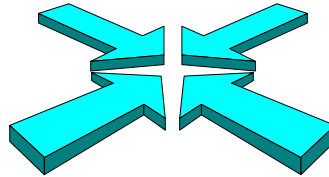


CAPITAL CONSULTANTS LLP
7370 NW 36 Street
Miami, Florida 33172
(305) 592 - 1000



Alan M
MIS Consultant

Lou M
MIS Consultant

Ian de Agnelo
Financial Consultant

Shaun L.
Financial Consultant

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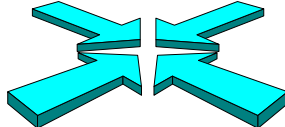
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Statement of Purpose

for

CAPITAL CONSULTANTS LLP



Capital Consultants LLP is a Miami based company providing technological and financial advisement to businesses in the South Florida area. Corporate headquarters' is located at 7370 NW 36 Street, Miami, Florida 33172.

Our goal is to increase the customers' business productivity by helping them realize the maximum benefit from their capital investment and personnel management. Our firm accomplishes this by offering a two tier business implementation strategy. On the technological side we offer our clients networking solutions, database management systems and web based development. On the financial side we provide our clients with the most cost effective strategy and techniques to achieve their business goals in the most profitable manner.

Investments amongst the partners will total \$80,000 to be used to provide the initial down payment for the above stated property and the purchase of office equipment and supplies. We are a service company, dedicated to long term relationships with our customers. We aim to be known as the premier consulting firm in the South Florida area. Our development goals are for steady expansion, with profitability by the second year.

ORGANIZATIONAL PLAN

CAPITAL CONSULTANTS LLP

- DESCRIPTION OF THE BUSINESS
- LEGAL STRUCTURE
- GENERAL SERVICES
- ORGANIZATION CHART
- PARTNERS BIOGRAPHY
- METHODS OF RECORDKEEPING
- INSURANCE
- SECURITY

Description of Business

CAPITAL CONSULTANTS LLP is a start-up company in Miami, Florida, providing competitively priced financial and technological consulting to service small and medium sized businesses in the South Florida area. We believe that not only our expertise and depth distinguish us from other professional services firms, but even more importantly, it is our delivery of service which makes the difference for our clients. In today's complex and rapidly changing business environment, no one can have too much expertise.

Our management consultants can provide our clients with as little or as much as they need to define their organization's goals and implement strategies to achieve them, in the most efficient and effective manner. Our business partners bring a team approach to each of our corporate clients, with a team leader who has overall responsibility for the client's needs. For example, our client team includes experts in both the financial and technological fields of business.

As both a professional user and provider of computer products, we can assist our clients with a broad range of services to streamline their operation. These include a thorough systems analysis, realistic budgeting, hardware and software selection and cable layouts and installation. We take time up front to research our clients' current and long term needs, knowing it will save them money and problems down the road. The team attempts to develop a clear understanding of its client's business and the challenges which confront it.

This facilitates a *proactive approach* which anticipates problems in order to prevent them, rather than merely reacting to them. Our expertise knowledge in these industries allows us to clearly *identify risks and opportunities* at the right time. In addition, we are committed to

being responsive to our client's demands, *meeting deadlines* and assuring that our clients *achieve their objectives*. We bring to this mission the finest caliber professionals, state-of-the-art technological resources and a firm culture dedicated to our clients' success.

Once the system is properly identified, we can assist our clients' in purchasing, installing and modifying their program if necessary. We will also ensure that their staff is properly trained, and be available to answer questions when they arise.

We plan to accomplish making our clients proactive, identify risks and opportunities and assisting meeting their deadlines and objectives through the following:

- I. Identify Clients' Competition
 - A. Recognize advantages / disadvantages of their competition
 - B. Provide guidance in adapting to advanced technology
 - C. Provide guidance as how management should use their resources efficiently
- II. Identify Clients' Risks and Opportunities
 - A. Cost analysis of potential projects
 - B. Cost of implementing specific projects
 - C. Identifying financial benefit and / or customer satisfaction enhancement
- III. Assist Clients' In Meeting Their Deadlines and Objective (profit enhancing strategies)
 - A. Budgeting and cash forecasting
 - B. Leverage analysis
 - C. Preparation of financial statements

The emergence of technology has required business to react quickly to the *competitive advantages* information can provide. This is why we at Capital Consultants LLP work diligently

to provide our clients with solutions that will guarantee the business a competitive edge. Our focus in technology will allow these businesses new to the field, a point of entry with experienced professionals to guide them each step of the way. We provide our clients with a wealth of services described herein:

I. Personal Computer Purchases

Capital Consultants carefully select the best components in the market today and assemble systems to client demand. Whether it is as rudimentary as a second generation Pentium to the latest in Pentium II technology. All components are guaranteed to fulfill our clients demanding requirements. We at Capital Consultants provide warranty for all purchases as well as service to guarantee our commitment to customer satisfaction. Training is also provide to assure complete understanding and immediate results.

II. Networking

Clients wishing to expand the capabilities of their systems or wishing to share information amongst its departments, can take advantage of Capital Consultants' networking solutions. We provide businesses with the best products from respected manufacturers such as 3COM, Intel, Banyan Vines and Microsoft. Our consultants guide our clients through every step of the process by determining their current needs and goals, both long and short term. Once a solution has been drafted, products are installed and tested rigorously to ensure compatibility amongst selected software and pre-existing information systems. Once completed, Capital Consultants will then take the time to ensure a smooth transition to the new system and excessive loss of productivity.

III. Database/Imaging

Clients requesting a more streamlined operation with emphasis on organization can take advantage of various database solutions available through Capital Consultants. As with our networking solutions, clients current and future needs are determined before any coding or scanning is started. Our solutions can provide our clients with a timely and up to date order taking and record keeping process virtually eliminating the need for paperwork. Our clients can benefit from state of the art information systems without the benefit of a corporate budget. Capital Consultants will take the time to ensure that your investment is properly assimilated within the organization to ensure productivity from day one.

IV. E-Commerce/WWW

The entry of the World Wide Web has provided many entrepreneurs with a market place capable of attracting millions of prospects. Capital Consultants will explain all the advantages of the Web to interested clients and how their business may benefit from its use. Whether it is a Web page advertising the business or a sophisticated on-line ordering system, we can custom tailor a solution to fit our clients needs. Capital Consultants will make special arrangements to have your site hosted by Netrox; Florida's leading Internet Service Provider for business hosting. With all the solutions available to our clients in the field of information technology, the clients complete satisfaction is our primary concern.

Legal Structure

PARTNERSHIP AGREEMENT made on January 8, 1998 between Alan M,

Ian de Agnelo, Lou M and Shaun L. of **Capital Consultants LLP**.

BUSINESS NAME. The parties hereby form a limited liability partnership under the name of Capital Consultants LLP to operate a technological and financial consulting firm. The principal office of the business shall be located at 7370 NW 36 Street, Miami, Florida 33172.

TERM. The partnership shall begin on March 2, 1998 and shall continue until terminated as herein provided.

CAPITAL. The capital of the partnership shall be contributed in cash by the partners as follows: A separate capital account shall be maintained for each partner. Neither partner shall withdraw any part of his capital account. Upon the demand of either partner, the capital accounts of the partner shall be maintained at all times in the proportions in which the partners share in the profits and losses of the partnership.

