniture would highlight the decor.

Marrone Enterprises Inc. will begin business in October, 1979. Operational hours will be Monday through Saturday from 11:30 A.M. until midnight daily. Because of the unique, warm atmosphere, light, moderately priced menu, large drinks, polite efficient service, proven management, and accessible location, the business will draw not only from its immediate environment, but from further locales as well.

## ***The Market***

The market that Marrone Enterprises, Inc. will attract is the immediate business community and shoppers during the lunch and supper hours and the moviegoers, shoppers, and people out for a light meal or drink in the evenings.

The number of people who work within walking distance of the restaurant is in excess of two thousand (2,000). This figure does not include the hundreds of salesmen, customers, and clients that visit these businesses daily. For the people not located in the immediate vicinity, there is ample parking (93 spaces) directly across from the restaurant as well as on-street parking. The only present alternative eating spot to those within walking distance is a local diner seating less than seventy-five (75) people. According to the latest M.D.P.W. Traffic Survey, approximately 29,500 cars pass by the location daily.

The evening market will come from the downtown shoppers and moviegoers and the people from the immediate towns.

Marrone Enterprises, Inc. plans to attract this market by combining quality food, beverage and service, with moderate prices, easy accessibility and relaxed atmosphere. Volume is the key to the success of the operation. Marrone Enterprises, Inc. will offer a competitively priced bigger drink and during week nights will offer a very attractively priced food special. These specials will not be as profitable as other menu items but will stimulate business in normally slower periods creating the volume necessary to justify price.

## ***The Location***

The proposed location for the first unit of Marrone Enterprises, Inc. is located at 106 Grove Street in Worcester, Massachusetts. The building is an old brick, four-story structure recently designated a historical monument by the Massachusetts Historical Society. Parker Apartment Complex, Inc. has recently purchased the building and is presently renovating for the purpose of retail or office space.

The precise location of 106 Grove Street is on the second floor (street level) and is approximately 4,639 square feet. Marrone Enterprises is renting the property as is (lease copy in appendix) and will be responsible for renovation. A construction chart is available in appendix. Grove Street is a heavily traveled (29,500 cars daily) access route into downtown Worcester. The area consists almost exclusively of commercial and industrial concerns. There are over two thousand (2,000) employees within walking distance, as well as hundreds of visiting salesmen, customers, and clients.

The most positive aspects of the Grove Street location are its accessibility and parking. Grove Street is easily accessible to all parts of the city as well as the suburbs. The map enclosed in the appendix illustrates the accessibility and gives the 1977 traffic counts. Parking is a valuable commodity, is also readily available to the location (see parking map in appendix). During the day (until 5 P.M.), parking is provided (in the lease) directly across the street for 93 cars. Onstreet parking is also available. After 5 P.M., there are three (3) large parking lots (500 spots) also available.

## ***The Competition***

Marrone Enterprises, Inc. is unique in that it is not a full menu restaurant and not a lounge but a business that falls between the two. Due to this fact, there is little direct competition in the area.

1. *"Maxwell Silverman's Toolhouse"*-located at Lincoln Square offers a sandwich menu at lunch and full dinners and dancing in the evening. Direct competition would be during lunch. Maxwell's is a fine operation doing very well. Its strength lies in its beautiful decor, good management, and lack of quality competition. The bar area is lacking in warmth and does not encourage people to come in and relax with drinks, an area in which Marrone Enterprises, Inc. will be strong. Because Maxwell's is considered one of the few, if not only, nice spots in the downtown area, people would enjoy a moderately priced alternative, especially the businessmen's drinking crowd.

2. *"Shannon's II"*—located on Highland Street has recently been converted from Curley's. It offers a luncheon and dinner menu. Food is mediocre but is priced moderately. Management is not strong due mostly to lack of individual ownership. However, it does enjoy a very limited bar business.

3. *"Nick's Grille"*-located at Drury Square features a sandwich menu at lunch and dinners in the evening. Once a highly successful operation, it has tailed off noticeably in the last five years. Lack of interest by owner and increased competition may be the reasons.

4. *"Pickwicks"*-located just off Main Street in Worcester is very similar to Marrone Enterprises, Inc. It is very successful to date but relies heavily on the theater crowd next door and caters to the young adults. The food is good, although the menu is a bit vegetarian and is weak in the production of beverages. Parking is available by garage only.

## ***The Management***

Marrone Enterprises, Inc. recognizes the importance of a sound managerial team and therefore has organized the following structure. Operational Management: Joe Marrone and Ed Marrone Organization and Advisory Management: Thomas Sullivan, Esq. and Timothy J. Harrington, C.P.A. Overall Consulting and Advisory Management: Board of Directors.

Joe Marrone (personal resume in rear of this section) brings to Marrone Enterprises a lifetime of restaurant experience. Joe's father owned and operated the Wachusett Country Club located in West Boylston, Massachusetts. As Joe grew up, he performed every imaginable job necessary to the running of the club. After graduating from college, Joe became a full time assistant manager to his father, assisting him in the banquet, bar, and restaurant ends of the business. After the death of his father and subsequent sale of the business, Joe became associated with the Piccadilly Pub in Westboro, Massachusetts. Joe began as a bartender and within nine months was promoted to manager. It was at the Piccadilly where Joe became interested in the concept being undertaken by Marrone Enterprises. The Piccadilly operation consisted of a restored brick and beam structure featuring a good drink, weeknight food specials, and a sandwich menu. Joe's job as manager included; hiring and firing of all personnel, ordering of all food and liquor, inventory control and analysis and power of attorney. The Piccadilly operation seated one hundred ten (110) people and when Joe left to manage Holden Hills, average weekly sales were in excess of \$10,000.

At Holden Hills Country Club, Joe's responsibilities as general manager included direct control of golf operation, including pro-shop and greens departments; banquet operation, both food and liquor; restaurant operation, both food and liquor ordering; inventory and control and analysis; hiring and firing of all personnel; and all advertising and promotion. At the time Joe took over the job as manager, the downstairs restaurant at the Club had been closed down. Joe converted it from a dining operation to a pub/styled operation similar to Piccadilly's and by August, weekly sales reached a high of \$7,400. This fact convinced Joe of the marketability of the pub concept.

Ed Marrone, like Joe, grew up and participated in the operation of the Wachusett Country Club. Ed eventually struck out on his own and became a food salesman, selling directly to restaurants. Because of the scope of Joe's duties at Holden Hills, he recruited Ed to assume the job of manager of the pub operation at the club. Ed's duties as manager included inventory control and analysis, hiring and firing of personnel, and ordering of all food and beverage. Ed is currently manager of Shannon's I, a restaurant in Auburn, Massachusetts and is in charge of the entire operation.

Ed's duties at Marrone Enterprises will be those of head bartender and assistant manager. His job will include assisting in inventory control and analysis, hiring and firing of personnel, and ordering food and liquor. Ed will be directly responsible to Joe with all other employees responsible to Joe and Ed.

Salaries will consist of \$400.00 per week for Joe and \$225.00 for Ed, whose salary will be supplemented by bar-tending tips, which are expected to be between \$120-\$200 weekly.

Assisting Joe and Ed in operational and organizational aspects at the business will be Timothy J. Harrington, C.P.A. and Thomas Sullivan, Esq. Mr. Harrington has been a practicing Certified Public Accountant for seven (7) years and has a number of area restaurants as accounts. Mr. Sullivan has been practicing law for six (6) years) and also runs an independent insurance company making him a valuable advisor.

To assist Marrone Enterprises, Inc. in overall direction and expansion, a Board of Directors has been formed and a list of members and their background can be found in the appendix.

## ***Personnel***

The personnel in a service-oriented business can be critical factors in the eventual success or failure of the business. Being acutely aware of this fact, Mr. Marrone has had many years of experience in the hiring of the type of personnel needed for Marrone Enterprises, Inc. As a matter of fact, many of his former employees at the Piccadilly and Holden Hills are anxious to assist him in this new venture giving him a nucleus of well-trained, experienced help.

