

**Martin County Airport/Witham Field
FIRST AMENDMENT TO OFFICE LEASE**

THIS FIRST AMENDMENT TO OFFICE LEASE (the “Amendment”) entered into as of September 24, 2025, by and between MARTIN COUNTY, a political subdivision of the State of Florida (the “County”), and LIBERATOR MEDICAL SUPPLY, INC., a for-profit organization organized and existing under the laws of the State of Florida (“Lessee”). The aforementioned parties are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WITNESSETH:

WHEREAS, the County owns and operates the Martin County Airport/Witham Field in Stuart, Martin County, Florida (the “Airport”); and

WHEREAS, by Office Lease dated June 21, 2022 (the “original Lease”), the County did lease to Lessee two buildings (Building 29 and Building 30) located at the Martin County Airport/Witham Field; and

WHEREAS, Lessee is desirous of exercising a renewal option for one (1) renewal term of two (2) years in accordance with the terms and conditions of the original Lease and this Amendment; and

WHEREAS, Lessee is desirous of removing Building 29 from the original Lease and only leasing the building located at 1823 SE Airport Road, Stuart, Martin County, Florida 34996, known as Building 30, (the “Premises”) at the Airport in accordance with the terms and conditions of the original Lease and this Amendment; and

NOW THEREFORE, in consideration of the foregoing, and of the Premises, and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby jointly and severally acknowledged, and the covenants, promises, representations, guarantees and the agreements herein contained, it is mutually agreed between the Parties that the Office Lease dated June 21, 2022 shall be amended as follows:

A. Any reference to 1921 SE Airport Road, Stuart, Florida 34996, also known as Building 29, shall be removed from the original Lease.

B. Exhibits “A” and “B” to the original Lease shall be replaced with Exhibits “A” and “B”, as attached hereto.

C. Any mention of the leased “Premises” shall mean Building 30, for a total of 24,000 square feet, as evidenced in Exhibit “BB”.

D. Section 3.1 shall be replaced with the following:

3.1 The Premises is leased for a term of two (2) years, to commence on October 1, 2025 (“Commencement Date”) and to end at 5:00

P.M. on September 30, 2027, or on such earlier time and date as this Lease may terminate as provided below.

E. Sections 8.1 and 8.2 shall be replaced with the following:

8.1 Lessee's Duty to Maintain. Lessee will, at its own cost and expense, maintain the Premises (except that part the County has agreed to maintain) in good and leasable condition, and make all repairs to the Premises as needed. Lessee's obligations under this Section shall include, but not be limited to, modifying, repairing and maintaining items as required by and in compliance with any governmental agency and all laws having jurisdiction thereof (whether the same is ordinary or extraordinary, foreseen or unforeseen), (subject to Section 8.2 of this Lease) interior walls and glass, and the interior portions of exterior walls, ceilings, pipes and conduits within the Premises, all fixtures, HVAC equipment (whether such HVAC equipment is located inside or outside the Premises), sprinkler equipment, and other equipment within the Premises, interior doors and all interior glass, all of Lessee's signs, locks and closing devices, and all window sashes, casement or frames, interior doors and door frames; provided that Lessee shall make no adjustment, alteration or repair of any part of any sprinkler or sprinkler alarm system in or serving the Premises without the County's prior approval. Lessee shall contract with a service company approved by the County for the preventive maintenance of the HVAC and a copy of the service contract (which contract shall be subject to the County's approval) shall be furnished by Lessee to the County within ten (10) days after the Commencement Date of this Lease, and a copy of any subsequent contract shall be furnished by Lessee to the County within ten (10) days after the same becomes effective. Such service contract must provide for at least two (2) visits, inspections and services each year, with a copy of the resulting inspection reports being sent to the Airport Director. Lessee shall regularly change the filters in accordance with the HVAC equipment manufacturers' recommendations and requirements. All broken interior glass shall be promptly replaced by Lessee with glass of the same kind, size and quality. Lessee shall permit no waste, damage or injury to the Premises and Lessee shall initiate and carry out a program of regular maintenance and routine repairs with respect to the Premises, including the painting or refinishing of all areas of the interior, so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in a condition substantially similar to that existing as of the date of this Lease. Lessee will not overload the electrical wiring serving the Premises and will install, at its expense, with the County's written approval, any additional electrical wiring required in connection with Lessee's apparatus. The County shall be under no obligation to make any repairs, replacements, reconstruction, alterations, or improvements to or upon the Premises or the mechanical equipment exclusively serving the Premises except as expressly provided for herein.