PROFIT AND LOSS. The net profits or losses of the partnership shall be divided equally between the partners. Individual income accounts shall be maintained for each partner. Partnership profits and losses shall be charged or credited to the separate income account of each partner. If a partner has no credit balance in his income account, losses shall be charged to his capital account.

SALARIES AND DRAWINGS. Neither partner shall receive any salary for services rendered to the partnership. Once business is profitable, each partner may withdraw the credit balance in his / her income account.

INTEREST. No interest shall be paid on the initial contribution to the capital of the

partnership or any subsequent contributions of capital.

MANAGEMENT DUTIES AND RESTRICTIONS. The partners shall have equal rights in the management of the partnership business, and each partner shall devote 15 hours a week to the conduct of the business. Without the consent of the other partner neither partner shall on behalf of the partnership borrow or lend money, or make, deliver, or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the partnership other than the type of property bought and sold in the regular course of its business.

BANKING. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. All withdrawals therefrom are to be made upon checks signed by any one partner pending unanimous internal approval from all partners.

BOOKS. The partnership books shall be maintained at the principal office of the partnership, and each partner shall at all times have access thereto. The books shall be kept on a fiscal year basis, commencing January 8, 1998 and ending December 31, 1998 and shall be closed and balanced at the end of each fiscal year. An audit shall be made as of the closing date.

VOLUNTARY TERMINATION. The partnership may be dissolved at any time by agreement of the partners, in which event the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The partnership name shall be sold with the other assets of the business. The assets of the partnership business shall be used and distributed in the following order: (a) to pay or provide for the payment of all partnership liabilities and liquidating expenses and obligations; (b) to equalize the income

accounts of the partners; (c) to discharge the balance of the income accounts of the partners; (d) to equalize the capital accounts of the partners; and (e) to discharge the balance of the capital accounts of the partners.

DEATH. Upon the death of any one partner, the surviving partners shall have the right either to purchase the interest of the decedent in the partnership or to terminate and liquidate the partnership business. If the surviving partners elect to purchase the decedent's interest, he / she shall serve notice in writing of such election, within three months after the death of the decedent, upon the executor or administrator of the decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last-known address of such heir. (a) If the surviving partners elect to purchase the interest of the decedent in the partnership, the purchase price shall be equal to the decedent's capital account as at the date of his / her death plus the decedent's income account as at the end of the prior fiscal year, increased by his / her share of partnership profits or decreased by his / her share of partnership losses for the period from the beginning of the fiscal year in which his / her death occurred until the end of the calendar month in which his / her death occurred, and decreased by withdrawals charged to his / her income account during such period. No allowance shall be made for goodwill, trade name, patents, or other intangible assets, except as those assets have been reflected on the partnership books immediately prior to the decedent's death; but the survivors shall nevertheless be entitled to use the trade name of the partnership. (b) Except as herein otherwise stated, the procedure as to liquidation and distribution of the assets of the partnership business shall be the same as stated in paragraph 10 with reference to voluntary termination.

ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. In witness whereof the parties have signed this Agreement.

General Services

Capital Consultants LLP offers two categories of services to small and medium sized businesses in the South Florida area. Each business entity has the option of requesting services specifically catered to their needs. For example:

Financial Services

- Complete development of Business plans for entrepreneurs
- Strategic analysis of the business as a whole.
 - Review of Financial Statements
 - Minimize cost
 - Maximize profit
- Focusing the businesses to its most profitable venture(s)

Technological Services

- Networking solutions
- Microcomputer installations, repairs, and upgrades
- Database implementation strategies
- Web based marketing consultation

Organizational Chart

Capital Consultants LLP

Financial Team

Technological Team

Ian de Agnelo

Shaun L.

Luis A. Lou M

Alexander Alan M

Financial Consulting responsibilities:

- Bookkeeping
- Construction / monitoring of monthly financial statements
- Bank statements reconciliation

- Hiring of financial personnel
- Strategic Analysis
- Strategic Marketing

MIS Consulting responsibilities:

- Networking solutions
- Microcomputer Repairs & Installations
- Database Development
- Web Commerce consulting
- Hiring of technical personnel
- Purchasing Managers
- Strategic Marketing

Team Tasks

- Advertising E-mail response
- Ordering of office supplies
- Answering of incoming calls
- Maintenance of billing invoices
 1. Phone expense
 2. Internet expense
 3. General office expense
 4. Miscellaneous expense
- Appointment scheduling
- Banking deposits
- Office opening & closing designated weekly
- Brink's security contact person(s)

Partners Biographical Information

- **Luis A. Lou M** is an information technology consultant in the Miami based firm of **Capital Consultants LLP**. He has certified knowledge in all microcomputer hardware / software installations, configurations, repair and upgrades as prescribed by the Computer Technology Industry Association A+ certification program. Additional expertise extends to CAT 5 cabling and unmanaged hub installations. Operating systems experience extends to MS DOS, Windows (3.1, 95, 3.51, 4.0) which includes all installations, trouble-shooting and upgrading activities. Added operating systems knowledge includes UNIX, Solaris 2.5 and DEC systems as well as Digital VAX / VMS 8800 minicomputers. Luis is also involved in client / server development for call center telephony using DAVOX Unison dialer system. Luis is currently enrolled at Florida International University and is expected to graduate in the Fall of 1998 with a B.B.A. in Management Information Systems.
- **Ian de Agnelo** is a partner of the strategic finance team of **Capital Consultants LLP**. He is expected to receive a B.B.A. in Finance in the Summer of 1999. While working on his degree, Ignacio has had extensive working experience for the government as well as a large private company. His relevant experience includes business/economic development research, maintaining billing activity for major clients of a private company, preparing proposals for current and potential clients in the legal field, implementing the county-wide GIS project, and working with teams of outside consultants in both the public and private sectors. Ignacio is also involved in the F.I.U. law association, Guardian Ad Litem program, Camillus House, Hands on Miami and Habitat for Humanity. Through this involvement with diverse organizations in our community, Ignacio can analyze and understand the on-going problems of most businesses in our community with great ease.

- **Shaun L.** is a partner of the strategic finance team of **Capital Consultants LLP**. Shafali currently works as a Credit Analyst at Florida Power and Light Company. Her experience includes functions as a Bankruptcy Administrator, Human Resources Advisor, Customer Service Specialist and Controller. Shafali brings to this venture a wealth of knowledge in Cost Analysis, Negotiating with various multi-ethnic clients, Personnel Management and various billing and collection processes. She is currently enrolled at Florida International University and is expected to receive a B.B.A. in Finance and International Business in the Summer of 1998.
- **Alan M** is an information technology consultant in the Miami based firm of **Capital Consultants LLP**. His expertise is in the area of hardware and software installation, maintenance and integration. Alex has taken an active role in several enterprise-wide hardware and software upgrades throughout his technical career. He is knowledgeable in several software packages: Novell Netware, Windows NT, Lotus, WordPerfect, Microsoft Office, Visual Basic, etc. He has over four years of experience in the information technology field which is an integral part in our new venture. Alex is expected to graduate from Florida International University with a B.B.A. in Management Information Systems in the Fall of 1998.

