

**Martin County Airport/Witham Field  
OFFICE LEASE**

**THIS LEASE** (the “Lease”) entered into as of May \_\_\_\_, 2022, 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**, the County is desirous of leasing the buildings located at:

1921 SE Airport Road, Stuart, Martin County, Florida 34996, known as Building 29; and  
1823 SE Airport Road, Stuart, Martin County, Florida 34996, known as Building 30

(the “Premises”) at the Airport to Lessee in accordance with the terms and conditions of this Lease;  
and

**WHEREAS**, Lessee is desirous of leasing the Premises from the County in accordance with the terms and conditions of this Lease.

**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**, by and between the Parties hereto as follows:

**Section 1. Recitals; General Definitions; Time.**

**1.1** Recitals. The Parties hereto acknowledge and agree that the foregoing recitals are true, correct, accurate, in proper form and fully binding upon them in all respects, which recitals in their entirety are hereby incorporated in this Lease.

**1.2** Definitions. As used herein, the singular shall include the plural and vice versa, the conjunctive (“and”) shall include the disjunctive (“or”) and vice versa.

**1.2.1** “Common Areas” means all areas, facilities, and improvements located in the area of the Airport around the Premises that are under the exclusive control of the County, including, but not limited to, all parking areas and facilities, sidewalks, loading docks, delivery areas, landscaped areas, access and interior driveways, and exterior lighting facilities. In the event the County takes control of, and assumes

maintenance responsibilities for, additional areas of the Airport that benefit Lessee, such additional areas shall be included in the Common Areas.

**1.2.2** “County Administrator” means the County Administrator for Martin County or the County Administrator’s designee.

**1.2.3** The word “day” shall mean a calendar day. The term “business day” means a Monday, Tuesday, Wednesday, Thursday, or Friday unless any such day is a national or state holiday.

**1.2.4** The term “Fees” means Common Area Maintenance Costs and Security Fees, which includes all costs incurred, and all contributions to Multi-Year Reserves made, in a manner deemed by the County to be reasonable and appropriate and for the best interests of the County in connection with the management, operation, maintenance, and repair and replacement of the Common Areas, and for security of the Airport including common areas, as well as any insurance, landscaping, parking areas, sidewalks, utilities, irrigation, painting, striping, lighting, and pest control, and all other costs associated with maintaining and operating the Airport.

**1.2.5** The term “Multi-Year Reserves” means an accumulation of funds over a number of years which funds are to be used for repairs and replacements of common areas that are not normally performed on an annual basis. Such repairs and replacements may include but shall not be limited to repaving and restriping, building painting, and (subject to Section 8.2 of this Lease) roof repair and replacement.

**1.3** Time. If any deadline under this Lease should fall on a Saturday, Sunday, or legal holiday, then the deadline shall be extended to the next day that is not a Saturday, Sunday, or legal holiday, unless a date is specifically stated.

## **Section 2. Description of Leased Premises.**

**2.1** Lessee leases from the County the Premises constituting approximately 6,400 square feet for Building 29 and 24,000 square feet for Building 30, for a total of 30,400 square feet, as shown in **Exhibit “B”**, and this square footage calculation shall be deemed conclusive and final by the Parties hereto notwithstanding any subsequent measurements or evidence to the contrary.

**2.2** Lessee acknowledges that it is accepting the Premises and the improvements located thereon AS IS and that the County has made no representations or warranties respecting the suitability thereof for Lessee’s purposes and that, except as specifically provided herein, the County has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises, any leasehold improvements, or fixtures, furnishings or equipment installed in or used on the Premises.

### **Section 3. Term.**

**3.1** The Premises is leased for a term of three (3) years, to commence on October 1, 2022 ("Commencement Date") to end at 11:59 P.M. on September 30, 2025, or on such earlier time and date as this Lease may terminate as provided below.

**3.2** Provided Lessee is not in default of its obligations under this Lease beyond any applicable notice and cure period, Lessee shall have the option to renew and extend this Lease for one (1) renewal term of two (2) years, upon the same terms, covenants and conditions herein contained except that the Rent and Fees shall increase in accordance with the schedule attached hereto as **Exhibit "A"** and made a part hereof (the "Schedule"). This option shall be automatically deemed exercised by Lessee unless Lessee gives written notice to the County not less than one hundred eighty (180) days prior to the expiration of the existing Term, of its election not to exercise the option.

### **Section 4. Rent, Fees, and Tenant Improvements.**

**4.1** Except as provided herein to the contrary, Lessee agrees to pay to the County without set-off, abatement, credit, deduction or claim of off-set, annual rent in accordance with the Schedule. Lessee shall be responsible for the payment of the privilege tax levied under Section 212.031, Florida Statutes, on Rent with each payment of Rent and Fees. Lessee acknowledges County has no control over any change to the privilege tax rate.