8.2 The County's Duty to Maintain. The County will keep the exterior walls and structural elements of the Premises, roof and roof drains, all pipes and conduits outside the Premises between the Premises and the service meter, exterior doors and exterior glass, in good repair. The County shall not in any way be liable to Lessee on account of its failure to make repairs or replacements unless Lessee shall have given the County written notice and afforded the County a reasonable opportunity to affect the same after such written notice.

F. The place for giving notice in Section 26 shall be replaced with the following:

FOR COUNTY:

Martin County Airport Director
Witham Field (SUA)
2011 Southeast Airport Road
Stuart, Florida 34996
Attn: Airport Director
Email: amcbean@martin.fl.us
Telephone: (772) 221-1458

With a copy to:

Martin County Administrative Offices
2401 SE Monterey Road
Stuart, Florida 34996
Attn: Real Property Manager
Email: real_property@martin.fl.us
Telephone: (772) 221-2354

FOR LESSEE:

Liberator Medical Supply, Inc.
1921 SE Airport Road
Stuart, FL 34996
Attn.: Mohammad Tariq, General Manager
Email: Mohammad.Tariq@LiberatorMedical.com

With copies to:

Becton, Dickinson and Company
1 Becton Drive
Franklin Lakes, NJ 07417
Attn: Rachelle Vopal; Senior Manager, Global Estate
Email: rachelle.vopal@bd.com

and

Becton, Dickinson and Company
Law Group
1 Becton Drive
Franklin Lakes, NJ 07417
Attn: General Counsel
Email: adam.rappaport@bd.com

G. Section 44.4 shall be added to the Lease to state:

44.4 Nothing contained in this Lease shall be deemed or otherwise interpreted as waiving the County's sovereign immunity protections existing under the laws of the State of Florida or extending or increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

H. This Amendment may only be modified by written instrument executed by the Parties hereto.

I. In all other respects, the terms and conditions of the original Lease between the Parties dated June 21, 2022 shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this First Amendment to Office Lease as of this _____ day of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

ELYSSE A. ELDER, ACTING COUNTY
ATTORNEY

LESSEE:

LIBERATOR MEDICAL SUPPLY, INC.

By: [Signature]

Print Name: Mohammad Tarig

Title: G-M - Liberator

WITNESSES:

[Signature]
Signature

Print Name: Jose Victoria

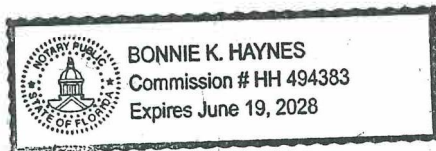
[Signature]
Signature

Print Name: Ernesto Saenz

STATE OF Florida

COUNTY OF Martin

The foregoing instrument was acknowledged before me this 25 day of September, 2025, by Mohammad Tarig as General Manager of Liberator Medical Supply, Inc. by (☒) means of physical presence or () online notarization. He/She is (☒) personally known to me or () has produced _____ as identification.



[Signature]
Notary Public, State of Florida
Print Name: Bonnie K Haynes
My Commission Expires: 6/19/28

EXHIBIT “A”

RENT and CAM Schedule

RENT

DATES	ANNUAL	MONTHLY
October 1, 2025 – September 30, 2026	\$240,000.00	\$20,000.00
October 1, 2026 – September 30, 2027	\$247,200.00	\$20,600.00

CAM

DATES	ANNUAL	MONTHLY
October 1, 2025 – September 30, 2026	\$42,280.00	\$3,523.00
October 1, 2026 – September 30, 2027	\$43,548.40	\$3,629.03

MARTIN COUNTY, STUART, FLORIDA
2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5928

DWG. NAME: 25-004.DWG

I M.C. PROJ. NO. 25-004

I SHEET NO. **1 OF 4**

EXHIBIT "B"

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON COMMERCIAL LEASE AT WITHAM FIELD, AS RECORDED IN OFFICIAL RECORDS BOOK 1068, PAGE 750, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 - 4, SHEETS 3 AND 4 BEING A SKETCH.
B. WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR.
3. BEARING BASIS IS NORTH 89°57'21" WEST ALONG THE NORTH SECTION LINE OF SECTION 15, TOWNSHIP 30 SOUTH, RANGE 41 EAST AND ALL OTHERS ARE RELATIVE TO SAID BEARING.
4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A LEASE PARCEL LOCATED AT 1823 SE AIRPORT RD, STUART, FLORIDA.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
6. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
7. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. LEGEND: CCR=CERTIFIED CORNER RECORD, ORB=OFFICIAL RECORDS BOOK, PCN=PARCEL CONTROL NUMBER, PG=PAGE, POB=POINT OF BEGINNING, POC=POINT OF COMMENCEMENT, SQFT=SQUARE FEET.



