

Fully Operational Bottling Plant in Sarasota, Florida

ONLINE ONLY - Begins: May 8th - Ends: May 15th

Highlights

- Factory is semi-automated with capacities of 1,500 gallons a day or more depending on pack size
- Currently manufacturing sauces, marinades, dressings, & condiments
- Capabilities to pack any liquids from shampoo to cosmetics, vet supplies, windshield washer fluid automotive liquids etc. in glass or plastic from 5 oz. up to one-gallon containers

ONLINE
ONLY

AUCTION

OWNER RETIRING!
Excellent Business Opportunity

BEST BRAND BOTTLERS, INC.

Business, name, phone number, website **bestbrandbottlers.com** and all the equipment!

Unlimited growth potential with the right team!



Preview
6620 19th St, #109,
Sarasota FL 34243
by appointment only

Terms \$1,000 CC hold to bid. \$25,000 deposit due within 24 hours of auction completion. Balance due on or before 20 days. 10% Buyers Premium.. **Disclosure:** Buyers shall rely on their own information, judgement, and inspection of the property and records. All announcements from the Auction block take precedence over any printed or advertised material. This property will be sold subject to any applicable Federal, State, and/or Local Government Regulations. All acreages, measurement, and other figures described in this brochure are approximate and therefore not necessarily to scale. All properties sold AS IS, WHERE IS. Not responsible for accidents or injuries. *Pre-auction offers are accepted. Subject to pre-auction sale, change or withdrawal without notice. M.E. Higgenbotham AU305 AB158

AUCTION/PROPERTY INFORMATION

Online Only Auction!

Starts 9am, May 8, Ends at 3pm, Wednesday May 15

Equipment Location: 6620 19th St, #109, Sarasota FL 34243

Preview: By appointment only

Online/App Terms: Bid Wrangler, \$1,000 CC hold to bid. \$25,000 deposit due withing 24 hours of auction completion. Balance due on or before 20 days. 10% Buyers Premium. The Seller will consult for up to 6 months for a fee.

Lease: 6620 19th St, #109, Sarasota FL 34243

6,360±sf facility with reception area, 2 offices, private restroom with shower, breakroom, kitchen, pantry, public restrooms, and storage Two 3-phase converters, all-natural gas for ovens & boiler. The lease expires April 20th, 2025 and has 2 one year renewal periods with a 3% increase annually. Current rate is \$5,080.05 monthly. Tenant pays all utilities and security deposit.

Pickup: If you do not plan to continue the rental of the building, all items must be picked up by May 30th, 2024.

It will be your responsibility to obtain pickup, packing & shipping for any and all items.

Cost of packaging, shipping, insurance, and any other related costs will be borne by the purchaser.

The auction company will not be responsible for packing your items.

It will be the buyers responsibility and expense to have an electrician remove the transformer and electric panels. You will have 2 weeks following the auction to have all items removed from the premises.

Details: Best Brand Bottlers, Inc. in Sarasota, Florida was established in 2011. Due to health reasons, the seller has decided to retire.

Included is the business equipment, furniture, fixtures and Inventory, stock, business name, phone number, website bestbrandbottlers.com! Huge Potential!

This factory is semi-automated with capacities of one thousand five hundred gallons a day or more depending on pack size. We currently manufacture sauces, marinades, dressings, and condiments but you can pack any liquids from shampoo to cream cosmetics, vet supplies, windshield washer fluid, automotive liquids etc. in glass or plastic from five ounces up to one gallon. Please check out the video on our web site to learn more about what we do. Best Brand Bottlers, Inc.

The building is leased and includes a reception area, employee break room, two private offices, kitchen, storage area with pallet racking. Too many extras to mention!

Unlimited growth potential with the right team.

The services we provide are in high demand.

This factory is in great operational condition. Compressor, boiler, two SS five-hundred-gallon agitated kettles, one two hundred fifty-gallon SS slurry tank, pumps, steam wash down system, ten head automatic filler, auto capper, wash down tunnel, blow dryer, in line Pack Leader shrink band system (Brand New) heat tunnel, automatic labeling system, brand new ink jet code dater. Pallet racking throughout. Three-year-

old forklift with twenty-four-foot reach.

To purchase and install the electric, plumbing, and equipment cost over two million dollars.