**4.2** Rent shall be payable, according to the Rent Schedule set in **Exhibit "A"**, in advance, on the first day of each month during the Term, at the Office of the Airport Manager herein set forth, or at such other address as the County may from time to time designate by written notice to Lessee. In the event the Term commences or expires on any day other than the first or last day of a month, respectively, then the Rent for such month shall be prorated accordingly. In the event any monthly installment of Rent is not paid within ten (10) business days after it is due and payable as set forth herein, Lessee agrees to pay as additional Rent a late payment charge in the amount of ten percent (10%) of the monthly installment of Rent along with the monthly installment of Rent that is due and payable, except that this late payment charge shall not apply or be due and owing if resulting from a change in the County's payment instructions. No Security Deposit is required of Lessee.

**4.3** Lessee agrees to submit payment on a monthly basis for any and all Fees incurred by County and attributable to the Premises within ten (10) business days from Lessee's receipt of properly documented invoices from County. Fees shall be payable in the same manner, including applicable proration, if any, as set forth in Section 4.2 above. In the event any Fees are not paid within forty-five (45) days after they are due and payable as set forth herein, Lessee agrees to pay a late payment charge in the amount of ten percent (10%) of the outstanding Fees.

**4.4** Not later than the last day of the Term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of the County, including trade fixtures, freestanding cabinetwork, movable paneling, moveable partitions and the like; repair all injury done by or in connection with the installation or

removal of the property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensees, excepted. All property of Lessee remaining on the Premises after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by the County, and Lessee shall reimburse the County for the cost of such removal. The County may but shall not be required to have any such property stored at Lessee's risk and expense.

## **Section 5. Use and Occupancy.**

**5.1** Lessee shall use and occupy the Premises as office operations and for no other purpose. Any and all of Lessee's activities shall be in compliance and conformity with any and all rules, regulations, orders and laws promulgated and adopted by Martin County, Florida, the Airport, the Federal Aviation Administration ("FAA"), or any Federal, State or local administrative, law enforcement or regulatory agency having jurisdiction over the Premises and Lessee's occupancy or use, including but not limited to the Airport Minimum Standards.

**5.2** The County covenants that if, and so long as Lessee is not in default of its obligations under this Lease beyond any applicable notice and cure period, Lessee shall peaceably and quietly have, hold, and enjoy the Premises for the Term, subject to the provisions of this Lease.

**5.3** Lessee acknowledges that the County has not made any representations or warranties with respect to the condition of the Premises and the County shall not be liable for any latent defect therein. The taking of possession of the Premises by Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken.

**5.4** Lessee agrees that (except for those persons whom the County hires or engages to perform services at or on the Premises or whom the County otherwise hires or engages) all persons engaged in any service or other activity on the Premises shall be at all times, and in all places subject to the Lessee's sole direction, supervision and control and shall not be considered employees, agents or servants of the County.

## **Section 6. Common Areas.**

**6.1** The County agrees to maintain the Common Areas in good condition in the County's sole discretion.

**6.2** The County shall at all times have the sole and exclusive control, management and direction of the Common Areas and the right to make reasonable changes to the Common Areas, and may at any time exclude and restrain any person from use or occupancy thereof. The rights of the Lessee in and to the Common Areas are subject to the rights of others to use the same in common with the Lessee. The County may at any time and from time to time close all or any portion of the Common Areas to make repairs, improvements, alterations or changes and, to the extent necessary in the sole discretion of the County, to prevent a dedication thereof or the accrual of any rights to any person or to the public therein. The County shall keep Lessee reasonably

apprised in advance of the County's plans to make repairs, improvements, alterations or changes to make to the Common Areas and shall use commercially reasonable efforts not to disrupt or impede Lessee's normal business operations in any such endeavor.

## **Section 7. Cleaning and Trash Removal.**

**7.1** The Lessee shall provide its own interior cleaning, trash removal services and pest control for the Premises. Lessee shall keep the Premises in an attractive, safe, and sanitary condition and shall not permit the accumulation of any trash, ashes, or debris on the Premises. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Premises shall not be permitted. Trash containers on the Premises must meet the requirements set forth by the FAA and the Martin County Airport Storm Water Pollution Prevention Plan.

**7.2** Lessee shall not permit the accumulation of waste or refuse matter on or about the Premises.

## **Section 8. Care and Repair of Premises.**

**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 and every part thereof 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) roof and roof drains, interior walls and glass, and the interior portions of exterior walls, ceilings, pipes and conduits within the Premises, all pipes and conduits outside the Premises between the Premises and the service meter, all fixtures, HVAC equipment (whether such HVAC equipment is located inside or outside the Premises), sprinkler equipment, and other equipment within the Premises, the exterior doors and all exterior glass, all of Lessee's signs, locks and closing devices, and all window sashes, casement or frames, 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 Manager. Lessee shall regularly change the filters in accordance with the HVAC equipment manufacturers' recommendations and requirements. All broken glass, both exterior and interior, 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 in good repair. Within two (2) weeks after the date of this Lease, the County shall cause to be conducted an evaluation and assessment of the roofs on each of Building 29 and Building 30, as in Lessee's view both roofs have significantly deteriorated. Promptly after receiving the report regarding the roofs, the County and Lessee shall work together in good faith to determine any and all repairs and replacements recommended by those roof reports that are reasonably necessary to ensure that the roofs on Building 29 and Building 30 are in good condition and repair and structurally sound, and County shall cause such repairs and replacements to be made. Notwithstanding the foregoing provisions of this Section, and other repairs as may be required pursuant to the immediately preceding sentence, 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.