Methods of Recordkeeping

The bookkeeping activities will be done electronically through Quicken, thus enabling the two financial partners Ian de Agnelo and Shaun L., to produce the financial reports of the company. At the end of each year all files will be printed and passed to Michele Canino, CPA. Her fees are reasonable and there is a high level of trust, given her prior work history in a major public accounting firm.

The customer base and prospect database will be kept on the software Access from Microsoft, which allows us to keep precise timeliness of our scheduling and manage our accounts accurately. Microsoft Office allows us to perform Word, develop customized Spreadsheets, and develop proposals and presentations for all of our accounts. All the above programs are conveniently available and are easily supported through our Information Management partners.

Insurance

Carrier: ITT Hartford - General Liability and Property coverage's
CIGNA - Professional Liability*

Broker: Tech Insurance
333 W. Campbell Rd., Suite 150
Richardson, TX 75080
info@techinsurance.com

Agent: Jim Cochran

Type of Insurance:

General Liability	1,000,000
Deductible	0
Professional Liability/ Error & Omissions	1,000,000
Deductible	2,500
Annual Premium	297.00
Errors & Omissions Premium	2918.00
State Insurance Taxes & Filing Fee	<u>334.00</u>
Total Annual Premium	3,549.00

* Does not include Patent/Copyright Infringement liability protection

Security

Executive Center provides security for the overall building, including various cameras throughout and an alarm system. In addition, we will be installing an internal system for our office space.

Internal Security

- Maintain control of inventory on a monthly basis (if applicable).
- Reconcile financial statements as a team on a monthly basis.

External Security

- Window sensors
- Motion sensors for the hallways
- Wiring on office entry door
- Connected with the Metro-Dade Police Department

Proprietary Software

- Onsite safe holding original and/or licensed copies of manufacturers software.
- Logs maintaing list of license(s) numbers of above software.
- Copies providing to clients who are in receipt of software, after initial installation.

MARKETING PLAN

CAPITAL CONSULTANTS LLP

- TARGET MARKETING
- COMPETITION
- METHODS OF DISTRIBUTION
- ADVERTISING
- PRICING
- TIMING OF MARKET ENTRY
- LOCATION
- INDUSTRY TRENDS

Target Market

Small / Medium size business with 50 or less employees located in the South Florida area. We define the South Florida area as consisting of the Dade, and Broward metropolitan areas. Primary market will be centered around service and retail/wholesale industries. In the South Florida area, these industries combined represent over 57.2% of the job market. It is these business sectors that **Capital Consultants LLP** will be primarily targeting:

- Commercial Real Estate Developers
- Construction Firms
- Advertising Agencies
- Public Relation Firms
- Architectural Firms
- Engineering Firms
- Temporary Staffing Services
- Airports
- Schools
- Small Start-up Companies

We plan to invest an equal amount of time on each of these business sectors.

Competition

We have identified numerous competitors that offer similar services. These businesses include services in marketing, management, information systems, finance and accounting. However, there are no identified firms that mutually offer both financial and management information systems services for small to medium size clients.

Firms with similar services pursue clients with revenues greater than \$500 million per year:

- Andersen Consulting Information Systems
- KPMG Peat Marwick Information Systems
- Arthur Andersen Financial Services
- Deloitte & Touche Financial Services

The smaller firms identified by the Beacon Council focus on providing specialized services, rather than offering a combined cost effective analysis to small businesses for increased automation and decreased business expenditure.

*** Please see attached for competitors listing***

Methods of Distribution

Computer International Corporation

3040 N.W. 72nd Avenue
Miami, FL 33122

* Suppliers of microcomputer components

* Terms:

Net 15 days 10% discounted from total purchase cost
UPS Ground shipping available at current UPS rates

Data Comm Warehouse

1720 Oak Street
P.O. Box 301
Lakewood, NJ 08701

* Suppliers of networking and telecommunications hardware and software

* Terms:

Net 15 days 15% discounted of total purchase cost
Net 30 days at cost
Overnight delivery via air available for base cost of \$9.95 for 7 pounds plus \$1.25
per pound extra. UPS Next Day Air. Ground delivery available at current UPS
ground rates

CHS - Merisel Inc.

2010 N.W. 84 Avenue
Miami, FL 33122

Net 15 days 15% discounted of total purchase cost

Net 30 days at cost

UPS Ground shipping available at current UPS rates

Advertising

Advertising will begin on Sunday, March 1, 1998 in the Miami Herald and the company's general web page. As of July, advertisements will begin in the Yellow Pages and the Beacon Council's Business Profile Publication for a continuous period of one year. The Beacon Council circulation is as follows:

- 15, 000 company presidents & CEO's
- Top executives in the community
- International Executives abroad
- 3,000 individual inquiries throughout the year
- Ad runs from July 98 - July 99

Advertising Breakdown

<i>Advertisers</i>	<i>Circulation</i>	<i>Cost</i>
Yellow Pages	January - December	\$12,000
Web-Site	January - December	\$1,200
Beacon Council	January - December	\$3,300
Miami Herald	January, April, July, October	\$2,544
	<i>Total</i>	<i>\$19,044</i>

Pricing

**Average industry rate is \$45 - \$55 per hour, based on geographical analysis of the South Florida area.

We will price on a Contingency / Low basis.

Hourly Rates:

Financial Consultants	\$35.00
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Technological Consultants	\$55.00
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*** NOTE: Figures derived from Beacon Council - SIC Report*

Timing of Market Entry

Our projection is to start in the second quarter of 1998 due to business plan coordination and finalizing details of the start-up venture. This will be a profitable and marketable time to analyze our target customer's first quarter financial statements as well as to assess their technical needs.

Industry Trends

Revenue growth for Financial and Technological consulting services has steadily increased from 1996 thru 1997. This growth is expected to continue through 2001 due a variety of program conversions for year 2000.

Consulting Services	Revenue Growth Per Year
Financial	13%
Information Systems	25%

**** Information extracted from:** Revenue growth for Arthur Andersen, Andersen Consulting, KPMG Peat Marwick and American Express and are included in the *Supporting Documents*.

Location

The prime business location targeted for **Capital Consultants LLP** business office is 983 square feet at 7370 NW 36 Street, Miami, Florida 33172. This site was chosen because of its central location in the metropolitan city of Miami as well as for its adequate office space for the four partners, and convenient accessibility to its clients.

Proposed site: Miami, Florida.

Features:

- Office space of 983 sq. ft.
- Located in the corporate business sector of Miami, Dade County's most affluent and growing community.
- Excellent visibility, access and professional image.