The majority of employees needed by Marrone Enterprises, Inc. will be part-time. Today's economy forces most people to work a second, part-time job and, therefore, there is an abundance of potential employees. Because of the part-time help and salaries, benefits and overtime can be kept to a bare minimum. Attached is an employee work schedule for the different phases of business.

## ***Summary***

Marrone Enterprises, Inc. is being formed for the purpose of establishing a series of restaurant/pubs featuring a unique warm atmosphere, a limited sandwich/seafood menu, large drinks, and quality service. The over-sized drinks, moderately priced food menu, and the weeknight food "specials" will result in a large volume of business. Experience has shown that sales will run approximately 55 percent liquor to 45 percent food, making the sales profitable due to the large mark-up employed in liquor sales.

The restaurant will be open from 11:30 A.M. until 1:00 A.M. Monday through Saturday. Food will be served from 11:30 A.M. until midnight.

Careful analysis of the potential market shows an unfilled demand for a restaurant/pub operation. There is a particularly sharp demand for a luncheon and after work cocktail hour. There are over two thousand (2,000) business people within walking distance and the only alternative to the proposed new restaurant/pub is a local diner. There is also a definite void in the area for a restaurant that shoppers and theatre goers can visit, before or after their excursions, for a light sandwich and drinks. This is a void that Marrone Enterprises, Inc. seeks to fill. Prices, \$1.25-\$4.95, will be moderate. Marrone Enterprises will attract business initially through an advertising and promotional campaign, reputation and the owner's following, and eventually word of mouth.

The only direct competition will come from the following restaurants during lunches. The Chadwick Diner, located inside the surrounding industrial complex, caters more to the blue collar worker rather than the white collar that Marrone Enterprises will cater to. Maxwell's located in Lincoln Square, caters to business people but is too expensive for most to visit with any frequency. Nick's Grille located at Chadwick Square, a popular luncheon spot mainly because it is the only one in the area, is presently in the process of being sold. In the evenings, the only direct competition would be Pickwick's Pub located on Main Street in downtown Worcester. Pickwick's for-mat is quite similar and is presently undergoing expansion because demand is so great. Marrone Enterprises will secure its share of the market by offering an attractive, comfortable atmosphere, moderate more affordable prices, and greater dollar value.

The location of Marrone Enterprises' first unit is one of its strongest assets. It is situated in an area with a heavy concentration of industry and commerce. One half mile to the left is downtown Worcester and soon to be new Civic Center. One half mile to the right is the Gold Star Boulevard Industrial Complex, as well as numerous commercial businesses and shopping areas. The D.P.W.'s most recent surveys indicate that approximately 29,500 cars pass directly in front of the location daily. The building, a designated historical monument, will not only help create the atmosphere for the restaurant with its natural brick and beams, but is

also being renovated for the purpose of being an office-retail complex. Parking is extremely ample with 93 spots plus onstreet parking available before 5 *P.M.* and over 500 spots available after 5 *P.m.*

Management will also be a strong suit of Marrone Enterprises. Joe Marrone will be the manager and brings with him a lifetime of restaurant experience. Joe's family owned the Wachusett Country Club in West Boylston and Joe learned all facets of the business while growing up and eventually assisting in the running of the business. From there Joe helped start and managed for five (5) years the Piccadilly Pub in Westboro, an enormously successful restaurant/pub very similar to the intended operations of Marrone Enterprises. Joe then left the Piccadilly for the challenge of becoming general manager of the Holden Hills Country Club in Holden, Massachusetts. Joe was very successful in turning around what had been a negative business. One of the major factors in the turnaround of that business was the Pub Room Restaurant he created in the downstairs dining area of the club.

Assisting Joe in the running of Marrone Enterprises will be his brother Ed Marrone. Ed, like Joe, grew up working at the Wachusett Country Club and after a stint as a food salesman managed the pub operations for Joe at Holden Hills.

The management team of Marrone Enterprises will also consist of Timothy J. Harrington, C.P.A., an experienced restaurant accountant, and Thomas Sullivan, Esq. and insurance broker who will assist in legal and insurance matters. In order to give objective analysis and to assist with business and expansion planning, Marrone Enterprises has formed a Board of Directors, made up of local businessmen with varied but related business backgrounds.

The majority of the personnel at Marrone Enterprises will be primarily part-time. The personnel needs will be dictated by business volume. Joe Marrone will be bringing in many of his former employees from the Piccadilly and Holden Hills, giving him a strong nucleus of well trained, dedicated employees.

**EMPLOYEE NEEDS FOR BUSINESS START UP  
SIX DAY WEEK**

<u>DAY SHIFT</u>			
<i>Position</i>	<i>Hours</i>	<i>Cost</i>	<i>Total</i>
Cook	10 a.m.- 4 p.m.	\$3.50 \$3.50	\$126.00
Dishwasher	10 a.m.- 2 p.m.	2.90	69.00
Waitress	11 a.m.- 5 p.m.	1.74	62.64
Waitress	11 a.m.- 3 p.m.	1.74	41.76
Bartender	11 a.m.- 4 p.m.	3.00	90.00
Manager	9 a.m.-11 p.m.	Salary	400.00

<u>NIGHT SHIFT</u>			
Cook	5 p.m.-12 p.m.	\$3.50	\$147.00
Dishwasher	7 p.m.-11 p.m.	2.90	69.60
Waitress	5 p.m.-11 p.m.	1.74	62.62
Waitress	7 p.m.- 1 a.m.	1.74	62.64
Bartender	4 p.m.- 1 a.m.	Salary	225.00
			<u>\$1356.28</u>

**EMPLOYEE NEEDS FOR INTERMEDIATE BUSINESS  
SIX DAY WEEK**

<u>DAY SHIFT</u>			
<i>Position</i>	<i>Hours</i>	<i>Cost</i>	<i>Total</i>
Cook	9 a.m.-5 p.m.	\$3.50	\$168.00
Dishwasher	9 a.m.-3 p.m.	2.90	104.40
Waitress	11 a.m.-5 p.m.	1.74	62.64
Waitress	11 a.m.-3 p.m.	1.74	41.76
Waitress	11 a.m.-3 p.m.	1.74	41.76
Bartender	11 a.m.-4 p.m.	3.00	90.00
Manager	9 a.m.-	Salary	400.00

<u>NIGHT SHIFT</u>			
Cook	5 p.m.-12 p.m.	3.50	147.00
Dishwasher	7 p.m.- 1 a.m.	2.90	104.40
Waitress	5 p.m.-11 p.m.	1.74	62.64
Waitress	7 p.m.- 1 a.m.	1.74	62.64
Waitress	7 p.m.- 1 a.m.	1.74	62.64
Bartender	4 p.m.- 1 a.m.	Salary	225.00
			<u>\$1572.88</u>

**EMPLOYEES FOR PEAK BUSINESS  
SIX DAY WEEK**

<u>DAY SHIFT</u>			
<i>Position</i>	<i>Hours</i>	<i>Cost</i>	<i>Total</i>
Cook	9 a.m.-5 p.m.	\$3.50	\$168.00
Asst. cook	11 a.m.-2 p.m.	3.00	54.00
Dishwasher	9 a.m.-5 p.m.	2.90	99.20
Waitress	11 a.m.-5 p.m.	1.74	62.64
Waitress	11 a.m.-5 p.m.	1.74	62.64
Waitress	11 a.m.-3 p.m.	1.74	41.76
Bartender	11 a.m.-6 p.m.	3.00	126.00
Manager	9 a.m.-	Salary	400.00

<u>NIGHT SHIFT</u>			
Cook	5 p.m.-12 p.m.	3.50	147.00
Asst. cook	7 p.m.-11 p.m.	3.00	48.00
Dishwasher	5 p.m.- 1 a.m.	2.90	99.20
Waitress	5 p.m.- 1 a.m.	1.74	83.52
Waitress	5 p.m.- 1 a.m.	1.74	83.52
Waitress	5 p.m.-12 p.m.	1.74	73.08
Bartender	6 p.m.- 1 a.m.	Salary	225.00
Manager	8 p.m.- 2 a.m.	Salary	250.00
			<u>\$2023.56</u>