**8.3** The County may enter the Premises at any reasonable time, upon reasonable written notice to Lessee, except that no written notice need be given in case of emergency, for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the Premises, as the County deems necessary or desirable. Lessee shall have no claim or cause of action against the County by reason of such entry except as provided in Section 34 of this Lease.

**8.4** The County shall be provided with a key to the Premises at all times.

## **Section 9. Alterations, Additions, or Improvements.**

**9.1** Lessee shall be responsible at its sole cost and expense for leasehold improvements to the Premises in preparation of Lessee's occupancy of the same (the "Leasehold Improvements"). No Leasehold Improvements may be constructed or thereafter altered until the plans and specifications therefore have been approved by the County Administrator or designee in writing, and then the same shall be constructed or altered in strict accordance therewith. Notwithstanding written consent by the County Administrator or designee, any and all Leasehold Improvements undertaken by Lessee shall be in compliance with all applicable Federal, State, and local laws, codes, ordinances, rules and regulations and in accordance with the Airport Minimum Standards.

**9.2** All improvements, alterations, installations, additions to existing structures and new structures placed or constructed on the Premises are subject to the prior written consent by the County as provided below and shall be made and maintained at the expense of Lessee and without cost to the County. At the end of the Term of this Lease, Lessee shall deliver the Premises to the County in good repair and condition, any reasonable wear and tear arising from Lessee's Permitted Use of the Premises as specified herein excepted. All installations, alterations, additions and improvements, whether by the County or any other person (except only sign panels and

movable trade fixtures installed at Lessee's costs) shall become, upon completion, a part of the County's real estate, and on termination of the Lease Term shall be surrendered with the Premises in good condition.

**9.3** Lessee shall have the right to make renovations or improvements or to construct only with the prior written consent of the County Administrator, in the County Administrator's sole discretion. All plans and specifications for such renovations, improvements or construction shall be submitted in writing to the County as provided in in this Lease with a request for approval. This obligation is in addition to Lessee's obligation to obtain permits from the County in accordance with this Lease.

**9.4** It shall be solely Lessee's responsibility to obtain all necessary governmental approvals for the proposed facility, including, but not limited to all necessary Martin County development approvals and permits, Martin County Building Department permits, and agency approvals and permits. Nothing herein shall be deemed to waive or imply waiver of any County regulation or fee applicable to the review, renovation or development of the Premises by Lessee. Nothing herein shall be deemed to make the County a co-applicant with the Lessee for any governmental approval, including County approval. It is expressly understood, and agreed by Lessee, that the County shall not be liable to Lessee for any expense or damage incurred by Lessee resulting from the failure of the County or other governmental entity to approve any or all necessary governmental approvals or permits required for the proposed facility.

**9.5** In accordance with Section 255.05, Florida Statutes, Lessee or its General Contractor shall obtain a payment and performance bond prior to commencement of construction, alteration or demolition of any improvement except, pursuant to Section 255.05(1)(d), Fla. Stat., if work to be done is equal to or less than two hundred thousand dollars and no cents (\$200,000.00), or in the amount stated in such statute if amended, then in the County Administrator's sole discretion the Lessee may or may not be exempted from obtaining a payment and performance bond. Such performance and payment bond shall ensure payment of all costs and the proper and timely completion of all Lessee's obligations as outlined in its plans submitted to County for the County Administrator's prior approval shall be issued by a provider approved by the County, in an amount equal to One Hundred and Twenty Five Percent (125%) of the total cost of completion of such work with Martin County named as an additional payee in the event Lessee fails to fully perform all the work outlined in its plans.

**9.6** Lessee agrees to require any lights on the Premises to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing or taking off from the Airport.

**9.7** Lessee hereby represents, warrants, and covenants to the County that the Premises and all Leasehold Improvements now and hereafter constructed or placed thereon shall be at all times free and clear of all liens, claims and encumbrances. If Lessee causes any lien or notice of lien to be filed against the Premises or any Leasehold Improvements by failing to pay a vendor, contractor, agent or materialman Lessee hired or otherwise instructed to perform work, provide services or furnish materials on the Premises or any Leasehold Improvements, the Lessee shall, within thirty (30) days after notice of the filing thereof, cause, the same to be discharged of record

by payment, deposit, bond, or order of a court of competent jurisdiction. The Lessee shall not mortgage or pledge this Lease, in whole or in part, or the Premises, to any other person, firm or entity. Any attempted mortgage, pledge, or encumbrance of this Lease or the Premises shall be void and may, at the sole option of the County, be deemed an event of default under this Lease. This covenant shall be binding on the successors in interest of the Lessee and shall survive the expiration or early termination of this Lease. Nothing herein shall constitute a waiver of County's sovereign immunity from the execution of any lien on County's real property or anything else.