GMP and HACCP certified.

Best Brand Bottlers, Inc. FAQ's

(From the website)

How do I go about getting a sauce that I made in my kitchen turned into a product that can be sold in stores?

At Best Brand Bottlers, Inc. we have simplified the process for you. Go to our How to Launch a New Product page (Go to our [Start Ups Page](#)) and you will find step by step instructions that will put you in business quickly.

How do I know that my formula will not be stolen?

Best Brand Bottlers is a faith-based operation and we pride ourselves on our honesty, integrity and ethics. We would never steal your formula and we protect others' recipes as if they were our own. In addition, we will mutually sign a [Confidentiality Agreement](#) which legally binds us to protect your company proprietary information.

How much does it cost per case?

There are many variables that impact production costs. After we gather more information about the requirements for your specific product, we will be in a better position to quote projected costs.

How do I convert my recipe to a production formula?

Best Brand Bottlers, Inc. will handle the conversion for your recipe. Keep your recipe in the most basic commodity form possible... salt, sugar, vegetable oil, black pepper, etc. Remember to accurately record the weights, measures, and steps of your recipe, including temperatures and times if the item is cooked. We will take it from that point and scale your formula up to batch size.

How do I get the product nutrition facts analyzed?

Best Brand Bottlers, Inc. has in-house staff and referral laboratories to assist you with this service.

How do I get my labels designed and printed?

We will be glad to provide referrals to qualified professionals who handle these services.

How do I select a package?

Package selection is driven by many variables including type of sauce, target market, order volume, distribution requirements, container design, cost, and availability. We will work with you to identify an effective, efficient, and attractive container that best achieves your needs.

How do I go about selling my product?

Know your market and don't hesitate to launch an assertive sales plan. Be confident and positive. Make sales calls. Every store, restaurant and grocery chain operate differently, so don't be hesitant to call and ask for a presentation or an order. Even the big box stores will talk to the "little guys" and often turn them into the "big guys".

What are the services you are contracting for?

The services that you will be contracting for vary from customer to customer, but usually they include the following:

1. pH testing. This is so we can be sure we are authorized to manufacture your product for you.
 2. Recipe Replication. This is so we can be sure we can recreate your recipe to your satisfaction.
 3. Formula Creation. This is so we can be sure that we can manufacture your recipe on a large scale.
 4. Nutrition Analysis and Ingredients Statement. This is to provide your nutrition panel and ingredients for inclusion on your label.
 5. Food Processing Authority Letter. This is to provide a Food Processing Authority Letter, which is transferrable, and any co-packer should be able to manufacture your product with a copy of this letter. We work with you and an independent lab.
 6. Pricing. This is to provide you with a per case price for the minimum run and one price break for twenty pallets and up.
 7. Manufacturing Package. This is to provide a full package of all the information that I mentioned above in both soft and hard copies. After all, it is your recipe and your product.
- Where are records to be kept? We keep all production run copies on our premises in both soft and hard copy.
 - How will final product quality be checked? The two things that we must check for during the production process are pH and temperature. After production we check to make sure that the lid/cap for each and every unit has a vacuum seal and/or tamper proof shrink bands.
 - What ingredients and supplies are you responsible for purchasing or providing? This depends on the type of co-packing job we will be performing for you and is negotiable. For example, a toll packing job is when you

simply wish to have us manufacture your product and you purchase everything, have it delivered to us, and we do the rest.

- Will there be samples furnished for your approval prior to the first production run? Will there be storage/stability or finished product tests? During our R&D process we produce samples for your approval before the first production run. We keep one unit for quality control for the life of the product.
 - Are you to be present and consulted during processing plant runs? If so, are you covered under insurance or Workmen's Compensation? Due to liability concerns, we do not allow customers in the production facility during production.
 - Will you have any coverage under the manufacturer's product liability insurance? If so, what will it be? We have a \$3M product liability insurance policy. Note that it will be necessary for you to provide your own liability insurance to sell your product.
 - What are the critical factors which must be met in processing, such as pH, packing temperatures, or heat processing? Require documentation that these have been measured and met. Our critical factors are pH and temperatures. We check these factors during the production process and document them on our production worksheets, which we keep on file in hardcopy and softcopy.
 - Are ingredient substitutions accepted? What are the limits? Are these covered in your ingredient specifications? Note that manipulation of ingredients may render your ingredient statement or nutritional information on your label inadequate. During the R&D process we work with you on ingredient specification and recommend ingredient substitutions. This is critical to your recipe replication and production formula. We won't change ingredients without your approval. In most cases ingredient substitutions are mostly made regarding availability and sources.
 - The contract should note scheduled processes which must be filed and certifications which must be obtained. If the product is listed under a marketing program such as "Fresh From Florida" there must be certification of use of required ingredients. Our contract notes this. We are a participant in the Fresh from Florida program.
 - What is the delivery date of the finished product? Must it be immediately removed from the premises? We require a 4-week lead time for production, and we prefer that the product is removed immediately. We work with you to arrange freight shipments from our facility to your facility or distribution center.
 - What are the payment terms? Our payment terms are 50% down and the remainder on delivery.
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EQUIPMENT LIST