SURVEYOR AND MAPPER
KN RESPONSIBLE CHARGE

THIS DOCUMENT MAY BE
REPRODUCED UPON REQUEST
IN AN ALTERNATIVE FORMAT BY
CONTACTING THE COUNTY ADA
COORDINATOR (772) 320-3131.
THE COUNTY ADMINISTRATION OFFICE
(772) 288-5400, FLORIDA RELAY 711, OR
BY COMPLETING OUR ACCESSIBILITY FEEDBACK
FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.


MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. PSM 6875

DATE: **JUL 17 2025**

SUPERVISED BY: TMW

**1823 SE AIRPORT ROAD
MARTIN COUNTY, FLORIDA**

DRAWN BY: JMM ISCALE : N/A

DATE: 7/9/2025

DRAWING # 26-004

MARTINCOUNTY, STUART, FLORIDA
2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5928

DWG. NAME: 25-004.DWG

M.C. PROJ. NO. 25-004

SHEET NO. 2 OF 4

EXHIBIT "B"

DESCRIPTION

A LEASE PARCEL BEING BUILDING 29, LOCATED IN GOVERNMENT LOT 2, SECTION 10, TOWNSHIP 39 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE NORTH 89°57'21" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 428.83 FEET; THENCE NORTH 05°46'25" WEST DEPARTING SAID NORTH SECTION LINE, A DISTANCE OF 856.42 FEET TO AN IRON ROD AND CAP STAMPED RLS 3343 AT THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF PARCEL I, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1068, PAGE 750, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE CONTINUE NORTH 05°46'25" WEST, A DISTANCE OF 5.39 FEET TO THE SOUTHEASTERLY CORNER OF BUILDING NUMBER 29 AND THE POINT OF BEGINNING; THENCE NORTH 70°08'59" WEST ALONG THE SOUTHERLY WALL OF SAID BUILDING, A DISTANCE OF 200 FEET MORE OR LESS TO THE SOUTHWESTERLY CORNER OF SAID BUILDING; THENCE NORTH 19°51'01" EAST ALONG THE WESTERLY WALL OF SAID BUILDING, A DISTANCE OF 120 FEET MORE OR LESS TO THE NORTHWESTERLY CORNER OF SAID BUILDING; THENCE SOUTH 70°08'59" EAST ALONG THE NORTHERLY WALL OF SAID BUILDING, A DISTANCE OF 200 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER OF SAID BUILDING; THENCE SOUTH 19°51'01" WEST ALONG THE EASTERLY WALL OF SAID BUILDING, A DISTANCE OF 120 FEET MORE OR LESS TO THE SOUTHWESTERLY CORNER OF SAID BUILDING AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 24,000 SQUARE FEET, (0.55 ACRES) MORE OR LESS.