#### **Section 10. Prohibition Against Activities Increasing Fire Insurance Rates.**

**10.1** Lessee shall not do or suffer anything to be done on the Premises which will cause an increase in the rate of fire insurance on the Premises.

#### **Section 11. Abandonment.**

**11.1** Lessee shall not, without first providing written notice to the County, abandon the Premises, or allow the Premises to become vacant or deserted.

#### **Section 12. Assignment and Sublet.**

**12.1** This Lease shall not be subject to assignment or sublet by the Lessee, without first obtaining the written consent of the County Administrator in the County Administrator's sole discretion. It is agreed that it will not be unreasonable for the County to require any prospective assignee or sublessee to submit such information as the County may require to determine such proposed assignee or sublessee's financial stability and qualifications to operate the proposed business upon the Premises, and any such proposed assignee or sublessee may be rejected if such assignee or sublessee refuses to submit to complete investigation of its background and capabilities, including but not limited to disclosure of such background information on each principal, officer, and director of assignee or sublessee as required by the County or the FAA. It is hereby understood and agreed that Premises shall be occupied solely by Lessee. Utilization or occupancy of the Premises by any entity or individual without affiliation to Lessee is expressly forbidden and shall constitute a default hereunder. For purpose of this Lease "affiliation" shall be defined as a substantial commonality of officers, directors, shareholders or employees and the same or similar business.

**12.2** All sublessees and assignees, by occupying a portion of the Premises, agree that each one shall be subject to the Airport Minimum Standards and other applicable laws and regulations. If a sublessee or assignee fails to abide by the Airport Minimum Standards or other applicable laws and regulations, Lessee shall take such legal action as is necessary to evict the sublessee or assignee or otherwise enforce the provisions of this Lease and the sublease or assignment, upon request by the County. Failure on part of the Lessee to take such action shall be considered a default as provided in this Lease.

**12.3** Any subleases of all or any of the Premises shall include the following provision regarding assignment and sublease: "This agreement shall not be subject to assignment or sublet by the Sublessee. It is hereby understood and agreed that the premises shall be occupied solely by

Sublessee. Utilization or occupancy of the premises by any entity or individual without affiliation to Sublessee is expressly forbidden and shall constitute a default hereunder. For purpose of this agreement “affiliation” shall be defined as “a substantial commonality of officers, directors, shareholders and/or employees and the same or similar business.”

### **Section 13. Lessee Insurance.**

**13.1** In order to insure the indemnification obligation contained herein, Lessee shall, at a minimum, provide, pay for, and maintain in force at all times during the Term of this Lease (unless otherwise provided), the insurance coverages set forth in the subparagraphs below, in accordance with the terms and conditions required by this Section. Such policy or policies shall be issued by companies authorized to do business in the State of Florida. Lessee notes that its insurance policies are part of umbrella policies that cover Becton, Dickinson and Company (“BD”), a Fortune 500 company, and BD’s various subsidiaries and affiliates and that those umbrella policies include deductibles appropriate therefor. Lessee shall specifically protect the County by naming “Martin County and its Board of County Commissioners” as additional insureds under the commercial general liability policy required below.

**13.2** Lessee shall, during the Term of this Lease, insure and keep insured to the extent of not less than one hundred percent (100%) of the insurable replacement value thereof, all equipment and contents on the Premises against such hazards and risks as may now or in the future be included under an all risk property insurance policy that insures against the following hazards and risks and satisfies the following standards:

**13.2.1** Fire sprinkler leakage, that is, damage caused by water or any other substance discharged from any part of the fire protection equipment for the Premises or from adjoining premises, or collapse or fall of tanks forming part of such fire protection equipment or the component parts or supports of such tanks.

**13.2.2** In the event of any damage to the Premises, if the cost of repair or replacement is less than the deductible amount, the Lessee shall nevertheless be required to make such repair or replacement and to restore the Premises to the condition existing prior to the damaging event. If Lessee is unable or unwilling to repair the damage, then the County, in its sole discretion, may make the repairs and Lessee agrees to reimburse the County for the same.

**13.2.3** The all-risk property insurance required under this Section 13.2 shall name the County and Lessee as loss payees as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to the County, except as otherwise provided in in this Lease.

**13.2.4** In the event the Premises or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this Section, and if such loss is to be adjusted with and payable to the County, the Lessee shall promptly furnish to the County such information and data as may be necessary to enable the County to adjust the loss.