1,520 sq. ft. Pallet racking. Plus, additional racking in storage for expansion if needed.

UniCarriers Forklift. Model: mcp1F2A25LV/Serial NO: CP1F2-9W27287 MAST: 3F 475/ Side shift. \$35,000.

Compressor three phase 250 psi. \$8,000.

Sixty HP Kewanee Boiler natural gas fired. \$42,000. Before installation and shipping. \$92,000 after installation.

Soft water treatment system.

Boiler overflow makeup tank with high pressure water fill pump. \$5,000.

Two three phase junction converters. Installed \$12,000.

Water filtration and metered flow system.

Exhaust fan system.

Four-hundred-gallon Hamilton jacketed dual agitation kettle. Serial NO: F-1684.

Five-hundred-gallon Will Flow agitated kettle. Serial NO: 36786

Two food grade diaphragm pumps. One never used.

All electrical installed and ready with room for expansion.

All plumbing installed and ready to use.

All steam pipping installed and ready to use with room for expansion.

One high speed shear pump installed and ready to use.

One two-hundred-fifty-gallon slurry tank with high-speed mixer ready to use.

One Perma-San Stainless Steel Tank with all fittings ready to use.

Brand new steam wash down system installed and never used. \$12,500.

One BalPack turn table 42 inch.

One Cresse ten head filling system does sixty a minute plus with multiple size filling heads. Paid \$36,000.

One Inline cap elevator. Paid \$11,000.

One Inline capping system for CT or Lug from 13mm to 82mm and up. Paid \$14,000.

One #10 Pneumatic crown punch. Paid \$4,000. All air systems are in place for diaphragm pumps and all pneumatic systems.

Three compartment sinks with automatic soap and sanitizer dispensing system with grease trap installed.

Many SS racking shelves on wheels for easy use.

Employee hand wash sink with foot pedals.

One twelve-foot transfer conveyor Balpack.

One fifteen feet by four foot all SS wash down conveyor is plumbed in and operational.

One blow-dries system.

One brand new Pack Leader shrink sleeve system with two mandrels. One @ 26mm and one @ 56mm. Also does FBSS and operates @ 120 UPM. \$60,000.

One electric shrink tunnel. \$3,000.

One Aesus inline labeling system. \$65,000.

One accumulation table.

One brand new Leibinger Jet 2 code dater. \$10,000.

One Quick Label printer QL850 \$14,000.00

One fifty-five-gallon drum dump.

Beautiful Research and development kitchen with gas appliances. All scales and Ph units included.

Air-Conditioned storage room for label and shrinks materials.

One private VIP bathroom with shower.

Employee break room with tables chairs and BR and utility closet and employee lockers.

A very spacious reception area with two private offices.

Quick Label QL-850 label printing system. Cost \$14,000.00.

Additional computers, printers, and office equipment.

Too many miscellaneous parts, tools, and backup supplies to mention.

2. **Option to renew** Tenant shall have the right to renew this Agreement under the following conditions: Tenant shall have the right of option to renew this Lease Agreement by giving written notice via certified mail to the Landlord no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period.

Tenant shall have a total of Two (2) one year renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described.

3. **LATE CHARGE.** All rents are due on or before the first of the month. There are penalties for late payments. If any installment of minimum rent due hereunder is not paid by the first (1st) day of the applicable month, then Tenant shall pay to Landlord, in addition to the minimum rent due, a late fee in the amount of 10% of the monthly rent amount per occurrence if payment is not made after the 1st day after it is due.