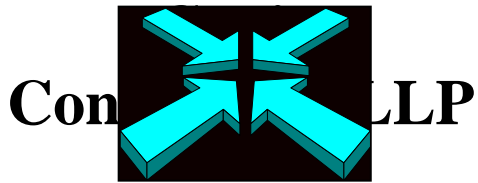
Demographics: **Please see attached**

Leasing Agent: Paladin Real Estate Services
Executive Center
7370 NW 36 Street
Miami, Florida 33172
(305) 592 - 1000

FINANCIAL DOCUMENTS

CAPITAL CONSULTANTS LLP

- THREE - YEAR INCOME PROJECTION
 - PRO FORMA CASH FLOW STATEMENT
 - PROJECTED BALANCE SHEET
 - BREAK - EVEN ANALYSIS
 - PROFIT AND LOSS PROJECTION (INCOME STATEMENT)
 - BALANCE SHEET
 - FINANCIAL STATEMENT
1. SUMMARY
 2. SUPPORTING SPREADSHEETS



Product Price List

Item	Cost	Markup %	Total Markup Cost	Final Price
Cases				
Mini-tower w/200W PS	\$25.00	15%	\$29	\$29
Mid-tower w/230W PS	\$35.00	15%	\$40	\$40
Mid-tower ATX w/250W PS	\$99.00	15%	\$114	\$114
CPUs				
Pentium 120	\$99.99	15%	\$115	\$115
Pentium 133	\$129.00	15%	\$148	\$148
Pentium 166	\$175.00	15%	\$201	\$201
Pentium 200	\$200.00	15%	\$230	\$230
Pentium 200 w/MMX	\$239.00	15%	\$275	\$275
Pentium 233 w/MMX	\$269.00	15%	\$309	\$309
Pentium II 233	\$469.00	15%	\$539	\$539
Pentium II 266	\$529.00	15%	\$608	\$608
Pentium II 300	\$569.00	15%	\$654	\$654
Pentium Pro	\$569.00	15%	\$654	\$654
Cyrix 150	\$79.00	15%	\$91	\$91
Cyrix 166	\$89.00	15%	\$102	\$102
Cyrix 200	\$119.00	15%	\$137	\$137
AMD 166	\$169.00	15%	\$194	\$194
AMD 200	\$189.00	15%	\$217	\$217
Hard Disks				
Seagate 1.7 GB UIDE	\$139.00	15%	\$160	\$160
Seagate 2.1 GB UIDE	\$159.00	15%	\$183	\$183
Seagate 3.2 GB UIDE	\$189.00	15%	\$217	\$217
Seagate 4.3 GB UIDE	\$189.00	15%	\$217	\$217
seagate 6.4 GB UIDE	\$295.00	15%	\$339	\$339
WD 1.6 GB EIDE	\$169.00	15%	\$194	\$194
WD 2.0 GB EIDE	\$179.00	15%	\$206	\$206
WD 2.5 GB EIDE	\$189.00	15%	\$217	\$217
WD 3.1 GB EIDE	\$209.00	15%	\$240	\$240
WD 4.3 GB EIDE	\$259.00	15%	\$298	\$298
Quantum 9.1 GB SCSI-3	\$1,280.00	15%	\$1,472	\$1,472
Motherboards				
VT 502 256kL2 Triton 430FX	\$59.00	15%	\$68	\$68
Alton 440LX AGP PII / MMX	\$107.00	15%	\$123	\$123
Monitors				

15" Tech Media	\$182.00	15%	\$209	\$209
17" Tech Media	\$302.00	15%	\$347	\$347
Software				
Microsoft Office 97 Professional Edition	\$539.00	15%	\$620	\$620
Windows NT Server 4.0	\$349.00	15%	\$401	\$401
Windows NT Workstation 4.0	\$269.00	15%	\$309	\$309
Windows 95	\$99.00	15%	\$114	\$114
Novell Intranetware (5-user)	\$780.00	15%	\$897	\$897
Norton Antivirus	\$70.00	15%	\$81	\$81
ARCserve 6.5 NT Edition	\$329.00	15%	\$378	\$378
ARCserve 6.1 Netware Edition	\$379.00	15%	\$436	\$436
HUBS				
3 Com Superstack II 12 port	\$259.00	15%	\$298	\$298
3 Com Fast Ethernet 8 port	\$369.00	15%	\$424	\$424
Video Cards				
Dynapoint 16bit ISA 1MB	\$35.00	15%	\$40	\$40
Dynapoint PCI 2MB	\$49.00	15%	\$56	\$56
Dynapoint PCI 4MB	\$129.00	15%	\$148	\$148
Keyboard / Mouse				
104 key WIN 95	\$20.00	15%	\$23	\$23
MS Natural Key	\$70.00	15%	\$80	\$80
Logitech Serial / PS2	\$30.00	15%	\$34	\$34
MS IntelliMouse	\$79.00	15%	\$91	\$91
Memory SIMMS				
8 MB 60ns EDO	\$50.00	15%	\$57	\$57
16 MB 60ns EDO	\$59.00	15%	\$68	\$68
32 MB 60ns EDO	\$79.00	15%	\$91	\$91
Network Cards				
3 Com Etherlink III Comp Card	\$69.00	15%	\$79	\$79
Intel Ethernet Combo Card	\$69.00	15%	\$79	\$79
Intel NetPortExpress Pro Combo Print Server	\$159.00	15%	\$183	\$183
Switches				
Siemens Lan Booster 123 Fast Ethernet	\$930.00	15%	\$1,070	\$1,070
Servers				
Compaq Prosignia 200	\$1,969.00	15%	\$2,264	\$2,264
Compaq Prosignia 1500	\$2,700.00	15%	\$3,105	\$3,105
UPS				
APC Smart-UPS 420	\$249.00	15%	\$286	\$286
APC Smart-UPS 1000	\$499.00	15%	\$574	\$574



Capital Consultants LLP



Start Up Costs Sheet.

Item	Supplier	Quantity	\$ / unit	Total cost
Desk / (grey & black)	Quill	4	\$169.99	\$679.96
Visitors Chairs (grey & black)	Wholesale Supply	11	\$73.99	\$813.89
2 Drawer File Cabinets	Quill	4	\$179.99	\$719.96
200 Mhz MMX PC's fully equipped	Data Servicing	4	\$898.00	\$3,592.00
10B2 ThinEthernet cable 500'	Data Comm	1	\$79.99	\$79.99
10B2 / 10BT PCI NIC's	PC Mall	4	\$34.99	\$139.96
APS Backup Unit 400	Data Comm	4	\$129.99	\$519.96
USR Sporster modem 33.6	Global Comp	4	\$77.95	\$311.80
Microsoft Office Pro	Global Comp	4	\$309.95	\$1,239.80
Norton AntiVirus	Global Comp	4	\$49.95	\$199.80
8.5" x 14" White Multi-paper Hammermill	Wholesale Supply	13	\$6.79	\$88.27
HP Fax/Copy/Scan/Color InkJet	Global Comp	1	\$399.00	\$399.00
HP LaserJet 4000se	Global Comp	1	\$1,149.00	\$1,149.00
32-# AT&T Multiline phone w/Spk	Wholesale Supply	4	\$57.99	\$231.96
Total Cost for Office Equipment/Furniture				\$10,165.35
Pens	Quill	36	\$0.26	\$9.36
Correction Fluid	Quill	12	\$0.74	\$8.88
Pencils	Quill	12	\$0.74	\$8.88
Electric Pencil Sharpners	Quill	1	\$13.99	\$13.99
Staplers	Quill	4	\$3.88	\$15.52
Staples	Quill	5	\$0.65	\$3.25
Staple Remover	Quill	4	\$0.40	\$1.60
Scissors	Quill	4	\$3.59	\$14.36