**13.2.5** The property insurance carried by the County, if any, shall be excess over any other valid and collectible insurance carried by the Lessee, including but not limited to the insurance obtained by Lessee pursuant to this Lease.

**13.3** Commercial general liability insurance shall be provided to protect the County against liability for any and all damage claims in a minimum amount of One Million Dollars and No Cents (\$1,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Three Million Dollars and No Cents (\$3,000,000.00) per building. Lessee shall be responsible for insuring its own personal property.

**13.4** Business Automobile Liability Insurance shall be provided to protect the County against liability for any and all damage claims in a minimum amount of One Million Dollars and No Cents (\$1,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Three Million Dollars and No Cents (\$3,000,000.00), for bodily injury and property damage liability per building and must include: Owned, Non-owned and Hired vehicles.

**13.5** Workers' Compensation and Employer's Liability Insurance shall be provided for all Lessee's employees in compliance with the Workers' Compensation Law, Chapter 440, Florida Statutes, and all applicable federal laws.

**13.6** Lessee shall furnish to the County Certificates of Insurance evidencing the insurance coverages specified by this Section prior to the commencement of the term of this Lease.

**13.7** Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the Term of this Lease. All policies must be endorsed to provide the County with at least thirty (30) calendar days prior written notice of cancellation or restriction to the extent reasonably available from the applicable insurer. If any insurance coverage expires prior to the termination of this Lease, copies of renewal certificates shall be furnished at least thirty (30) calendar days prior to the date of their expiration. Any insurance coverage that is written on a claims made basis must remain in force for two (2) years after the termination of this Lease.

#### **Section 14. Indemnification.**

**14.1** Lessee shall at all times hereafter indemnify, hold harmless and, at the option of County Attorney, defend or pay for an attorney selected by County Attorney to defend County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, caused by negligent act or negligent omission of Lessee, its employees, agents, contractors, subcontractors, servants, or officers, or accruing, resulting from, or related to the Lessee's operations at the Airport or the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County and County Attorney, any sums due Lessee under this Agreement may be retained by County until all of County's claims for

indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

Notwithstanding any other provision herein to the contrary, Lessee shall not be responsible or have any obligation to indemnify and hold harmless County from any claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property arising from the negligence or intentional misconduct of County or its agents, servants, representatives or personnel.

**14.2** It is hereby understood and agreed that Lessee shall be responsible for the supervision of any and all of its invitees, guests, licensees, agents, independent contractors and employees on or about the Airport. Lessee shall ensure that such individuals comply with any and all rules, regulations, orders, and laws governing the Airport and Lessee shall indemnify, defend and hold the County, its Commissioners, officers, agents, servants, and employees harmless from any and all violations, fines, penalties or damages caused by such individuals. Lessee's failure to supervise its invitees, guests, licensees, agents, independent contractors and employees on or about the Airport shall constitute a default, as more particularly described below.

#### **Section 15. Default.**

**15.1** This Lease shall be considered breached if: (a) Lessee shall fail to pay any Rent and Fees due under this Lease and such failure is not cured after the notice and cure period set forth in Section 22 of this Lease; (b) Lessee shall fail to perform any other covenant herein, and such failure shall continue for thirty (30) days after receipt by Lessee of written notice thereof from the County; (c) a petition is filed against the Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) and the same is not resolved within forty-five (45) days after the date of filing; (d) Lessee assigns its property for the benefit of creditors; or (e) the creation or maintenance by Lessee of a nuisance on or about the Premises or of a condition or situation which otherwise disrupts the orderly operation of the Airport and the same is not cured by Lessee within ten (10) days after receipt by Lessee of written notice thereof from the County.

**15.2** In the event of any breach of this Lease by Lessee, the County shall at its option, and without further written notice, have the right to terminate this Lease and to remove the property of Lessee from the Premises using such force as may be reasonably necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detained, and the County's exercise of either or both of the rights specified above shall not prejudice the County's right to pursue any other remedy available to the County in law or equity.

#### **15.3 Default for not paying Rent or Fees.**

If Lessee defaults by not paying Rent and Fees, or remains unlawfully and wrongfully in possession after the expiration or termination of this Lease (i.e., tenant by sufferance), and County brings an action in court, including but not limited to an action for eviction, rent and possession, unlawful detainer, trespass, or writ of possession, and County prevails in such action, Lessee agrees to pay County's attorneys' fees and costs, including but not limited to expert witness fees,

deposition costs, filing fees, and any other costs or fees associated with the action, whether in county court, circuit court, U.S. district court or bankruptcy court, or any appellate court. Pursuant to Section 83.06, Florida Statutes as amended, Lessee further agrees to pay County double the amount of Rent (but not Fees) for each month Lessee remains unlawfully and wrongfully in possession and to pay such Rent at the first day of every month or as otherwise provided in this Lease. Nothing herein shall preclude the County Administrator to allow Lessee to rightfully remain in possession on a month-to-month basis after the expiration of the Term in the County Administrator's sole discretion and if so Lessee shall not be required to pay double the amount Rent.