4. **RETURNED CHECKS (NSF).** If the Tenant attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Tenant will be subject to a fee of \$50 in addition to any late fee.

5. **SECURITY DEPOSIT.** Tenant has deposited with the Landlord the sum of \$5,500 , as security for the faithful performance and observance by Tenant of the terms, provisions, and conditions of this Lease. In the event Tenant defaults in the respect of any of the terms, provisions and conditions of this Lease, Landlord may use, apply, or retain the whole or any part of the security so deposited to the extent required to extend by reason of Tenant's default and Tenant, upon notice from Landlord, shall immediately restore said deposit to its original sum. In the event Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security deposit, less any amount expended by Landlord as set forth herein, shall be returned to Tenant after timely redelivery of possession of the Demised Premises to Landlord. In the event that the term of this Lease is extended, Landlord may retain the security deposit for the renewal period. No interest shall be paid on any rent or deposit.

5. **USE OF DEMISED PREMISES.** Tenant agrees to operate and conduct its business in compliance with all applicable laws, rules, orders, ordinances, regulations, zoning, statutes, and other regulations or other requirements, present or future which are applicable to the Demised Premises and shall use the Demised Premises for office purposes only and for no other use without Landlord's written consent. Tenant agrees to operate its business in the Demised Premises during normal business hours during the entire term, and to conduct its business in a reputable manner. Tenant agrees to pay all costs and expenses incidental to compliance with such rules and regulations and agrees to indemnify and save harmless the Landlord against any and all judgments, decrees, penalties, cost and expenses, by reason of Tenant's non-compliance. Tenant further hereby agrees that there will be no items stored on the exterior of the Demised Premises. Sale of tobacco, alcohol, drugs, adult entertainment, gas station is prohibited.

6. **ASSIGNMENT AND SUBLETTING.** This Lease may not be assigned, and the Demised Premises may not be sublet without the prior written approval or consent of Landlord, which consent will not be unreasonably withheld.

7. **INSURANCE.** Tenant agrees to procure and continue in force, in the name of the Landlord and the Tenant, general liability insurance against any and all claims for injuries to persons or property occurring in, upon, or about, the Demised Premises, including all damage from signs, glass, awnings, fixtures or other appurtenances on the Demised Premises during the term of this Lease at Tenant's own cost and expense. Such insurance at all times shall be in the amount not less than \$1,000,000.00 for injury to or death of one or more persons in any one occurrence and \$1,000,000.00 for damage to or destruction of property in any one occurrence. Tenant shall deliver to Landlord the customary certificates evidencing paid up insurance which are issued by the insurance companies.

8. **DEFAULT AND TERMINATION.** If the Demised Premises shall be deserted or vacated for a period of ten (10) consecutive days, or if Tenant shall not pay the rent, or any part thereof, or any other amounts due hereunder, required by the terms hereof to be paid by Tenant unto Landlord, within five (5) days after the such payment is due; or if Tenant shall be adjudged, voluntarily or involuntarily bankrupt, or make an assignment of the benefit of creditors, or take the benefit of any insolvency act, or if a receiver should be appointed for or against Tenant, or if Tenant should default in the performance of any other covenant, agreement, condition, rule or regulation herein contained, or hereafter established, or in the payment of any other sums on the part of the Tenant for more than ten (10) days, or if Tenant shall assign this Lease or sublet the Demised Premises in violation of the term of this Lease, then, in any such events, Landlord may at its option terminate and end this Lease and re-enter or repossess the Demised Premises without the necessity for giving notice or taking legal proceedings to accomplish such re-entry or repossession, and dispossess and removes therefrom Tenant or other occupants hereof and their effects without being liable to any prosecution therefore upon such termination and at Landlord's option (1) all right, title and interest of Tenant under this Lease shall end and Tenant shall become a tenant at sufferance, (2) Landlord may take possession of the Demised Premises and rent the same for the account of Tenant, and Tenant shall pay Landlord the difference between the rent hereby reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such re-letting of such portion of the term, (3) allow the Demised Premises to remain unoccupied and collect rent and other amounts due hereunder as they become due; or (4) declare all rent, additional rent, taxes and other amounts due and coming due under this Lease for the entire remaining Term hereof, together with all other amounts previously due, at once. The exercise by Landlord of any of the options herein contained shall be in addition to all other remedies provided by law and shall not constitute an election of remedies or preclude pursuit of any other remedy provided by law or in equity, separately or concurrently or in any combination. If in any action instituted by Landlord to enforce this Lease, or any part hereof, to recover any sums owing hereunder, for any default hereunder, or to prevent violation hereof, Landlord shall be entitled to recover reasonable attorney fees (whether for negotiations, trial, appellate or other legal services) and court costs from Tenant.