MARRONE ENTERPRISES RESTAURANT PROJECTED CASH FLOW

	FIRST YEAR					MARCH
	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	
<b>Receipts:</b>						
From Operations	\$ 12,000	\$ 14,000	\$ 16,000	\$ 18,000	\$ 20,000	\$ 22,000
Loan Proceeds	100,000	—	—	—	—	—
Contributed Capital	40,000	—	—	—	—	—
<b>Total Cash Available</b>	<b>\$152,000</b>	<b>\$ 14,000</b>	<b>\$ 16,000</b>	<b>\$ 18,000</b>	<b>\$ 20,000</b>	<b>\$ 22,000</b>
<b>Disbursements:</b>						
Purchases, Operating Expenses (Less Depreciation)	11,472	17,044	15,848	19,601	21,233	22,865
Equipment Purchases and Leasehold Improvements	110,000	—	—	—	—	—
Inventory Start-Ups	5,000	—	—	—	—	—
Opening Promotion	2,000	—	—	—	—	—
Prepaid Expenses	2,500	—	—	—	—	—
Deposits on Rent and Utilities	2,000	—	—	—	—	—
Debt Repayment	765	775	785	795	805	815
<b>Total Disbursements</b>	<b>\$133,737</b>	<b>\$ 17,819</b>	<b>\$ 16,633</b>	<b>\$ 20,396</b>	<b>\$ 22,038</b>	<b>\$ 23,680</b>
<b>Cash Flow</b>	<b>\$ 18,263</b>	<b>\$ (3,819)</b>	<b>\$ ( 633)</b>	<b>\$ (2,396)</b>	<b>\$ (2,038)</b>	<b>\$ 1,690</b>
<b>Cumulative Cash</b>	<b>\$ 18,263</b>	<b>\$ 14,444</b>	<b>\$ 13,811</b>	<b>\$ 11,415</b>	<b>\$ 9,377</b>	<b>\$ 7,697</b>

MARRONE ENTERPRISES RESTAURANT PROJECTED CASH FLOW (Continued)

	FIRST YEAR							TOTALS
	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER		
<b>Receipts:</b>								
From Operations	\$ 24,000	\$ 26,000	\$ 28,000	\$ 30,000	\$ 32,000	\$ 34,000	\$276,000	
Loan Proceeds	—	—	—	—	—	—	100,000	
Contributed Capital	—	—	—	—	—	—	40,000	
<b>Total Cash Available</b>	<b>\$ 24,000</b>	<b>\$ 26,000</b>	<b>\$ 28,000</b>	<b>\$ 30,000</b>	<b>\$ 32,000</b>	<b>\$ 34,000</b>	<b>\$416,000</b>	
<b>Disbursements:</b>								
Purchases, Operating Expenses (Less Depreciation)	23,997	25,629	27,261	28,209	30,105	30,105	273,369	
Equipment Purchases and Leasehold Improvements	—	—	—	—	—	—	110,000	
Inventory Start-ups	—	—	—	—	—	—	5,000	
Opening Promotion	—	—	—	—	—	—	2,000	
Prepaid Expenses	—	—	—	—	—	—	2,500	
Deposits on Rent and Utilities	—	—	—	—	—	—	2,000	
Debt Repayment	825	835	845	855	865	875	9,840	
<b>Total Disbursements</b>	<b>\$ 24,822</b>	<b>\$ 26,464</b>	<b>\$ 28,106</b>	<b>\$ 29,064</b>	<b>\$ 30,970</b>	<b>\$ 30,980</b>	<b>\$404,709</b>	
<b>Cash Flow</b>	<b>\$ ( 822)</b>	<b>\$ ( 464)</b>	<b>\$ ( 106)</b>	<b>\$ 936</b>	<b>\$ 1,030</b>	<b>\$ 3,020</b>	<b>\$ 11,291</b>	
<b>Cumulative Cash</b>	<b>\$ 18,263</b>	<b>\$ 6,411</b>	<b>\$ 6,305</b>	<b>\$ 7,241</b>	<b>\$ 8,271</b>	<b>\$ 11,291</b>		

MARRONE ENTERPRISES PROJECTED CASH FLOW

	SECOND YEAR			YEAR TO DATE
	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	
<b>Receipts</b>				
From Operations	\$105,000	\$115,000	\$120,000	\$465,000
Loan Proceeds	—	—	—	—
Contributed Capital	—	—	—	—
<b>Total Cash Available</b>	<b>\$105,000</b>	<b>\$115,000</b>	<b>\$120,000</b>	<b>\$465,000</b>
<b>Disbursements</b>				
Purchases and Operating Expenses	95,988	97,496	99,558	396,877
Equipment Purchases	2,000	—	—	2,000
Debt Repayment	2,700	2,800	2,900	11,400
<b>Total Disbursements</b>	<b>\$100,688</b>	<b>\$100,296</b>	<b>\$102,458</b>	<b>\$410,277</b>
<b>Cash Flow</b>	<b>\$ 4,312</b>	<b>\$ 14,704</b>	<b>\$ 17,542</b>	<b>\$ 54,723</b>
<b>Cumulative Cash</b>	<b>\$ 15,603</b>	<b>\$ 30,307</b>	<b>\$ 47,849</b>	<b>\$ 66,014</b>

MARRONE ENTERPRISES PROJECTED CASH FLOW

	THIRD YEAR			YEAR TO DATE
	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	
<b>Receipts</b>				
From Operations	\$127,500	\$130,000	\$132,500	\$525,000
Loan Proceeds	—	—	—	—
Contributed Capital	—	—	—	—
<b>Total Cash Available</b>	<b>\$127,500</b>	<b>\$130,000</b>	<b>\$132,500</b>	<b>\$525,000</b>
<b>Disbursements</b>				
Purchases and Operating Expenses	105,760	107,031	108,080	429,998
Equipment Purchases	5,000	—	—	5,000
Debt Repayment	3,150	3,300	3,450	13,500
<b>Total Disbursements</b>	<b>\$113,910</b>	<b>\$110,331</b>	<b>\$111,530</b>	<b>\$448,498</b>
<b>Cash Flow</b>	<b>\$ 13,590</b>	<b>\$ 19,669</b>	<b>\$ 20,970</b>	<b>\$ 76,502</b>
<b>Cumulative Cash</b>	<b>\$ 79,604</b>	<b>\$ 99,273</b>	<b>\$120,243</b>	<b>\$142,516</b>

MARRONE ENTERPRISES RESTAURANT PROJECTED INCOME & EXPENSES

	FIRST YEAR					
	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH
<b>Income</b>						
Sales—Beverage	55%	\$ 7,700	\$ 8,800	\$ 9,900	\$ 11,000	\$ 12,100
Food	45%	5,400	6,300	8,100	9,000	9,900
<b>Total Sales</b>		<u>12,000</u>	<u>14,000</u>	<u>18,000</u>	<u>20,000</u>	<u>22,000</u>
<b>Cost of Sales</b>						
Purchases—Beverage	25%	1,650	1,925	2,475	2,750	3,025
Food	48%	2,592	3,024	3,888	4,320	4,752
<b>Total Cost of Sales</b>		<u>4,242</u>	<u>4,949</u>	<u>6,363</u>	<u>7,070</u>	<u>7,777</u>
<b>Gross Profit from Sales</b>	64.65%	7,758	9,051	11,637	12,930	14,223
<b>Operating Expenses</b>						
Administration		700	700	700	700	700
Advertising		800	800	800	800	800
Depreciation		833	833	833	833	833
Discount on Charge Sales		90	105	135	150	165
Employee Benefit		778	798	1,026	1,140	1,254
Interest		1,000	990	970	960	950
Insurance, Licenses & Fees	4%	480	560	720	800	880
Maintenance		200	200	200	200	200
Office	2%	240	280	360	400	440
Payroll		5,090	5,190	6,330	6,900	7,470
Rent		1,160	1,160	1,160	1,160	1,160
Supplies	2.5%	300	350	450	500	550
Utilities	3.3%	400	462	594	660	726
Promotion		1,000	500	500	500	500
<b>Total Operating Expenses</b>		<u>13,071</u>	<u>12,928</u>	<u>14,778</u>	<u>15,703</u>	<u>16,628</u>
<b>Net Profit (Loss) Before Income Taxes</b>		<u>\$ (5,313)</u>	<u>\$ (3,877)</u>	<u>\$ (3,141)</u>	<u>\$ (2,733)</u>	<u>\$ (2,405)</u>