#### **Section 16. Window Treatment.**

**16.1** Any and all window treatment to be erected and installed by Lessee shall be subject to the reasonable approval and written consent of the County Administrator or designee. The County acknowledges that window treatment existing for the Premises as of the date of this Lease is acceptable to the County. The cost of any and all window treatment shall be borne by the Lessee.

#### **Section 17. Signage.**

**17.1** Any and all signage to be erected and installed by Lessee shall be in compliance with all Martin County laws and ordinances and subject to the reasonable approval and written consent of the Airport Manager. The County acknowledges that Lessee's signage existing as of the date of this Lease is acceptable to the County. The cost of any and all signage shall be borne by the Lessee.

#### **Section 18. Utility Services, Telephone, and Internet Service (wifi).**

**18.1** Lessee shall be solely responsible for the cost of all electricity, water and sanitary sewer services for the Premises. Electricity and water are separately metered to the Premises and read and billed directly to Lessee. In the event that electricity, water and sanitary sewer services are provided by the City of Stuart in the future, Lessee shall contract directly with the City of Stuart for such utilities. The County shall not be responsible for the disruption, termination or cessation of electrical service to the Premises and same shall be the sole responsibility of the Lessee.

**18.2** Lessee agrees to furnish telephone and internet (wifi) services for the Premises at its sole cost and expense. The County shall not be responsible for the disruption, termination or cessation of telephone and internet service (wifi) to the Premises and same shall be the sole responsibility of the Lessee.

#### **Section 19. Damages to Premises.**

**19.1** If the Premises are damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by the County, will equal or exceed fifty percent (50%) of the replacement value, exclusive of foundations, just prior to the occurrence of the damage, then the County may, no later than the 90th day following the damage, give Lessee a written notice of election to terminate this Lease. If following a fire or other casualty, the Premises are not ready

for Lessee's normal business operations or Lessee is otherwise unable to use the Premises for normal business operations within one hundred eighty (180) days after the date of the casualty, Lessee shall have the right to terminate this Lease by notice to the County. In the event of a termination of this Lease pursuant to this Section 19.1, this Lease shall be deemed to terminate on the 30th day after the giving of such written notice, and Lessee shall surrender possession of the Premises within a reasonable time after that, and the Rent, CAM and Security Fee and any additional Rent, shall be apportioned as of the date of the surrender and any Rent paid for any period beyond such date shall be repaid to Lessee.

**19.2** In any case in which use of the Premises is affected by any damage, there shall be either an abatement or an equitable reduction in Rent depending on the period for which and the extent to which the Premises are not reasonably usable for the purpose for which they are leased under this Lease. The words "restoration" and "restore" as used in this Section 23 shall include repairs. If the damage results from the gross negligence or intentional misconduct of the Lessee, or Lessee's agents, servants, visitors, or licensees, Lessee shall not be entitled to any abatement or reduction of Rent, except to the extent, if any, that the County receives the proceeds of Rent insurance in lieu of such Rent.

#### **Section 20. Waivers of Subrogation.**

**20.1** Notwithstanding other provisions of this Lease, in any event of loss or damage to the Premises or any contents, each Party shall look first to any insurance in its favor before making any claim against the other Party; and, to the extent possible without additional cost, each Party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other Party for loss or damage within the scope of such insurance, and each Party, to such extent permitted, for itself and its insurers waives all such insured claims against the other Party.

#### **Section 21. Eminent Domain.**

**21.1** If the Premises or any part of the Premises or any estate in them materially affecting Lessee's use of the Premises, is taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The Rent and Fees shall be apportioned as of the termination date and any Rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu of such taking, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

#### **Section 22. The County's Remedies on Default.**

**22.1** If Lessee defaults in the payment of Rent or Fees, or defaults in the performance of any of the other covenants or conditions of this Lease, the County shall give Lessee written notice of such default and Lessee shall have ten (10) days to cure the default unless the County Administrator, in the County Administrator's sole discretion, agrees to additional time. If Lessee fails to cure, the County Administrator may, in the County Administrator's sole discretion, terminate the Lease and Lessee and any sublessees (if any) shall surrender and vacate the Premises

within thirty (30) days. Nothing herein shall relieve Lessee from a continuing duty to pay Rent and Fees while Lessee remains in lawful possession.

### **Section 23. Deficiency.**

**23.1** In any case where the County has recovered possession of the Premises by reason of Lessee's default, the County may, at the County's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining Premises, or otherwise change or prepare the Premises for re-letting.

**23.2** Lessee hereby waives all right of redemption to which Lessee or any person claiming under Lessee might be entitled by any law now or which may later be in force. The County's remedies under this Lease are in addition to any remedy allowed by law.

### **Section 24. Effect of Failure to Insist on Strict Compliance with Conditions.**

**24.1** The failure of the County to insist on strict performance of any covenant or condition of this Lease shall not be construed as a waiver of such covenant, condition. This Lease may not be changed or modified except by an agreement in writing signed by the parties.