9. **SUBORDINATION OF LEASE.** This Lease and all of the rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages now in force or hereafter placed on the Demised Premises, or any part thereof, or the real property of which the Demised Premises form a part, or the project (except the Tenant's property or trade fixtures), and to any renewals, modifications, consolidations, replacements, extensions or substitution of any mortgage, or mortgages made or to be made upon the security hereof (all of which are hereinafter termed the "Mortgage" or "Mortgages"). Such subordination shall be automatic without the execution of any further subordination agreements by the Tenant. If, however, a written Subordination Agreement consistent with this provision is required by any mortgage, Tenant agrees to execute, acknowledge and deliver the same upon the request of Landlord, and in the event of failure to do so, the Landlord may, in addition to any other remedies for breach of covenant hereunder, be hereby irrevocably constituted as Tenant's attorney-in-fact for such

purpose and acknowledges that the power granted is a power coupled with an interest.

10. MAINTENANCE AND REPAIR. Tenant shall keep and maintain the interior of the Demised Premises in good order, condition and repair, including without limitation, interior walls, partitions, floors, ceiling, and all interior building appliances, fixtures, HVAC and similar equipment (where applicable), within the Demised Premises, except for reasonable use and wear, or damage by fire or other casualty not occasioned by any negligent or intentional act or omission of Tenant or its representatives, invitees and guests, or when repairs become necessary through structural defects.

11. ACCESS TO PREMISES BY LANDLORD. Landlord, or any of his agents, shall have the right to enter said Demised Premises during all reasonable hours, to examine the same, to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, at any time during the term of this Lease. The entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement.

12. UTILITIES. Tenant covenants and agrees that Tenant shall be responsible to pay for their own telephone and internet cost, in addition to individual monthly trash/electric/pest control costs. Water/Sewer will be paid by the Landlord and charged to the tenant once every three months.

13. HVAC MAINTENANCE Landlord will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the Premises exclusive of any such equipment or part thereof which has been installed by Tenant, in which case the Tenant shall be responsible for such maintenance. Tenant shall reimburse the Landlord, as Additional Rent, for the cost of such maintenance and inspection. (Currently this service is provided by AC Today, on a quarterly basis) This includes only HVAC units for office spaces, installed by landlord, any other HVAC units are the responsibility of the tenant.

14. COMMON AREA MAINTENANCE (CAM's) - Landlord shall be responsible for all costs related to the parking area maintenance and landscaping.

15. REAL ESTATE TAXES - Landlord shall pay, during the term of this Lease, the real estate taxes and special taxes and assessments (collectively, the "taxes") attributable to the premises and accruing during such term.

16. PARKING. Parking shall be provided to the Tenant in a shared manner provided on the Premises. Currently, there is no set number of parking spaces provided to the Tenant. There shall be no fee charged to the Lessee for the use of the Parking Space(s). Long term parking or vehicle storage in said parking spots is not permitted. In the future there may be an assignment (number and location) of parking spots based on the square footage of the demised premises.

17. IMPROVEMENTS. All improvements made to the Demised Premises by Tenant shall be subject to the prior written approval of Landlord. At the expiration or termination of this Lease, any improvements, except trade fixtures, installed upon or attached to the Demised Premises shall become the property of the Landlord. All trade fixtures and equipment owned by the Tenant and installed or placed by the Tenant on the Demised Premises may be removed by Tenant at the expiration of the Lease Term, provided the Tenant has paid all rent and complied with all conditions contained in this Lease.