MARRONE ENTERPRISES RESTAURANT PROJECTED INCOME AND EXPENSES (Continued)

	FIRST YEAR					TOTAL FOR THE YEAR		
	APRIL	MAY	JUNE	JULY	AUGUST		SEPTEMBER	
<b>Income</b>								
Sales—Beverage	55%	\$ 13,200	\$ 14,300	\$ 15,400	\$ 16,500	\$ 17,600	\$ 18,700	\$ 151,800
Food	45%	10,800	11,700	12,600	13,500	14,400	15,300	124,200
<b>Total Sales</b>		<u>24,000</u>	<u>26,000</u>	<u>28,000</u>	<u>30,000</u>	<u>32,000</u>	<u>34,000</u>	<u>276,000</u>
<b>Cost of Sales</b>								
Purchases—Beverage	25%	3,300	3,575	3,850	4,125	4,400	4,675	37,950
Food	48%	5,184	5,616	6,048	6,480	6,912	7,344	59,616
<b>Total Cost of Sales</b>		<u>8,484</u>	<u>9,191</u>	<u>9,898</u>	<u>10,605</u>	<u>11,312</u>	<u>12,019</u>	<u>97,566</u>
<b>Gross Profit from Sales</b>	64.65%	15,516	16,809	18,102	19,395	20,688	21,981	178,434
<b>Operating Expenses</b>								
Administration		700	700	700	700	700	700	8,400
Advertising		800	800	800	800	800	800	9,600
Depreciation		833	833	833	833	833	833	9,996
Discount on Charge Sales		180	195	210	225	240	255	2,070
Employee Benefit		1,368	1,482	1,596	1,596	1,596	1,596	15,142
Interest		940	930	920	910	900	890	11,340
Insurance, Licenses & Fees	4%	960	1,040	1,120	1,200	1,280	1,360	11,040
Maintenance		200	200	200	200	200	200	2,400
Office	2%	480	520	560	600	640	680	5,520
Payroll		8,040	8,610	9,180	9,180	9,180	9,110	90,110
Rent		1,160	1,160	1,160	1,160	1,160	1,160	13,920
Supplies	2.5%	600	650	700	750	800	850	6,900
Utilities	3.3%	792	858	924	990	1,056	1,122	9,112
Promotion		—	—	—	—	—	—	3,500
<b>Total Operating Expenses</b>		<u>17,053</u>	<u>17,978</u>	<u>18,903</u>	<u>19,144</u>	<u>19,385</u>	<u>19,626</u>	<u>199,050</u>
<b>Net Profit (Loss) Before Income Taxes</b>		<u>\$ (1,537)</u>	<u>\$ (1,169)</u>	<u>\$ (801)</u>	<u>\$ 251</u>	<u>\$ 1,303</u>	<u>\$ 2,355</u>	<u>\$ (20,616)</u>

MARRONE ENTERPRISES RESTAURANT PROJECTED INCOME & EXPENSES

	SECOND YEAR			YEAR TO DATE
	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	
<i>Income</i>				
Sales—Beverage	55% \$ 57,750	\$ 63,250	\$ 66,000	\$ 68,750
Food	45% 47,250	51,750	54,000	56,250
<b>Total Sales</b>	<b>105,000</b>	<b>115,000</b>	<b>120,000</b>	<b>125,000</b>
<i>Cost of Sales</i>				
Purchases—Beverage	25% 14,438	13,813	16,500	16,963
Food	48% 22,680	24,840	25,920	27,000
<b>Total Cost of Sales</b>	<b>37,118</b>	<b>38,653</b>	<b>42,420</b>	<b>43,963</b>
<b>Gross Profit from Sales</b>	<b>67,882</b>	<b>76,347</b>	<b>77,580</b>	<b>81,037</b>
<i>Operating Expenses</i>				
Administration	2,200	2,200	2,200	2,200
Advertising	2,500	2,500	2,500	2,500
Depreciation	2,500	2,500	2,500	2,500
Discount on Charge Sales	788	863	900	938
Employee Benefit	5,170	5,170	5,170	5,170
Interest	2,595	2,495	2,395	2,295
Insurance, Licenses & Fees	4,200	4,600	4,800	5,000
Maintenance	650	650	650	650
Office	2,100	2,300	2,400	2,500
Payroll	29,450	29,450	29,450	29,450
Rent	3,480	3,480	3,480	3,480
Supplies	2,625	2,875	3,000	3,125
Utilities	3,465	3,795	3,960	4,125
<b>Total Operating Expenses</b>	<b>61,723</b>	<b>62,878</b>	<b>63,405</b>	<b>63,933</b>
<b>Net Profit Before Income Taxes*</b>	<b>6,159</b>	<b>13,469</b>	<b>14,175</b>	<b>17,104</b>
				<b>251,939</b>
				<b>50,907</b>

MARRONE ENTERPRISES RESTAURANT PROJECTED INCOME AND EXPENSES

	THIRD YEAR			YEAR TO DATE
	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	
<b>Income</b>				
Sales—Beverage	55% \$ 70,125	\$ 71,500	\$ 72,875	\$ 74,250
Food	45% 57,375	58,500	59,625	60,750
<b>Total Sales</b>	<b>127,500</b>	<b>130,000</b>	<b>132,500</b>	<b>135,000</b>
<b>Cost of Sales</b>				
Purchases—Beverage	25% 17,531	17,875	18,219	18,563
Food	48% 27,540	28,080	28,620	29,160
<b>Total Cost of Sales</b>	<b>45,071</b>	<b>45,955</b>	<b>46,839</b>	<b>47,723</b>
<b>Gross Profit from Sales</b>	<b>82,429</b>	<b>84,045</b>	<b>85,661</b>	<b>87,277</b>
<b>Operating Expenses</b>				
Administration	2,200	2,200	2,200	2,200
Advertising	2,600	2,600	2,600	2,800
Depreciation	2,500	2,500	2,500	2,500
Discount on Charge Sales	956	975	994	1,013
Employee Benefit	5,580	5,580	5,580	5,580
Interest	2,145	1,995	1,845	1,695
Insurance, Licenses & Fees	4% 5,100	5,200	5,300	5,400
Maintenance	690	690	690	690
Office	2,550	2,600	2,650	2,700
Payroll	29,100	29,100	29,100	29,100
Rent	3,480	3,480	3,480	3,480
Supplies	3,188	3,250	3,313	3,375
Utilities	4,208	4,290	4,373	4,455
<b>Total Operating Expenses</b>	<b>64,297</b>	<b>64,460</b>	<b>64,625</b>	<b>64,788</b>
<b>Net Profit Before Income Taxes*</b>	<b>18,132</b>	<b>19,585</b>	<b>21,036</b>	<b>22,489</b>
				<b>258,170</b>
				<b>81,242</b>

\*No provision for income taxes has been made during the first and second year due to the availability of investment tax credit and operating loss carryover. The provision at the end of the third year would be \$12,000.