Highlighters	Quill	12	\$0.49	\$5.88
Desk Accosories (organizers)	Quill	4	\$10.04	\$40.16
Manila Folders 8.5" x 14"	Quill	5	\$8.98	\$44.90
Interior Letter Folders	Quill	3	\$11.48	\$34.44
Calc w/ Ribbon Sharp	Quill	2	\$39.97	\$79.94
Floppy Disk HDD Maxell	Quill	60	\$0.59	\$35.40
Subtotal				\$10,482
** Frieght Cost 40%				\$4,193
Start Up Costs				\$14,675
BellSouth				\$400
TOTAL Start Up Cost				\$15,075



	1998	1999	2000
	Start-Up	2nd Year	3rd Year
Start Up Costs			
Business License	\$250	\$250	\$250
Deposit for Lease (1mth)	\$1,150		
General Contractor Fee	\$5,000		
Security System	\$500		
Telephone (Installation)	\$400		
Partnership Agreement Fees	\$1,500		
Software (Business Plan Program)	\$100		
Subtotal	\$8,900	\$250	\$250
Sales/ Revenues			
Financial Sales	\$17,483	\$19,231	\$21,538
Technological Sales	\$25,000	\$30,500	\$35,000
Total Revenues	\$42,483	\$49,731	\$56,538
Variable Expenses			
Advertising/ Marketing			
Beacon Counsel (per annum)	\$3,300	\$3,300	\$3,300
Miami Herald (Sun & Mon)	\$2,544	\$3,180	\$3,975
Web- site	\$1,200	\$1,200	\$1,200
Yellow Pages	\$12,000	\$12,000	\$12,000
Total Selling Expense	\$19,044	\$19,680	\$20,475
Fixed Expenses			
Accounting (End of Year Audit)	\$250	\$250	\$250

Legal (Annually)	\$1,000		\$1,000		\$1,000	
Insurance (Annual Premium)	\$3,549		\$3,620		\$3,655	
Rent (\$1150 / 983 sq ft)	\$13,800		\$13,800		\$13,800	
Security System	\$360		\$360		\$360	
Supplies	\$317		\$750		\$810	
Telephone	\$1,800		\$1,800		\$1,800	
Utilities	\$0		\$0		\$0	
Misc. (Incl. Licenses/Permits)	\$1,000		\$1,000		\$1,000	
Total Administrative Expense		\$22,076		\$22,580		\$22,675
Liabilities						
Accounts Payable	\$0	\$0	\$0	\$0	\$0	\$0
Assets (Long Term Purchases)						
Computer Equipment (4)	\$3,592		\$2,694		\$2,021	
Office Furniture	\$10,165		\$7,624		\$5,718	
Total Assets		\$13,757		\$10,318		\$7,739
Owners Equity						
Partners Investment	\$66,243		\$58,706		\$65,926	
		\$66,243		\$58,706		\$65,926
Depreciation						
Computer Equipment	\$898		\$674		\$505	
Office Furniture	\$2,541	\$3,439	\$1,906	\$2,580	\$1,430	\$1,935
Total Owners Equity						
Cash in Hand	\$58,706		\$65,926		\$79,064	
Accumulated Depreciation	\$3,439		\$2,580		\$1,935	
		\$62,145		\$68,506		\$80,999
TOTAL CASH TO BE PAID OUT			\$63,777		\$42,510	
					\$43,400	

Expected Income / Sales	\$42,483	\$49,731	\$56,538
% Change from Startup		17%	33%
CASH IN HAND	<u>\$58,706</u>	<u>\$65,926</u>	<u>\$79,064</u>

Note: PROJECTED SALES

1st year (1998) Each Consultant invests 60 hrs/
Mth

Financial \$17,483 Apr - *Based on 37 weeks / 54 billable hours per Mth (Approx. 27hrs / Financial
Dec Consultant)
**Dec

Technological \$25,000 Apr - *Based on 2 PCs / Month Sales Only
Dec
**Dec

***Assuming for last 2 weeks in December zero revenue, due to holiday season*

2nd year (1999) As clientele increase, each consultant will increase work hours
respectively

Financial \$19,231 Jan - *Based on Annual 10% growth, due to additional clientele & follow-up
Dec analysis as needed

Technological \$30,500 Jan - *Based on Annual 22% growth from startup due to increase clientele & year 2000
Dec importance

***Assuming for last 2 weeks in December zero revenue, due to holiday season*

3rd year (2000) As clientele increase, each consultant will increase work hours
respectively

Financial \$21,538 Jan - *Based on Annual 12% growth, due to established clientele & name
Dec recognition

Technological \$35,000 Jan - *Based on Annual 40% growth from previous year & year 2000 demand
Dec

***Assuming for last 2 weeks in December zero revenue, due to holiday season*

EQUIPMENT DEPRECIATION 25% Per year

	Pre-Start-Up Jan-Mar 1998	YEAR 1 1998	YEAR 2 1999	YEAR 3 2000	TOTAL 3 YEARS
INCOME					
Sales/Revenues	\$0	\$42,483	\$49,731	\$56,538	\$148,752
Financial Services Sales	\$0	\$17,483	\$19,231	\$21,538	\$58,252
Technological Services Sales	\$0	\$25,000	\$30,500	\$35,000	\$90,500
Cost of Goods Sold	\$0	\$0	\$0	\$0	\$0
a. Purchases of equipment	\$0				\$0
b. Equipment sold	\$0				\$0
GROSS PROFIT ON SALES	\$0	\$42,483	\$49,731	\$56,538	\$148,752
EXPENSES					
Variable(Selling)	\$10,236	\$11,349	\$21,586	\$21,904	\$65,076
Beacon Counsel (per annum)	\$3,300		\$3,300	\$3,300	\$9,900
Miami Herald (Sun & Mon)	\$636	\$1,908	\$3,180	\$3,975	\$9,699
Web-site	\$300	\$900	\$1,200	\$1,200	\$3,600
Yellow Pages	\$6,000	\$6,000	\$12,000	\$12,000	\$36,000
Shipping	\$0		\$0		\$0
Miscellaneous Selling Expense	\$0		\$0		\$0
Depreciation (Office Furniture Assets)	\$0	\$2,541	\$1,906	\$1,429	\$5,877
Start-Up Expense	\$18,607				\$18,607
Capital Purchases	\$10,165				
Computer Equipment	\$3,592				
Improvements	\$3,000				\$3,000
Partnership Agreement Fees	\$1,500				\$1,500
Business Licenses	\$250		\$250	\$250	\$750
Software (Business Plan Program)	\$100				\$100
Fixed(Administrative)	\$10,445	\$14,579	\$23,254	\$23,180	\$71,458
Accounting (End of Year Audit)	\$250		\$250	\$250	\$750
Legal (Annually)	\$500	\$500	\$1,000	\$1,000	\$3,000