### **Section 25. Airport Minimum Standards.**

**25.2** Lessee hereby agrees to fully adhere to, perform and comply with the Airport Minimum Standards, as amended from time to time. The Airport Minimum Standards are incorporated herein by reference.

### **Section 26. Written Notices.**

**26.1** Whenever either party desires to give written notice to the other, such notice must be in writing in at least one of the following methods:

- (a) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgment; or
- (b) Email.

Notwithstanding anything to the contrary in this Lease, any notice of default or by a party alleging that the other party has failed to perform any of its obligations under this Lease shall be sent by both of the methods set forth in subpart (a) and (b) of this Section 26.1

The place for giving written notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**FOR COUNTY:**

Martin County Airport Manager  
Witham Field (SUA)  
2011 Southeast Airport Road  
Stuart, Florida 34996  
**Attn: Airport Manager**  
Email: scarver@martin.fl.us  
Telephone: 772-221-2374

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.  
1823 SE Airport Road  
Stuart, FL 34996  
Attn.: Claudio Araujo, General Manager  
Email: Claudio.Araujo@LiberatorMedical.com

With copies to:

Becton, Dickinson and Company  
1 Becton Drive  
Franklin Lakes, NJ 07417  
Attention: Lauren Goldrick; Director of Real Estate, Americas  
email: Lauren.Goldrick@bd.com

and

Becton, Dickinson and Company Law Group  
1 Becton Drive, MC 089  
Franklin Lakes, NJ 07417  
Attention: General Counsel  
email: kristine\_rocco@bd.com

Lessee shall be required to notify the County, in writing, whenever there is a change in the address of Lessee (to the place) for which written notice is to be sent (giving notice), as required in this section. In the event Lessee fails to maintain a current address on record with the County as required herein, County shall be deemed to have notified Lessee by using the last known address on record and County shall not have any responsibility or obligation to investigate the validity of the address that Lessee has provided. As a result, Lessee agrees to hold County harmless and

defend same for any action or occurrence or non-occurrence as a result of Lessee not receiving written notice due to Lessee's failure to update its address for notification.

All written notices sent in accordance with this section shall be deemed to be effective upon receipt or refusal of same unless otherwise expressly provided in this Agreement.

#### **Section 27. Section Headings.**

**27.1** The section headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

#### **Section 28. Severability.**

**28.1** The invalidity or unenforceability of any particular provision or part of a provision hereof, shall not affect the other provisions or parts hereof, and the Lease shall be construed in all respects as if such invalid or unenforceable provisions or part thereof were omitted.

#### **Section 29. Entire Agreement**

**29.1** This is the entire agreement between the Parties covering everything agreed upon or understood in the transaction. There are no promises, conditions, representations, warranties, guarantees, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof were in effect between the Parties other than as herein set forth. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by both Parties.

#### **Section 30. Copies.**

**30.1** Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original. Faxed, photostatic, or electronically scanned copies of the fully-executed Agreement shall be as effective and authentic as the original for any purpose including but not limited to the enforcement of any provision of this Agreement.

#### **Section 31. Time.**

**31.1** Time is of the essence with respect to the terms this Lease.

#### **Section 32. Approval of the FAA.**

**32.1** This Lease shall be subject to the consent of the Federal Aviation Administration (FAA), if necessary, which consent may be granted or not granted in its discretion.

#### **Section 33. Choice of Law, Jurisdiction, Venue, Waiver of Jury Trial.**

**33.1** This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Lease shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Lease must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS LEASE, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LEASE, INCLUDING BUT NOT LIMITED TO AN ADVISORY JURY. If a party fails to withdraw a request for jury trial or for an advisory jury in a lawsuit arising out of this Lease after written notice by the other party of a violation of this section, the party making the request for jury trial or advisory jury shall be liable for the reasonable attorneys' fees and court costs of the other party in contesting the request for jury trial or advisory jury, and such amounts shall be awarded by the Court in adjudicating the motion.

#### **Section 34. Relocation.**

**34.1** The County shall have the right to relocate the Lessee, at the County's sole cost and expense, to other comparable office space within the Airport property. The County shall give the Lessee not less than one hundred eighty (180) days written notice of its election to relocate.

**34.2** In the event the County, the Florida Department of Transportation or the FAA determines that the Property is needed for aviation purposes, the County shall have the right to terminate this Lease upon one hundred eighty (180) days' written notice to Lessee. In such event, Lessee shall continue to pay all Rents, CAM, and Security Fee, and perform all maintenance and repairs and other obligations required by this Lease until the actual date of termination pursuant to this paragraph.