MARRONE ENTERPRISES RESTAURANT  
PROJECTED INCOME AND EXPENSES  
FOURTH YEAR

<b>Sales</b>		
Beverage 55%		\$429,000
Food 45%		<u>351,000</u>
<b>Total Sales</b>		<b>\$780,000</b>
<b>Cost of Sales</b>		
Purchases—Beverage 25%		107,250
Food 48%		<u>168,480</u>
<b>Total Cost of Sales</b>		<b>\$275,730</b>
<b>Gross Profit from Sales</b>		<b>504,270</b>
<b>Operating Expenses</b>		<b>308,170</b>
<b>Profit Before Income Taxes</b>		<b>\$196,100</b>
<b>Income Tax Provision</b>		<b>77,855</b>
<b>Net Income After Taxes</b>		<b><u>\$118,245</u></b>

MARRONE ENTERPRISES  
PROJECTED INCOME AND EXPENSES  
FIFTH YEAR

<b>Sales</b>		
Beverage 55%		\$445,500
Food 45%		<u>364,500</u>
<b>Total Sales</b>		<b>\$810,000</b>
<b>Cost of Sales</b>		
Purchases—Beverage 25%		111,375
Food 48%		<u>174,960</u>
<b>Total Cost of Sales</b>		<b>\$286,335</b>
<b>Gross Profit Sales</b>		<b>523,655</b>
<b>Operating Expenses</b>		<b>314,760</b>
<b>Profit Before Income Taxes</b>		<b>\$208,905</b>
<b>Income Tax Provision</b>		<b>82,355</b>
<b>Net Income After Taxes</b>		<b><u>\$126,500</u></b>

MARRONE ENTERPRISES PROJECTED INCOME AND EXPENSES  
SIXTH YEAR

<b>Sales</b>		
Beverage 55%		\$467,500
Food 45%		<u>382,500</u>
<b>Total Sales</b>		<b>\$850,000</b>
<b>Cost of Sales</b>		
Purchases—Beverage 25%		116,875
Food 45%		<u>172,125</u>
<b>Total Cost of Sales</b>		<b>\$289,000</b>
<b>Gross Profit Sales</b>		<b>561,000</b>

<b>Operating Expenses</b>	<b>325,760</b>
<b>Profit Before Income Tax Provision</b>	<b>\$235,240</b>
<b>Income Tax Provision</b>	<b>105,200</b>
<b>Net Income After Taxes</b>	<b><u>\$130,040</u></b>

MARRONE ENTERPRISES PROJECTED INCOME AND EXPENSES  
SEVENTH YEAR

<b>Sales</b>		
Beverage 55%		\$484,000
Food 45%		<u>396,000</u>
<b>Total Sales</b>		<b>\$880,000</b>
<b>Cost of Sales</b>		
Purchases—Beverage 25%		121,000
Food 45%		<u>178,200</u>
<b>Total Cost of Sales</b>		<b>\$299,200</b>
<b>Gross Profit Sales</b>		<b>580,800</b>
<b>Operating Expenses</b>		<b>332,500</b>
<b>Profit Before Income Taxes</b>		<b>\$248,300</b>
<b>Income Tax Provision</b>		<b>112,000</b>
<b>Net Income After Taxes</b>		<b><u>\$136,300</u></b>

MARRONE ENTERPRISES PROJECTED ONE MONTH BALANCE SHEET

<b>OCTOBER 1979</b>			
<b>ASSETS</b>			
Cash	\$ 18,263		
Inventory	5,000		
Prepaid Expenses	<u>4,500</u>		
<b>Total Current Assets</b>			<b>\$ 27,763</b>
Equipment	\$110,000		
Accumulated Depreciation	<u>(833)</u>		
<b>Net Equipment</b>			<b>109,167</b>
Deposits			<u>2,000</u>
<b>Total Assets</b>			<b><u>\$138,930</u></b>
<b>LIABILITIES AND EQUITY</b>			
Accounts Payable	\$ 5,008		
Note Payable	<u>99,235</u>		
<b>Total Liabilities</b>			<b>\$104,243</b>
Contributed Capital	\$ 40,000		
Deficit	<u>(5,313)</u>		
			<b>34,687</b>
<b>Total Liabilities and Stockholders' Equity</b>			<b><u>\$138,930</u></b>

MARRONE ENTERPRISES PROJECTED ONE YEAR BALANCE SHEET

SEPTEMBER 30, 1980

ASSETS		
Cash	\$ 11,291	
Inventory	5,000	
Prepaid Expenses	<u>4,500</u>	
<i>Total Current Assets</i>		\$ 20,791
Equipment	\$110,000	
Accumulated Depreciation	<u>(9,996)</u>	
<i>Net Property and Equipment</i>		100,004
Deposits		<u>2,000</u>
<i>Total Assets</i>		<u>\$122,795</u>
LIABILITIES AND EQUITY		
Accounts Payable	\$ 13,251	
Note Payable	<u>90,160</u>	
<i>Total Liabilities</i>		\$103,411
Contributed Capital	\$ 40,000	
Deficit	<u>(20,616)</u>	
		<u>19,384</u>
<i>Total Liabilities and Stockholders' Equity</i>		<u>\$122,795</u>

MARRONE ENTERPRISES PROJECTED TWO YEAR BALANCE SHEET

SEPTEMBER 30, 1981

ASSETS		
Cash	\$ 66,014	
Inventory	6,000	
Prepaid Expenses	<u>5,000</u>	
<i>Total Current Assets</i>		\$77,014
Equipment	\$112,000	
Accumulated Depreciation	<u>(19,992)</u>	
<i>Net Equipment</i>		92,008
Deposits		<u>2,000</u>
<i>Total Assets</i>		<u>\$171,022</u>
LIABILITIES AND EQUITY		
Accounts Payable	\$ 21,971	
Notes Payable	<u>78,760</u>	
<i>Total Liabilities</i>		\$100,731
Contributed Capital	\$ 40,000	
Retained Earnings	30,291	

	70,291
<b>Total Liabilities and Equity</b>	<b><u>\$171,022</u></b>

**MARRONE ENTERPRISES PROJECTED THIRD YEAR BALANCE SHEET**

ASSETS		
Cash	\$142,516	
Inventory	7,500	
Prepaid Expenses	<u>5,000</u>	
<b>Total Current Assets</b>		\$155,016
Equipment	\$117,000	
Accumulated Depreciation	<u>(29,992)</u>	
<b>Net Equipment</b>		87,008
Deposits		<u>2,000</u>
<b>Total Assets</b>		<b><u>\$244,024</u></b>

LIABILITIES AND EQUITY		
Accounts Payable	\$ 27,231	
Accrued Income Taxes	12,000	
Notes Payable	<u>65,260</u>	
<b>Total Liabilities</b>		\$104,491
Contributed Capital	\$ 40,000	
Retained Earnings	<u>99,533</u>	
		139,533
<b>Total Liabilities and Equity</b>		<b><u>\$244,024</u></b>

**SALES COMPUTATION**

Turnover based on 150 seats @ \$3.50 per person

		Mon	Tues	Wed	Thurs	Fri	Sat
First Month	Lunch	30%/\$160	30%/\$160	30%/\$160	30%/\$160	100%/\$525	30%/\$160
	Evening	30%/\$160	30%/\$160	30%/\$160	30%/\$160	100%/\$525	100%/\$525
<b>Weekly Sales=\$3015</b>							
		Mon	Tues	Wed	Thurs	Fri	Sat
Fourth Month	Lunch	50%/\$260	50%/\$260	50%/\$260	50%/\$260	100%/\$525	50%/\$260
	Evening	50%/\$260	50%/\$260	75%/\$390	75%/\$390	100%/\$525	100%/\$525
<b>Weekly Sales=\$4185</b>							
		Mon	Tues	Wed	Thurs	Fri	Sat
Eighth Month	Lunch	75%/\$390	75%/\$390	75%/\$390	75%/\$390	150%/\$790	75%/\$390
	Evening	75%/\$390	75%/\$390	75%/\$390	75%/\$390	200%/\$1050	150%/\$790
<b>Weekly Sales=\$6100</b>							
		Mon	Tues	Wed	Thurs	Fri	Sat
Twelfth Month	Lunch	75%/\$390	100%/\$525	100%/\$525	100%/\$525	150%/\$790	100%/\$525
	Evening	100%/\$525	100%/\$525	150%/\$790	150%/\$790	200%/\$1050	200%/\$1050
<b>Weekly Sales=\$8000</b>							

# **RESUME**

## *PERSONAL*

Name: Joseph Marrone  
Address: Mark Circle-Holden, Massachusetts 01520

Marital Status: Married  
Date of Birth: 29 October 1949  
Place of Birth: Worcester, Massachusetts

## *EDUCATION*

High School: St. John's High School 1963-1967 (graduated)  
Shrewsbury, Massachusetts  
College: Worcester Junior College 1967-1969 (A.M. degree)  
Worcester, Massachusetts  
Biscayne College 1969-1971 (B.A. degree)  
North Miami, Florida

## *EXPERIENCE*

Company: Holden Hills Country Club-Holden, Massachusetts  
Employed: February 1978 to Present  
Title: General Manager  
Duties: Responsible for entire operation, inclusive of golf course, greens, banquet and restaurant. Handle all advertising. Responsible for purchase of all food and beverage, inventory control and analyses.