Insurance (Annual Premium)	\$3,549		\$3,620	\$3,655	\$10,824
Rent (\$1150 / 983 sq ft)	\$4,600	\$10,350	\$13,800	\$13,800	\$42,550
Security System	\$590	\$270	\$360	\$360	\$1,580
Supplies	\$106	\$211	\$750	\$810	\$1,877
Telephone	\$850	\$1,350	\$1,800	\$1,800	\$5,800
Utilities (Included in Rent)	\$0	\$0	\$0	\$0	\$0
Misc. (Incl. Licenses/Permits)	\$0	\$1,000	\$1,000	\$1,000	\$3,000
Depreciation(Computer Equipment)	\$0	\$898	\$674	\$505	\$2,077
TOTAL OPERATING EXPENSES	\$39,288	\$25,928	\$44,839	\$45,085	\$155,140
NET INCOME OPERATIONS (GPr - Exp)	(\$39,288)	\$16,555	\$4,892	\$11,453	(\$6,388)
OTHER INCOME (Interest Income)	\$0	\$0	\$0	\$0	\$0
OTHER EXPENSE (Interest Expense)	\$0	\$0	\$0	\$0	\$0
NET PROFIT (LOSS) FOR PARTNERSHIP	(\$39,288)	\$16,555	\$4,892	\$11,453	(\$6,388)
PARTNERSHIP: NET PROFIT (LOSS)	(\$39,288)	\$16,555	\$4,892	\$11,453	(\$6,388)

* (Partners taxed individually according to distributive shares of profit or loss)

For the Year 1998	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
BEGINNING CASH BALANCE	\$80,000	\$80,000	\$46,322	\$42,892	\$40,462	\$43,006	\$46,079	\$49,258	\$45,802	\$48,875	\$52,054	\$54,000
INCOME												
1. Sales/Revenues	\$42,483											
a. Financial Services	\$17,483				\$1,943	\$1,943	\$1,943	\$1,943	\$1,943	\$1,943	\$1,943	\$1,943
b. Technological Service	\$25,000				\$2,778	\$2,778	\$2,778	\$2,778	\$2,778	\$2,778	\$2,778	\$2,778
TOTAL CASH AVAILABLE	\$122,483	\$80,000	\$46,322	\$42,892	\$45,183	\$47,726	\$50,799	\$53,979	\$50,522	\$53,595	\$56,775	\$59,000
EXPENSES												
1. Variable Expenses												
Advertising/Marketing												
Beacon Counsel (per annum)	\$3,300	\$3,300										
Miami Herald (Sun & Mon)	\$2,544	\$636			\$636			\$636			\$636	
Web-site	\$1,200	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Yellow Pages	\$12,000	\$6,000						\$6,000				
Subtotal	\$19,044	\$10,036	\$100	\$100	\$736	\$100	\$100	\$6,736	\$100	\$100	\$736	\$100
2. Start Up Cost												
Deposit for Lease (1mth)	\$1,150	\$1,150										
General Contractor Fee	\$3,000	\$1,000	\$1,000	\$1,000								
Security System	\$500	\$500										
Telephone (Installation)	\$400	\$400										
Partnership Agreement Fees	\$1,500	\$1,000	\$500									
Business Licenses	\$250	\$250										
Software (Business Plan Program)	\$100	\$100										
Subtotal	\$6,900	\$4,400	\$1,500	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. Fixed Expenses												
Accounting (End of Year Audit)	\$250											
Legal (Annually)	\$1,000	\$500	\$500									
Insurance (Annual Premium)	\$3,549	\$3,549										
Rent	\$13,800	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150
Security System	\$360	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30

Supplies	\$317	\$106				\$106			\$106			
Telephone	\$1,800	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$
Utilities (Included in Rent)	\$0											
Misc. (Incl. Licenses/Permits)	\$1,000	\$0	\$0	\$0	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$
Total Fixed Expenses	\$22,076	\$5,485	\$1,830	\$1,330	\$1,441	\$1,547	\$1,441	\$1,441	\$1,547	\$1,441	\$1,441	\$1,
Capital Purchases (Office Equipment)	\$10,165	\$10,165										
Equipment (4 Computers)	\$3,592	\$3,592										
Depreciation (4 Computers)	\$898											
Depreciation (Office Equipment)	\$2,541											
TOTAL CASH PAID OUT	\$61,777	\$33,678	\$3,430	\$2,430	\$2,177	\$1,647	\$1,541	\$8,177	\$1,647	\$1,541	\$2,177	\$1,
DEPRECIATION (4 Computers)	\$898											
DEPRECIATION (Office Equipment)	\$2,541											
ENDING CASH BALANCE	\$60,706	\$46,322	\$42,892	\$40,462	\$43,006	\$46,079	\$49,258	\$45,802	\$48,875	\$52,054	\$54,598	\$57,

For the Year 1999	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
BEGINNING CASH BALANCE	\$60,706	\$60,706	\$48,135	\$50,030	\$53,383	\$55,691	\$58,793	\$61,189	\$57,746	\$60,598	\$62,993	\$65,000
INCOME												
1. Sales/Revenues	\$49,731											
a. Financial Services	\$19,231	\$1,479	\$1,479	\$1,850	\$1,850	\$1,850	\$1,479	\$1,849	\$1,849	\$1,479	\$1,849	\$1,849
b. Technological Service	\$30,500	\$2,345	\$2,345	\$2,933	\$2,933	\$2,933	\$2,346	\$2,933	\$2,933	\$2,346	\$2,933	\$2,933
TOTAL CASH AVAILABLE	\$110,437	\$64,530	\$51,960	\$54,813	\$58,166	\$60,473	\$62,619	\$65,971	\$62,528	\$64,423	\$67,775	\$68,000
EXPENSES												
1. Variable Expenses												
Advertising/Marketing												
Beacon Counsel (per annum)	\$3,300	\$3,300										
Miami Herald (Sun & Mon)	\$3,180	\$795			\$795			\$795			\$795	
Web-site	\$1,200	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Yellow Pages	\$12,000	\$6,000						\$6,000				
Subtotal	\$19,680	\$10,195	\$100	\$100	\$895	\$100	\$100	\$6,895	\$100	\$100	\$895	\$100
2. Start Up Cost												
Deposit for Lease (1mth)												
General Contractor Fee												
Security System												
Telephone (Installation)												
Partnership Agreement Fees												
Business Licenses	\$250	\$250										
Software (Business Plan Program)												
Subtotal	\$250	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. Fixed Expenses												
Accounting (End of Year Audit)	\$250											
Legal (Annually)	\$1,000	\$500	\$500									
Insurance (Annual Premium)	\$3,620	\$3,620										
Rent	\$13,800	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150
Security System	\$360	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30

Supplies	\$750	\$250				\$250			\$250			
Telephone	\$1,800	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$
Utilities (Included in Rent)	\$0											
Misc. (Incl. Licenses/Permits)	\$1,000	\$250			\$250				\$250			
Total Fixed Expenses	\$22,580	\$5,950	\$1,830	\$1,330	\$1,580	\$1,580	\$1,330	\$1,330	\$1,830	\$1,330	\$1,330	\$1,
Capital Purchases (Office Equipment)												
Equipment (4 Computers)												
Depreciation (4 Computers)	\$674						\$337					
Depreciation (Office Equipment)	\$1,906						\$953					
TOTAL CASH PAID OUT	\$42,510	\$16,395	\$1,930	\$1,430	\$2,475	\$1,680	\$1,430	\$8,225	\$1,930	\$1,430	\$2,225	\$1,
DEPRECIATION (4 Computers)	\$674						\$337					
DEPRECIATION (Office Equipment)	\$1,906						\$953					
ENDING CASH BALANCE	\$67,927	\$48,135	\$50,030	\$53,383	\$55,691	\$58,793	\$61,189	\$57,746	\$60,598	\$62,993	\$65,550	\$66,