18. MECHANIC LIENS. Tenant shall not cause Demised Premises to become subject to Mechanic's Liens resulting from non-payment by Tenant of contractors, subcontractors, or materialmen. If any Mechanic's, or other liens, are filed against the Demised Premises, or any building or improvements thereon, by reason of alteration or addition made or alleged to have been made by or for the Tenant, Tenant shall have such Mechanic's or other liens canceled and discharged of record and shall defend on behalf of the Landlord, at Tenant's sole cost and expense, any action, suit or proceeding which may be brought for enforcement of such liens, and Tenant will pay any damage, satisfactory discharge, or any judgment in such proceeding, and save harmless the Landlord from any claim, attorney's fees or damage therefrom. If Tenant fails to have removed any mechanic's or other liens within thirty (30) days' notice given by Landlord, Landlord shall have the right to remove the same payment or otherwise, and all sums expended by Landlord for such removal, including attorney's fees, shall be paid by Tenant to Landlord upon demand.

19. SURRENDER OF PREMISES AND HOLDOVER. Tenant shall surrender to Landlord possession of the Demised Premises upon the expiration of the Term or the termination of this Lease in as good condition and repair as the date of commencement of the Initial Term, ordinary wear and tear excepted. If Tenant remains in possession of the Demised Premises after the expiration of the Term of this Lease without the express written consent of Landlord, Tenant shall be a tenant at sufferance and monthly rental shall be payable in an amount equal to double the then current monthly rental for any period during which Tenant shall hold the Demised Premises after the expiration of the Term.

20. RADON GAS. Pursuant to §404.056(6), Florida Statutes, the following notification is provided:

Radon Gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

17. INDEMNIFICATION. Tenant shall indemnify and hold Landlord harmless from and against all loss, cost, expense, and liability whatsoever (including Landlord's costs of defending against the foregoing, such cost to include reasonable attorneys' fees) resulting from or occurring by reason of the acts or omissions of Tenant, its agents and employees, arising by, through or as a result of Tenant's use or occupancy of the Demised Premises.

18 HAZARDOUS MATERIALS. As used in this Lease, the term "Hazardous Materials" shall mean any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials", or "toxic substances", now or subsequently regulated under any federal, state or local laws, regulations or ordinances including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any other products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, handled, stored, treated, discharged, released, spilled or disposed of on, in, under or about the

Premises by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees or invitees. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant, its affiliates, agents, employees, contractors, sublessee, assignees or invitees. The rights and obligations of Landlord and Tenant under this article shall survive the expiration or earlier termination of this Lease.

19. **NOTICE.** Any notice given or required to be given in connection with this Lease Agreement shall be mailed, certified, return receipt requested, to Landlord at 6620 19th St. E – Suite 103, Sarasota, Florida 34243, and to Tenant at 6620 19th St. E. Suite 109 Sarasota, FL 34243 or such address as either party may direct in writing.

20. **PARAGRAPH TITLES.** Paragraph titles used herein are solely for convenience and are not to be used in interpreting particular provisions hereof.

21. **MISCELLANEOUS PROVISIONS AND DEFINITIONS.** All of the terms and provisions hereof shall be binding upon, and the benefits inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns. The terms "Tenant" and "Landlord" shall include all parties so designated herein, their respective heirs, devisees, personal representatives, successors and assigns. Whenever used herein, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Lease and all instruments or documents relating to same and references herein shall be construed under Florida law. The venue of any action or suit brought in connection herewith shall be in the county wherein the Demised Premises are situated.

22. **SIGNS.** Tenant shall have the right to install and maintain at its own expense an exterior or door sign with Tenant's insignia and trade name subject to the prior written approval of the Landlord as to dimension, location, and design; provided however, that nothing in this Lease shall be construed to permit Tenant to affix any sign to the roof of the Demised Premises. Landlord shall not unreasonably withhold its consent to Tenant's placement of the sign on a storefront if such is in general conformity to this agreement.

Landlord shall be allowed to place "for lease signs" on the tenant's Demised Premises at least sixty days prior to the expiration of the lease term or if tenant is in default.

23. **PETS.** No pets shall be allowed on the premises without the prior written permission of Tenant unless said pet is required for reasons of disability under the Americans with Disability Act.

24. **ESTOPPEL CERTIFICATE.** Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm or corporation specified by Landlord, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Tenant under this Lease and, if so, specifying each such default.