Company: Piccadilly Pub-Westboro, Massachusetts  
Employed: July 1973-February 1978  
Title: Manager  
Duties:, Shared responsibility of running the business with the proprietor. He worked days and I worked evenings.  
Responsible for food and beverage purchases. Responsible for the hiring of personnel and related problems, inventory control and was given power of attorney.

Company: Wachusett Country Club-West Boylston, Massachusetts  
Employed: September 1971-March 1972  
Title: Assistant Manager  
Duties: Acquired basic knowledge and skills of all facets of the restaurant business while assisting the manager, from bar tending to ordering as well as gaining experience in inventory control.

Company: Pate's Charcoal Pit-Chatham, Massachusetts  
Employed: Summers-1970 and 1971  
Title: Waiter  
Duties: Waiting on tables, customer contact and maintaining relaxed pleasant atmosphere.

# ***RESUME***

## *PERSONAL*

Name: Edward J. Marrone  
Address: 5 Oakwood Drive, Sterling Junction, Massachusetts 01565

Marital Status: Married  
Date of Birth: February 3, 1951  
Place of Birth: Worcester, Massachusetts

## *EDUCATION*

High School: West Boylston Junior-Senior High School  
West Boylston, Massachusetts (1965-1969-Graduated)

## *EXPERIENCE*

Company: Shannons I-Restaurant, Auburn, Massachusetts  
Employed: June 1, 1979 to present  
Title: Manager  
Duties: Responsible for entire operation. Hiring of personnel and related problems. Responsible for food and beverage purchases, inventory control and analysis.

Company: Holden Hills Country Club, Holden, Massachusetts  
Employed: April, 1978-March, 1979  
Title: Pub Manager  
Duties: Responsible for hiring personnel, purchasing of food and beverage, inventory control and analysis.



CITY OF WORCESTER  
OFFICE OF THE  
LICENSE COMMISSION  
CITY HALL 01608

May 10, 1979

Mr. Joseph M. Marrone, Mgr.  
33 Mark Circle  
Holden, Ma. 01520

Dear Mr. Marrone:

Re: Common Victualer All Alcoholic Beverages license at Marrone Enterprises, Inc., 104-110 Grove St.

The License Commission unanimously voted today to grant you a Common Victualer All Alcoholic Beverages license at the above address subject to approvals from the Building and Health Departments and also verification of the address.

Very truly yours,

*Joseph W. Riordan*  
Joseph W. Riordan  
Chairman  
Board of License Commission

bcv

Copy to: Alcoholic Beverages Control Commission  
Richard G. Crotty, Esq.

## **BOARD OF DIRECTORS**

JOSEPH M. MARRONE

Graduate of Biscayne College. Ten years experience in restaurant finance and management. President and Treasurer of Marrone Enterprises, Inc.

ROBERT PIRANI

Graduate Niagara University. B.S. Economics. Master Electrician. President and Treasurer of Joseph G. Pirani Inc., electrical contractors. Gross sales \$243 million.

JOHN K.MARRONE

Senior Production Control Specialist for Norton Co. Member American Production and Inventory Control Society, Mass. Real Estate Broker.

ROBERT J. MAHER

Graduate Holy Cross College, B.S. Economics. Masters Degree in Hospital Administration from St. Louis University. Assistant Administrator for St. Vincent' s Hospital, Worchester, Mass.

EDWARD H. GRANT

Graduate Dartmouth, Tuck Graduate School of Business. President Edward H. Grant Co. Manufacturers Agents. Gross sales \$8 million dollars.

EDWARD J. MARRONE

Secretary and working stockholder of Marrone Enterprises. Three years experience in restaurant sales and management.

## **CAPITAL EXPENSES**

Air Condition/Heating Unit (bid enclosed)	\$14,000
Plumbing (bid enclosed)	12,500
Wiring-electrical (bid enclosed)	4,500
Equipment- Kitchen and Bar (breakdown enclosed)	37,764
Glassware, China, Utensils, etc.	5,000
Table and Chairs	10,000
Carpeting	10,000
Outside Awning	1,200
Interior Decor (window shutters, mirrors etc.)	5,000
Office Furniture	3,000
Light Fixtures	2,000
Misc. Expenses and Cost Overruns	<u>-5,000</u>
<b>Total:</b>	<b>\$110,964</b>

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year one thousand nine hundred and \_\_\_\_\_

Lessor, and Parker Apartment Complex

Lessee

WITNESSETH: That the Lessor doth demise and Lease unto the Lessee the Premises duly described as follows:

Approximately 4639 square feet of space located at 106 Grove Street, Worcester, Massachusetts.

To have and to hold the above described premises for the period of five (5) years  
Beginning the \_\_\_\_\_ day of \_\_\_\_\_  
A. D., 19 \_\_\_\_\_ and this lease shall continue in full force and effect thereafter until the  
day of \_\_\_\_\_  
A. D., 19 \_\_\_\_\_  
Yielding and Paying as rent, the sum of \$13,917 dollars annually, in equal monthly  
payments of \$1,159.75 dollars in advance, on the 1st of each and every month Hereafter,  
during said term; the first payment thereof to be made on the 1st day of \_\_\_\_\_ now ensuing.

The Lessee in addition to the rent hereinbefore mentioned hereby agrees to pay to the Lessor, during the term of this Lease and any extensions or renewals thereof; that portion of any increase in taxes assessed and levied against the building of which the leased premises is a part over the tax assessed for the year . For the purposes of this Corporation, the Lessee pays only that portion of the increases which the leased premises bears to the total area in the building of which the leased premises is a part. The Lessee further agrees to pay such tax to the Lessor within thirty (30) days after written notice from the Lessor of the amount due. Tax bills shall be sufficient evidence of the amount of said tax and said amounts shall be binding upon all parties for the calculations as described above.

The Lessee shall have the option to extend this lease for a further term of \_\_\_\_\_ years by notice in writing ninety (90) days prior to the expiration of the initial term of this lease to the Lessor. All terms of this lease shall remain in full force or effect for such further term, excepting the rent reserved herein, which shall be subject to negotiation by the parties.

No alteration, addition or improvement to the leased premises shall be made by the Lessee without the Lessor's written consent. Any such alteration, addition or improvement after such consent has been given shall be at the sole expense of the Lessee and at the Lessor's option upon expiration or other sooner termination of this lease shall become the property of the Lessor. It is agreed that such consent shall not be unreasonably withheld. <sup>and belonging to the Lessee</sup> \*excepting those stated in Amendment #.

The Lessee further agrees that all merchandise, furniture, and personal property of any kind and description which is placed on said premises, <sup>and belonging to the Lessee</sup> during the continuance of this lease, is to be at the risk and hazard of the Lessee and that if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the use or abuse of water, or by leaking or bursting pipes, or in any other way or manner, no part of said loss or damage is to be charged to or borne by the Lessor, except if caused by the Lessor's negligence.

The Lessee, upon paying the basic rent and all additional rent and other charges herein provided for, and performing all the other terms of this lease, shall quietly have and enjoy the leased premises during their term of this lease, subject however, to the reservations and conditions of this lease.

The Lessee by taking possession of the leased premises shall be conclusive evidence that the Lessee accepts the same "as is" and that the Lessor nor it's agents made no representations, statements, warranties, express or implied, except those specifically set forth in the provisions of this lease.

The Lessor shall furnish <sup>needed for the operation of a restaurant-tavern</sup> at it's sole expense reasonable heat, ~~electricity, water, air conditioning, and janitorial services~~ during the term of this lease, extension or renewal thereof. The Lessor shall not be liable for failure to supply such utilities or any interrupt or deficiency thereof, due to any reason beyond the Lessor's control, but Lessor agrees to take any reasonable and prompt action to resume any interruption of service.