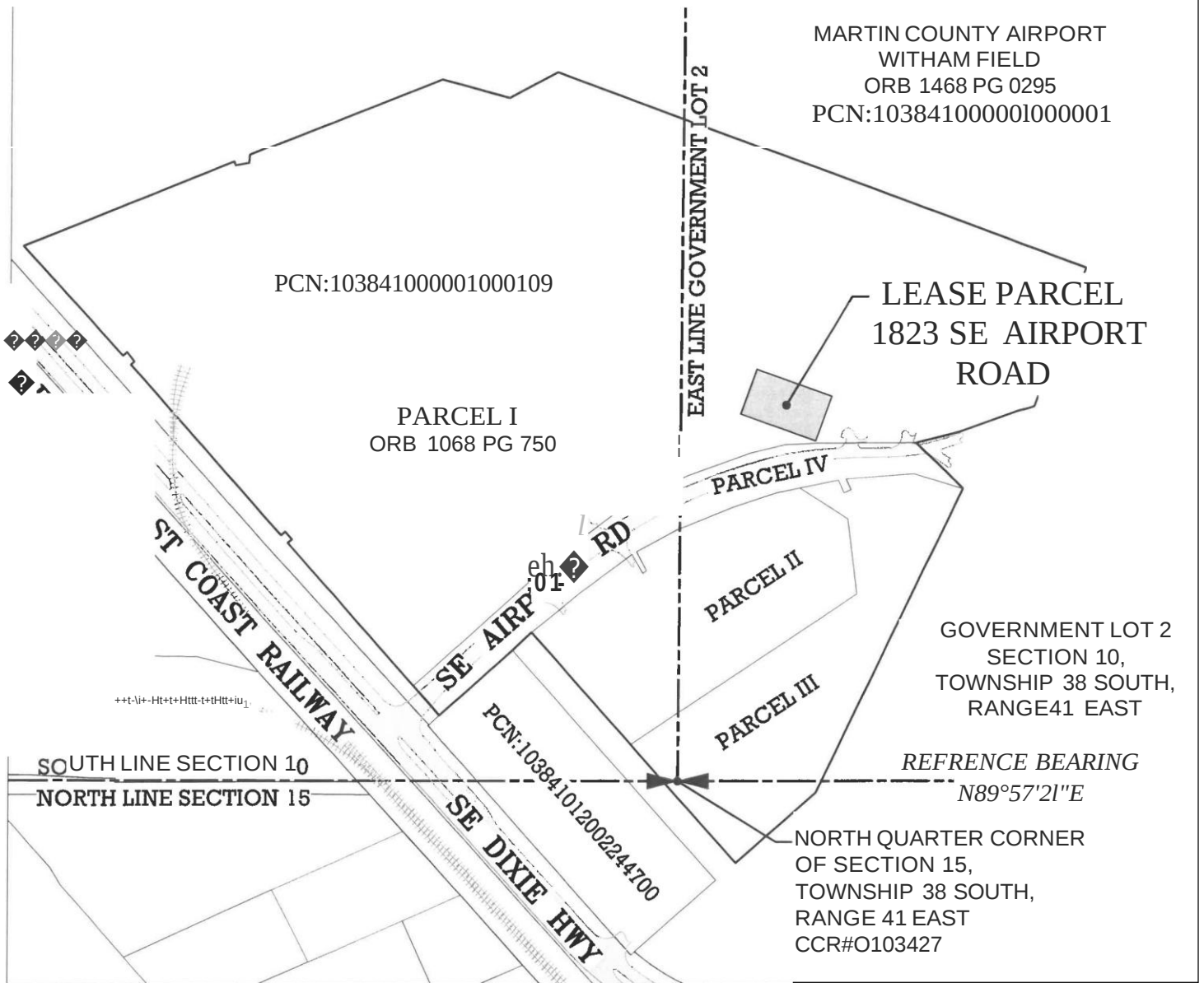
NOTE: THIS IS NOT A SURVEY.
THIS SHEET IS NOT VALID WITHOUT SHEETS 1, 3 AND 4.

LEASE PARCEL AT WITHAM FIELD 1823 SE AIRPORT ROAD MARTIN COUNTY, FLORIDA	SUPERVISED BY: TMW	
	DRAWN BY: JMM	SCALE: N/A
	DATE: 7/9/2025	
	DRAWING #	28-004

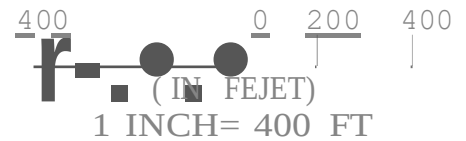
MARTIN COUNTY, STUART, FLORIDA 2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5928		
DWG. NAME: 25-004.DWG	M.C. PROJ. NO. 25-004	SHEET NO. 3 OF 4

EXHIBIT "B"

LOCATION MAP



GRAPHIC SCALE



NOTE: THIS IS NOT A SURVEY.
THIS SHEET IS NOT VALID WITHOUT SHEETS 1, 2 AND 4.

THIS MAP IS INTENDED TO BE DISPLAYED
AT A SCALE OF 1"=400' OR SMALLER.