25. **DAMAGE OR DESTRUCTION BY FIRE, WAR OR ACTS OF GOD.** The Landlord shall be excused for the period of any delay in the performance of any obligations under this Agreement when prevented from so doing by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, acts of war, fire or other casualty, acts of God (including hurricane), governmental regulations or controls, or the inability to obtain any material or services. If the Demised Premises are destroyed or damaged by fire, acts of war, or acts of God (including hurricane) to such an extent that they are rendered un-tenantable in whole or in substantial parts, Landlord has the option of rebuilding or repairing the same by giving written notice to tenant, within sixty (60) days after the occurrence, of damage, of its intention to rebuild or repair the Demised Premises and does so without unnecessary delay. Tenant shall be bound by this Lease, except such a period, the rent of the Demised Premises shall be abated in the proportion that the portion of the Demised Premises rendered unfit for occupancy by Tenant shall bear to the whole of the Demised Premises. The rent shall be abated in proportion to the nature and extent of damages and the resultant impairment of the use (diminution of value) that Tenant can reasonably make of the Demised Premises. Tenant shall have the option to terminate this Lease if repairs are not accomplished within one hundred (180) days from the date Landlord notifies Tenant of its intent to rebuild or repair, or Tenant will be entitled to abatement of total rent if the nature of the casualty is such as to render the Demised Premises unfit for use set forth herein, or Tenant may terminate the Lease as is reasonably determined by Tenant that the Demised Premises are no longer suited for the intended purpose.

26. **FINANCIAL STATEMENTS.** N/A

27. **LIABILITY OF LANDLORD.** Tenant shall look solely to the property of the Landlord as set forth in "Exhibit A" for the collection of any judgment or in connection with any other judicial process, requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord and no other property or estates of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies and rights under this Lease.

28. **ENTIRE AGREEMENT.** This Lease embodies the entire Agreement of the parties, and shall not be altered, changed or modified in any respect, except by an instrument of equal dignity to this instrument. This Lease shall not be recorded. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

29. **EMINENT DOMAIN.** Tenant shall not be entitled to any awards made in any eminent domain proceedings with the Demised Premises for its leasehold therein; provided further, that nothing herein contained shall be construed to affect the right of the Tenant to recover for any loss or damage which it may suffer by reason of loss of business, or interruption of business, which result from any such condemnation or eminent domain proceedings.

30. **PERSONAL GUARANTEE BY THIRD (3RD) PARTY.** This Lease Agreement shall be personally guaranteed by Tenant guarantee. Tenant guarantee referred to as the "3rd Party Guarantor", and shall unconditionally guarantee the payment of the rent along with any other financial duties or obligations. The 3rd Party Guarantor agrees that Landlord is not first required to enforce against the

Tenant, or any other Guarantor, the liability, obligation, or duty guaranteed by this Lease Agreement before seeking enforcement thereof against the 3rd Party Guarantor. A lawsuit may be brought and maintained against the 3rd Party Guarantor by the Landlord to enforce any liability, obligation or duty guaranteed by this Lease Agreement without the necessity of joining the Tenant or any other individual in the lawsuit. It is expressly agreed and understood that the 3rd Party Guarantor unconditionally guarantees the performance under this Lease Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE TO FOLLOW

LANDLORD SIGNATURE

Signature _____ Date _____

Joachim Schanz, Schanz Business Park, LLC

TENANT SIGNATURE

Signature _____ Date _____

Name: _____, Tenant: _____

GUARANTOR SIGNATURE

Signature _____ Date _____

Name: _____

Address:

Street _____

City, Zip State: _____

ACKNOWLEDGMENT OF NOTARY PUBLIC (Landlord)

State of _____

County of _____, ss.

On this ___ day of _____, 20___, before me appeared _____, as the Landlord of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: _____

Print Name: _____ My commission expires: _____

(Seal)

ACKNOWLEDGMENT OF NOTARY PUBLIC (Tenant)

State of _____

County of _____, ss.

On this ___ day of _____, 20___, before me appeared _____, as the Tenant of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: _____

Print Name: _____ My commission expires: _____

(Seal)

ACKNOWLEDGMENT OF NOTARY PUBLIC (GUARANTOR)

State of _____

County of _____, ss.

On this ____ day of _____, 20__, before me appeared _____, as the GUARANTOR of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: _____

Print Name: _____ My commission expires: _____

(Seal)