~~The Lessor shall furnish carpeting or other suitable floor covering, for the leased premises and further agrees to maintain and replace same when necessary, due to normal wear and tear.~~

The Lessor shall provide a parking area for the use of Lessee, his employees and clientele, to be used in common with other tenants and visitors of the building; and further will provide parking lot maintenance and snow removal.

~~The Lessee shall provide and install such carpet protection or protectors as may be necessary under desks, chairs, office equipment to protect against unnecessary wear and tear, and further the Lessee shall keep the demised premises in a clean and presentable condition at all times at the Lessee's sole expense.~~

The Lessor shall keep and maintain the common passway and common areas, and that damage or injury to others occurring thereon shall be the responsibility of the Lessor, except where such damage or injury is occasioned by the negligence of the Lessee. The Lessee shall be responsible for injuries and damages occurring within or on the premises herein demised, except where such injury or damage is occasioned by the negligence of the Lessor.

The Lessee, employees, servants or agents shall turn off or disconnect at the termination of the normal working hours, or cessation of work upon the demised premises all of the electric appliances, fixtures, air conditioners, water or other electrical equipment. The Lessor reserves the right to enter into the demised premises for the purpose of disconnecting or turning off the aforesaid; as the Lessee may have failed to act in accordance hereto. However, it is understood and agreed that certain appliances and fixtures necessary to the operation of a restaurant-tavern will remain on and their operation not disturbed.

The Lessee does not have the right to sublet or assign all or part of the demised premises, without express written approval and consent of the Lessor, and the Lessor agrees not to unreasonably withhold said approval.

The lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgage, deeds of trust or other such instruments in the nature of a mortgage.

The Lessee shall maintain with respect to the leased premises and the property, of which the leased premises are a part, comprehensive public liability insurance in the amount of \$100,000 with property damage insurance limits of \$25,000 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the Lessor as well as the Lessee against injury to persons or damage to property as provided.

The Lessee shall not permit any hole to be drilled and made in the stone or brickwork of said building, or erect or place any placard or sign on the outer wall of said building, and will keep good with glass of the same kind or quality as that which may be broken, all the glass now or hereafter on the premises, unless the same shall be broken by fire, explosion, sonic boom, or other unavoidable casualty, the Lessee hereby acknowledges that the premises are now in good order and the glass now whole, and

\*The Lessor agrees that such permission with regard to the drilling of holes and placing of signs shall not be unreasonably withheld in view of a restaurant-tavern opera

shall be at the expiration of the said term, or any extension thereof; the Lessee, employee, agents or servants shall not make or suffer any unlawful, improper, noisy or otherwise offensive use thereof, nor mar, deface, or alter any part of the leased premises; The Lessor, it's agents or servants may during the term of said lease, or any extension thereof, at reasonable times, enter to view said premises and examine the condition thereof, and make necessary repairs, and may show the said premises to others, and at any time within ninety (90) days next before expiration of said term, or extension of said term affix notice of letting; said Lessee, employees, agents and servants shall conform to said reasonable regulations as may from time to time be established by the Lessor, for the general convenience and comfort of the tenants and the welfare of said building; the Lessee at the expiration of said term or any extension thereof shall remove all goods and effects and those of all persons claiming under, and will personally deliver and yield up to the Lessor the said premises, and all extensions and additions made to or upon the same in good repair, order and condition in all respects, except for reasonable use, wear and tear and damage by fire and other unavoidable casualty excepted, and that any notice from the Lessor relating to the demised premises, or the occupancy thereof, shall be deemed duly served if left at the demised premises addressed to the Lessee.

PROVIDED ALWAYS, that in the case the said premises, or any <sup>substantial</sup> part thereof, or the whole or any part of the building, of which they are a part, shall be taken for any street or public use or shall be damaged or destroyed by fire or other unavoidable casualty, or by the action of the City or other authorities, or shall receive any direct or consequential damage for which the Lessor or the Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority after the execution herein and before the expiration of the said term, then this lease and the said term shall terminate at the election of the Lessor, and such election may be made in case of any such taking, notwithstanding the entire interest of the Lessor may have been divested by said taking; and if it shall not so elect, then in case of any such taking or destruction of, or damage to, the demised premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent herein before reserved according to the nature and extent of the injury sustained by the demised premises, shall be suspended or abated until the demised premises shall have been put in proper condition for use and occupation. 3

PROVIDED ALSO, and these presents are upon this condition, that if the Lessee shall neglect or fail to perform or observe any of the covenants contained in this lease, and on the part of said Lessee to performed and observed, or if said Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of it's property for the benefit of creditors, then and in any of the said cases (notwithstanding any license or waiver of any prior breach of condition) the Lessor lawfully may immediately or at any time thereafter, and without demand or notice enter into or upon the said premises, or any part thereof in the name of the whole, and repossess the same as of it's former estate and except the Lessee and those claiming through or under it and remove it's effect, ~~forcibly if necessary~~ without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and upon entry as aforesaid this lease shall terminate.

And it is agreed that in case of a termination action of the estate hereby created by an entry for breach of the condition herein contained, the Lessee shall indemnify the Lessor or it's heirs, successors or assigns, for all loss or damage which it may during the residue of the term above specified, suffered by reason of such termination, whether through decreased rent of said estate or otherwise; and it is also agreed that if the leased premises or any <sup>substantial</sup> part thereof, shall be damaged by fire or other unavoidable casualty, so as to be thereby rendered unfit for use and casualty, so as to be thereby rendered unfit for use and occupation then and in such case the rent hereinbefore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be abated until the said premises shall have been duly repaired and restored by the Lessor or it's heirs, successors or assigns or, at the election of the said Lessor or it's legal representatives, this lease may be terminated and ended. 5

It is also understood and agreed that

IN WITNESS WHEREOF, the LESSOR and LESSEE hereunto set their hands and seals.

LESSOR

LESSOR

LESSEE

LESSEE

1. It is agreed, however, that any regulations shall be reasonable and consistent with the customary use and operation of a restaurant/avern operation.
2. The Lessor agrees to make such election and notification to the Lessee within ninety (90) days after the taking of said casualty loss.
3. In any case *where there* is no termination of the lease, the Lessor agrees to promptly repair and restore the premises to their former condition.
4. In any case where there is no termination of the lease, the Lessor agrees to promptly repair and restore the premises to their former condition.
5. The Lessor agrees to make such election and notification to the Lessee within ninety (90) days after the taking of said casualty loss.

#### **AMENDMENT #1**

FUEL ESCALATOR: The Lessee in addition to the rent hereinbefore mentioned hereby agrees to pay to the Lessor during the term of this Lease and any extensions and renewals thereof; that portion of any increase in the cost of fuel for heating purposes. The Lessee pays only that portion of the increases which the leased premises bears to the total area in the building which the leased premises is a part. Cost of fuel increases will be based as of the cost of fuel as of the beginning date of this Lease; any increases after this date will be so prorated, and hereby agrees to pay such bills within thirty (30) days upon receipt of same.

#### **AMENDMENT #2**

OPTION YEARS: The Lessee in addition to the rent hereinbefore mentioned hereby agrees to pay to the Lessor during the first three (3) years of the option years of this Lease which commences at the expiration date of the original term hereof, upon the same covenants and conditions as are contained in this Lease and in addition the Lessee agrees that a cost of living escalator will be applied as an increase in the monthly rental fee; that such fee will be reestablished by the percentage increase as announced by the National Cost of Living Council or its equal with base year being 1979. The Lessee further agrees that during the last two years of the five (5) year option period which commences eight (8) years after the expiration date of the original term hereof, upon the same covenants and conditions as are contained in this Lease excepting the rent reserved herein, which shall be subject to negotiation by the parties, such negotiations shall not be considered unreasonable and shall be relevant to the cost of operation and shall be considered a reasonable return for the space described within this Lease. If the aforementioned negotiation cannot be satisfactorily concluded ninety (90) days before the commencement of the next rental period, then they will submit to arbitration. The Lessor and Lessee agree at the commencement of the ninth (9th) year of the Lease that good faith negotiation will commence with regard to a third five (5) year option period.