**** Numbers may not add due to rounding**

For the Year 2000	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
BEGINNING CASH BALANCE	\$60,706	\$60,706	\$47,285	\$49,703	\$53,710	\$56,472	\$60,209	\$63,129	\$60,141	\$63,898	\$66,548	\$69,000
INCOME												
1. Sales/Revenues	\$56,538											
a. Financial Services	\$21,538	\$1,656	\$1,656	\$2,071	\$2,071	\$2,071	\$1,657	\$2,071	\$2,071	\$1,657	\$2,071	\$1,657
b. Technological Service	\$35,000	\$2,692	\$2,692	\$3,365	\$3,365	\$3,365	\$2,693	\$3,365	\$3,365	\$2,693	\$3,365	\$2,693
TOTAL CASH AVAILABLE	\$117,244	\$65,054	\$51,633	\$55,140	\$59,146	\$61,909	\$64,559	\$68,565	\$65,578	\$68,248	\$71,984	\$72,000
EXPENSES												
1. Variable Expenses												
Advertising/Marketing												
Beacon Counsel (per annum)	\$3,300	\$3,300										
Miami Herald (Sun & Mon)	\$3,975	\$994			\$994			\$994			\$994	
Web-site	\$1,200	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Yellow Pages	\$12,000	\$6,000						\$6,000				
Subtotal	\$20,475	\$10,394	\$100	\$100	\$1,094	\$100	\$100	\$7,094	\$100	\$100	\$1,094	\$100
2. Start Up Cost												
Deposit for Lease (1mth)												
General Contractor Fee												
Security System												
Telephone (Installation)												
Partnership Agreement Fees												
Business Licenses	\$250	\$250										
Software (Business Plan Program)												
Subtotal	\$250	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. Fixed Expenses												
Accounting (End of Year Audit)	\$250											
Legal (Annually)	\$1,000	\$500	\$500									
Insurance (Annual Premium)	\$3,655	\$3,655										
Rent	\$13,800	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150
Security System	\$13,800	\$1,150	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30

Supplies	\$810	\$270				\$270				\$270		
Telephone	\$1,800	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$
Utilities (Included in Rent)	\$0											
Misc. (Incl. Licenses/Permits)	\$1,000	\$250			\$250				\$250			
Total Fixed Expenses	\$36,115	\$7,125	\$1,830	\$1,330	\$1,580	\$1,600	\$1,330	\$1,330	\$1,580	\$1,600	\$1,330	\$1,
Capital Purchases (Office Equipment)												
Equipment (4 Computers)												
Depreciation (4 Computers)	\$505						\$253					
Depreciation (Office Equipment)	\$1,429						\$715					
TOTAL PAID OUT	\$56,840	\$17,769	\$1,930	\$1,430	\$2,674	\$1,700	\$1,430	\$8,424	\$1,680	\$1,700	\$2,424	\$1,
DEPRECIATION (4 Computers)	\$505						\$253					
DEPRECIATION (Office Equipment)	\$1,429						\$715					
ENDING CASH BALANCE	\$60,404	\$47,285	\$49,703	\$53,710	\$56,472	\$60,209	\$63,129	\$60,141	\$63,898	\$66,548	\$69,560	\$71,

**** Numbers may not add due to rounding**





ASSETS		% of Asset
Current Assets		
Cash	\$60,706	85.47%
Accounts Receivable	\$0	0%
Inventory	\$0	0%
Short Term Investments	\$0	0%
Long Term Investments		
	\$0	0%
Fixed Assets		
Office Equipment	\$7,624	10.73%
Cost	\$10,165	
Less Accum Depr	\$2,541	
Computer Equipment	\$2,694	3.79%
Cost	\$3,592	
Less Acum Depr	\$898	
TOTAL ASSETS	\$71,024	100.00%

LIABILITIES	
Current Liabilities	
Accounts Payable	\$0
Notes Payable	\$0
TOTAL LIABILITIES	\$0

NET WORTH (EQUITY)		% of Net Worth
Partnership		
1. Alan M, 25% Equity	\$17,756	25%
2. Lou M, 25% Equity	\$17,756	25%
3. Ian de Agnelo, 25% Equity	\$17,756	25%
4. Shaun L., 25% Equity	\$17,756	25%
TOTAL NET WORTH	\$71,024	100%

**Assets - Liabilities = Net Worth
and**

Liabilities + Equity = Total Assets

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$$\text{Break Even Point} = \text{Fixed Costs} + \left[\frac{\text{Variable Costs}}{\text{Est. Revenues}} \times \text{Sales} \right]$$

			1999
FC (Fixed Cost)	=	Admin Exp + Interest	\$23,254
VC (Variable Costs)	=	Cost of Goods Sold + Selling Expense	\$21,586
R (Est. Revenues)	=	(Income from sale of Products & Services	\$49,731
1999 BREAK-EVEN POINT			\$41,088
Start-Up 1998 BREAK-EVEN POINT			\$57,481

**Profitability Analysis:
Net Profit Margin**

Income Statement
=Net Profit/Sales

1998

Net Profit	\$16,555
Sales	\$42,483
Net Profit Margin	38.97%

1999

Net Profits	\$4,892
Sales	\$49,731
Net Profit Margin	9.84%

2000

Net Profits	\$11,453
Sales	\$56,538
Net Profit Margin	20.26%

SUPPORTING DOCUMENTS

CAPITAL CONSULTANTS LLP

- PARTNERSHIP AGREEMENT
- PERSONAL RESUMES
- BANK STATEMENTS
- LEASE AGREEMENT
- LETTERS OF REFERENCES
- CONTRACTS
 1. CONTRACT FOR SALE OF GOODS
 2. BILL OF SALE
- DEMOGRAPHICS
- THE BEACON COUNCIL
- 1998 TAX CALENDARS
- INSURANCE QUOTE
- SUPPLIERS COST LIST
- REVENUE GROWTH
 1. ARTHUR ANDERSEN
 2. AMERICAN EXPRESS
 3. KPMG PEAT MARWICK

PARTNERSHIP AGREEMENT

CAPITAL CONSULTANTS LLP

PARTNERSHIP AGREEMENT made on January 8, 1998 between Alan M, Ian de Agnelo, Lou M and Shaun L. of Capital Consultants LLP.

1. **NAME AND BUSINESS.** The parties hereby form a limited liability partnership under the name of Capital Consultants LLP_ to conduct a technological and financial consulting firm. The principal office of the business shall be in 7370 NW 36 Street, Miami Florida.
2. **TERM.** The partnership shall begin on March 2, 1998_ and shall continue until terminated as herein provided.
3. **CAPITAL.** The capital of the partnership shall be contributed in cash by the partners as follows: A separate capital account shall be maintained for each partner. Neither partner shall withdraw any part of his capital account. Upon the demand of either partner, the capital accounts of the partner shall be maintained at all times in the proportions in which the partners share in the profits and losses of the partnership.
4. **PROFIT AND LOSS.** The net profits of the partnership shall be divided equally between the partners and the net losses shall be borne equally by them. A separated income account shall be maintained for each partner. Partnership profits and losses shall be charged or credited to the separate income account of each partner. If a partner has no credit balance in his income account, losses shall be charged to his capital account.