LEASE PARCEL AT WITHAM FIELD
1823 SE AIRPORT ROAD
MARTIN COUNTY, FLORIDA

SUPERVISED BY: TMW

DRAWN BY: JMM SCALE: 1"=400'

DATE: 7/9/2025

DRAWING# 25-004

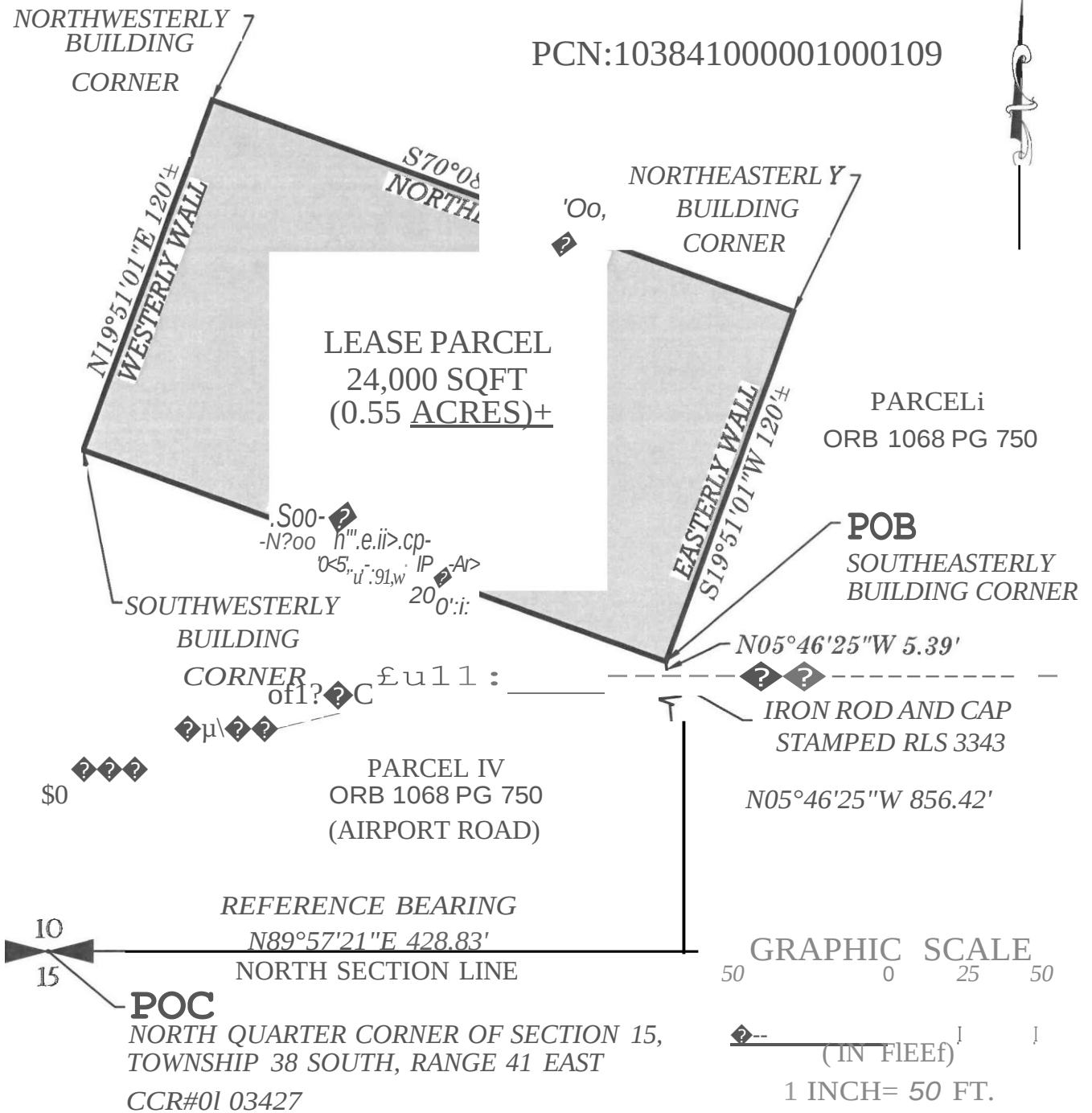
MARTIN COUNTY, STUART, FLORIDA
2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5928

DWG. NAME : 25-004.DWG

M.C. PROJ. NO. 25-004

SHEET NO. 4 OF 4

EXHIBIT "B"



NOTE: THIS IS NOT A SURVEY.
THIS SHEET IS NOT VALID WITHOUT SHEETS 1, 2, AND 3.

THIS MAP IS INTENDED TO BE DISPLAYED
AT A SCALE OF 1"=50' OR SMALLER.

LEASE PARCEL AT **WITHAMFIELD**

1823 SE AIRPORT ROAD

MARTIN COUNTY, FLORIDA

SUPERVISED BY: TMW

DRAWN BY: JMM SCALE: 1"=50'

DATE: 7/9/2025

DRAWING# **25-004**