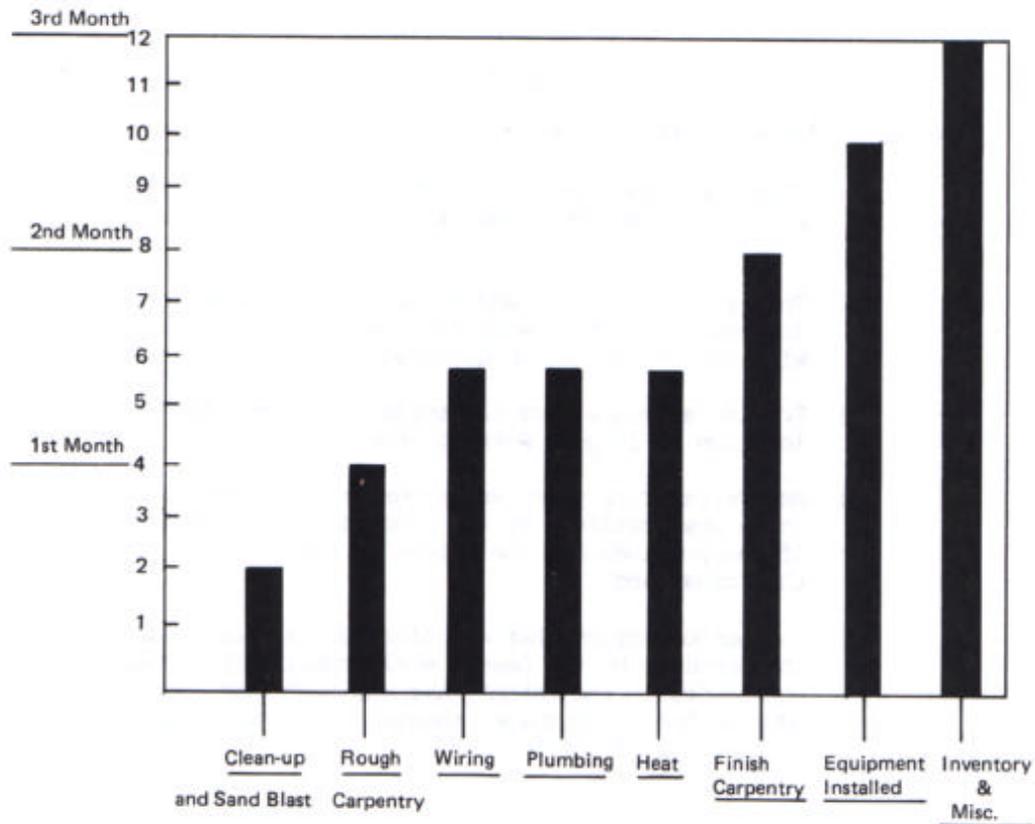
#### **AMENDMENT #3**

Not to include initial rehabilitation and design for the purpose of this agreement.

#### **AMENDMENT #4**

The Lessor agrees to the following:

- a) That *the "moat"* located adjacent to the premises and between it and the sidewalk will either be covered or filled;
- b) That it will provide and construct any necessary ramps in order to conform with City and State regulations with respect to the handicapped;
- c) Provide evidence that the sprinkler system for the location is in good working order;
- d) Remove exterior paint and signs from the exterior walls in an area outlined by the side walls of Lessee portion of the premises and the height of the building within that area, and
- e) The Lessor agrees that all fixtures that are placed in the premises by the Lessee shall remain the property of the Lessee to the extent that any such fixtures may be removed and the premises remain in the same condition at the time of letting.



# WILLIAM G. WALKER, Sr.

PLUMBING  
Master Plumber  
Lic. No. 8830  
RURAL ROUTE #1  
TURKEY HILL TRAIL

OIL BURNERS  
Lic. No. 12960  
TEL. 886-4052

HEATING  
Master Pipe Fitter  
Lic. No. 2973  
BOX 186 P.A.  
RUTLAND, MASS. 01543

NAME Joseph Marone DATE May 8, 1979  
STREET Grove St. PHONE \_\_\_\_\_  
CITY Worcester, STATE Mass.

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR the installation of -  
Mens Room - 1 Hanicapped Toilet, 1 Urinal, 2 Lavatories and 1 floor drain.  
Womens Room - 1 Handicapped Toilet, 1 Elongated Toilet, 2 Lavatories,  
and 1 Floor drain.  
Kitchen - 1 2hole Pot Sink, Hookup Dishwasher, Ice Machine and Electric  
Hot Water Tank.  
Bar - 2 2hole Bar Sinks and hookup 2 Beer cooler drains.  
To furnish all pipe and fittings for Drain and Water lines.  
No Electrical work.

WE HEREBY PROPOSE TO FURNISH LABOR AND MATERIALS FOR THE SUM OF \$12,500.00  
Twelve thousand five hundred DOLLARS WITH PAYMENT TO BE MADE AS FOLLOWS  
\$4000.00 at start of job, \$4000.00 when rough work is complete, \$4500.00  
upon completion of job.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS WILL INVOLVE EXTRA COSTS. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE.

AUTHORIZED SIGNATURE 

### ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

ACCEPTED DATE May 8, 1979 SIGNATURE \_\_\_\_\_  
SIGNATURE \_\_\_\_\_



Route 146A • Eddie Dowling Highway • North Smithfield, R.I. 02895

(401) • 769-3220 Prov. Area (401) • 421-3810

June 7, 1979

Mr. Joseph Maroney  
The Pub  
Grove St.  
Worcester, MA

Dear Mr. Maroney:

We are pleased to quote you on the following:

Item 1 - 1 ea.	30 cubic ft. White Freezer	\$ 1050.00
2 - 1 ea.	Convection oven-gas	1895.00
3 - 1 ea.	1000 Watt Microwave Oven	1195.00
4 - 1 ea.	5'x30" s/s Top Work Table	215.00
5 - 1 ea.	40lb. Fryer-Gas	695.00
6 - 1 ea.	3' Char-broiler with stand	1750.00
7 - 1 ea.	3 Section hot food table	350.00
8 - 1 ea.	2'x30" Bread Cabinet	445.00
9 - 1 ea.	6 Burner Range with 1 Oven	940.00
10 - 1 ea.	4' Sand unit-12 pans	1350.00
11 - 1 ea.	11'-0"x3'-6"x2'-0 High s/s hood with filters-installed	2800.00
12 - 1 ea.	2 Door refrigerator-top mount	2350.00
13 - 1 ea.	Wall mount exhaust fan 2 speed with damper and switch-installed	1050.00
14 -	14'-8"x12" Dbc. s/s Overshelf with (2) 4' Heat lamps	1050.00

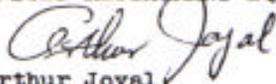
-2-

Item 15 - 1 ea.	14'-8"x15" s/s Tray rest with wire shelving under	\$ 695.00
16 - 1 ea.	12" Slicer-manual	1250.00
17 - 2 ea.	6'x30" s/s Top Work Table	460.00
18 - 1 ea.	300lb. Ice machine on 540lb. storage bin	2150.00
19 - 1 ea.	21"x54" 3 Comp. pot sink with 18x21 drainboard and faucet	490.00
20 - 1 ea.	Undercounter dishwasher with chloritizer-No s/s panels	1165.00
21 - 1 ea.	10' s/s Landing table with backsplash, pre-rinse sink and spray and 4' rack shelf	1350.00
22 - 1 ea.	5 Burner coffee maker automatic	540.00
23 - 1 ea.	2 qt. Creamer	159.00
24 - 1 ea.	2'x4' Formica waitress station	265.00
25 - 1 ea.	Glass door refrigerator	<u>1450.00</u>
	Total for items 1 thru 25:	\$ 27109.00

Thanking you for the opportunity of quoting you, we look forward to receiving your valued order.

Sincerely,

UNITED RESTAURANT EQUIPMENT CO.

  
Arthur Joyal,  
Sales

AJ: mmj