5. SALARIES AND DRAWINGS. Neither partner shall receive any salary for services rendered to the partnership. Once business is profitable, each partner may withdraw the credit balance in his / her income account.
6. INTEREST. No interest shall be paid on the initial contribution to the capital of the partnership or any subsequent contributions of capital.
7. MANAGEMENT DUTIES AND RESTRICTIONS. The partners shall have equal rights in the management of the partnership business, and each partner shall devote 15 hours a week to the conduct of the business. Without the consent of the other partner neither partner shall on behalf of the partnership borrow or lend money, or make, deliver, or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the partnership other than the type of property bought and sold in the regular course of its business.
8. BANKING. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. All withdrawals therefrom are to be made upon checks signed by any one partner pending unanimous internal approval from all partners.
9. BOOKS. The partnership books shall be maintained at the principal office of the partnership, and each partner shall at all times have access thereto. The books shall be kept on a fiscal year basis, commencing January 8, 1998 and ending December 31, 1998 and shall be closed and balanced at the end of each fiscal year. An audit shall be made as of the closing date.
10. VOLUNTARY TERMINATION. The partnership may be dissolved at any time by agreement of the partners, in which event the partners shall proceed with reasonable

promptness to liquidate the business of the partnership. The partnership name shall be sold with the other assets of the business. The assets of the partnership business shall be used and distributed in the following order: (a) to pay or provide for the payment of all partnership liabilities and liquidating expenses and obligations; (b) to equalize the income accounts of the partners; (c) to discharge the balance of the income accounts of the partners; (d) to equalize the capital accounts of the partners; and (e) to discharge the balance of the capital accounts of the partners.

11. DEATH. Upon the death of any one partner, the surviving partners shall have the right either to purchase the interest of the decedent in the partnership or to terminate and liquidate the partnership business. If the surviving partners elect to purchase the decedent's interest, he / she shall serve notice in writing of such election, within three months after the death of the decedent, upon the executor or administrator of the decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last-known address of such heir. (a) If the surviving partners elect to purchase the interest of the decedent in the partnership, the purchase price shall be equal to the decedent's capital account as at the date of his / her death plus the decedent's income account as at the end of the prior fiscal year, increased by his / her share of partnership profits or decreased by his / her share of partnership losses for the period from the beginning of the fiscal year in which his / her death occurred until the end of the calendar month in which his / her death occurred, and decreased by withdrawals charged to his / her income account during such period. No allowance shall be made for goodwill, trade name, patents, or other intangible assets, except as those assets have been reflected on the partnership books immediately prior to the decedent's death; but the survivors

shall nevertheless be entitled to use the trade name of the partnership. (b) Except as herein otherwise stated, the procedure as to liquidation and distribution of the assets of the partnership business shall be the same as stated in paragraph 10 with reference to voluntary termination.

12 ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. In witness whereof the parties have signed this Agreement

Lou M

Ian de Agnelo

Alan M

Shaun L.

BUSINESS CONSULTANT AGREEMENT
Capital Consultants, LLP

This agreement dated _____, is made By and Between _____, whose address is _____, ("Company"), AND _____, whose address is _____, ("Consultant.")

1. Consultation Services. The company hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The consultant will consult with the officers and employees of the company concerning matters relating to the management and organization of the company, their financial policies, the terms and conditions of employment, and generally any matter arising out of the business affairs of the company.

2. Terms of Agreement. This agreement will begin _____ and will end _____. Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery.

3. Time Devoted by Consultant. It is anticipated the consultant will spend approximately _____ in fulfilling its obligations under this contract. The particular amount of time may vary from day to day or week to week. However, the consultant shall devote a minimum of _____ per month to its duties in accordance with this agreement.

4. Place Where Services Will Be Rendered. The consultant will perform most services in accordance with this contract at a location of consultant's discretion. In addition the consultant will perform services on the telephone and at such other places as necessary to perform these services in accordance with this agreement.

5. Payment to Consultant. The consultant will be paid at the rate of \$ _____ per _____ for work performed in accordance with this agreement. However, the consultant will be paid at least \$_____ per month regardless of the amount of time spent in accordance with this agreement. The consultant will submit an itemized statement setting forth the time spent and services rendered, and the company will pay the consultant the amounts due as indicated by statements submitted by the consultant within ten (10) days of receipt.

6. Independent Contractor. Both the company and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

7. Confidential Information. The consultant agrees that any information received by the

consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations.

8. Employment of Others. The company may from time to time request that the consultant arrange for the services of others. All costs to the consultant for those services will be paid by the company but in no event shall the consultant employ others without the prior authorization of the company.

By: _____

By: _____

CONTRACT FOR SALE OF GOODS
Capital Consultants, LLP

Agreement made and entered into this [date] , by and between [name of seller], of [address] [city] , [state] , herein referred to as "Seller", and [name of buyer] , of [address] [city] , [state] , herein referred to as "Buyer".

Seller hereby agrees to transfer and deliver to buyer, on or before [date] , the following goods:

Buyer agrees to accept the goods and pay for them in accordance with the terms of the contract.

Buyer and Seller agree that identification shall not be deemed to have been made until both parties have agreed that the goods in question are to be appropriated and fulfill the requirements of performance of said contract with the buyer.

Buyer agrees to pay for the goods at the time they are delivered and at the place where he receives said goods.

Goods shall be deemed received by buyer when delivered to address of buyer as herein described.

Until such time as said goods have been received by buyer, all risk of loss from any casualty to said goods shall be on seller.

Seller warrants that the goods are now free from any security interest or other lien or encumbrance, that they shall be free from same at the time of delivery, and that he neither knows nor has reason to know of any outstanding title or claim of title hostile to his rights in the goods.

Buyer has the right to examine the goods on arrival and has [number] of days to notify seller of any claim for damages on account of the condition, grade or quality of the goods. That said notice must specifically set forth the basis of his claim, and that his failure to either notice seller within the stipulated period of time or to set forth specifically the basis of his claim will constitute irrevocable acceptance of the goods.

This agreement has been executed in duplicate, whereby both buyer and seller have retained one copy each, on [date] .

[Signatures]

BILL OF SALE
Capital Consultants, LLP

I, _____, of **Capital Consultants LLP**[name of firm] , in the County of _____, State of _____, in consideration of _____ Dollars, (\$ _____), to be paid by _____, of [name of firm], the receipt of which is hereby acknowledged, do hereby grant, sell, transfer and deliver unto _____ the following:

[Description]

To have and to hold the same to _____ and his heirs, executors, administrators, successors and assign, to their use forever.

And I hereby covenant with the grantee that I am the lawful owner of said goods; That they are free from all encumbrances; That I have good right to sell the same as aforesaid; And that I will warrant and defend the same against the lawful claims and demands of all persons.

In witness, whereof, I _____, hereunto set my hand, this ___ day of _____ 19__.