#### **Section 35. Environmental Contamination.**

**35.1** The discharge of any pollutants or hazardous substances or hydrocarbon contamination of the Premises in violation of any Federal, State or County law, rule or regulation in or violation of any order or directive of any Federal, State or local court or entity with jurisdiction over such discharge is prohibited. Any such discharge on Premises which is Lessee's responsibility under the provisions of this Lease shall be promptly contained, removed, and abated, at Lessee's sole expense, to the extent necessary to satisfy all pertinent statutory, regulatory, and judicial requirements. If Lessee does not take prompt action to contain, remove, and abate such a discharge, the County may take whatever steps are necessary to contain, remove, or abate such a discharge. If the County contains, removes and abates such a discharge on the Premises, the full costs incurred by the County in taking such action shall be paid by Lessee to the County, together with interest at the rate of eighteen (18%) percent per annum on any unpaid balance. Any action of the County shall not relieve Lessee of its obligation and responsibilities under this or any other provision of this Lease or as imposed by law. No action taken by either the County or Lessee to contain, remove or abate a discharge whether such action is taken voluntarily or otherwise, shall be construed as admission of liability as to the source of the discharge. Notwithstanding the above provisions, Lessee shall only be liable for a pollutant or hazardous substance discharge or

hydrocarbon contamination on the Premises which results from its use of the Premises. Lessee shall not be liable for any pollutant or hazardous substance discharge or hydrocarbon contamination caused by the negligence or willful misconduct of the County or the other occupants of contiguous Airport property, other than Lessee, its agents, employees, invitees, guests or sublessees. Lessee shall not be liable for any known or unknown pollutant or hazardous substance discharge or hydrocarbon contamination on the Premises existing prior to the Lessee's use and occupancy of the Premises. Lessee shall provide reasonable assistance to the County in ascertaining the source of any pollutant or hazardous substance discharge or hydrocarbon contamination on the Premises. Lessee shall continue to be liable after expiration or earlier termination of this Lease, but only to the extent liability is imposed on Lessee by Federal, State, or County laws, rules, or regulations, for any known or unknown pollutant or hazardous substance discharge or hydrocarbon contamination on the Airport which occurred during the leasehold by Lessee. Nothing in this Lease is intended by the parties to increase, decrease, or change in any manner Lessee's liability under Federal, State, or County laws, rules, or regulations for the contamination of the Premises or the Airport.

### **Section 36. Radon Gas.**

**36.1** The following provision is required by Section 404.056(7), Florida Statutes: "Radon is a naturally recurring radioactive gas that, when it has 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 for your county public health unit."

### **Section 37. Nondiscrimination.**

**37.1** Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

**38.2** Lessee agrees to furnish service on a fair, equal, and nondiscriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

**38.3** That in the event of breach of any of the above nondiscrimination covenants, the County Administrator shall have the right to terminate this Lease and to re-enter the Premises as

if this Lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

### **Section 39 Airport Protection.**

**39.1** It shall be a condition of this Lease, that the County reserves the right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

**39.2** Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

**39.3** Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

**39.4** Lessee agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service on its own aircraft with its own employees (including but not limited to maintenance and repair) that it may choose to perform.

### **Section 40. Taxes and Assessments.**

**40.1** Lessee shall, at its own expense and at all times during the Term of this Lease, pay all lawful taxes and assessments levied against the Premises as well as all taxes and assessments levied against the personal property used by Lessee in its operation on the Premises. None of the terms, covenants or conditions of this Lease shall be construed as a release or waiver on the part of the County of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which shall be lawfully imposed on the business or property of Lessee.

### **Section 41. Force Majeure**

**41.1** A party shall not be liable for any failure of or delay in the performance of this Lease for the period that such failure or delay is beyond the reasonable control of a party, for example, due to a major storm event such as a hurricane, materially affecting the performance of any of its obligations under this Lease, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. If either party invokes this provision to avoid performance of any obligation under this Lease and a Court determines that party wrongfully invoked this provision to evade performance of such an obligation, the aggrieved party shall be entitled to its reasonable attorney's fees and costs for obtaining the Court's determination of the same.

## **Section 42. Lessee's Duties Regarding Public Records**

**42.1** To the extent required under Florida law, Lessee shall comply with those obligations relating to records relating to this Lease. Notwithstanding anything to the contrary, Lessee does not waive any defenses or exceptions to the release of records relating to this Lease as may be available under applicable law.

**IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, LESSEE MAY CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, PUBLIC\_RECORDS@MARTIN.FL.US, MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FL 34996.**

## **Section 43. E-Verify**

**43.1** In compliance with Section 448.095, Fla. Stat., Lessee shall, prior to the Commencement Date, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

## **Section 44. Miscellaneous**

**44.1** Nothing contained in this Lease shall be deemed to create or be construed as creating in Lessee any ownership interest in or to the Premises.

**44.2** The parties to this Lease have participated fully in the negotiation and preparation in this Lease and, accordingly, this Lease shall not be more strictly construed against one of the parties to this Lease.

**44.3** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Lease as of this \_\_\_\_\_ of \_\_\_\_\_ 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

\_\_\_\_\_  
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
SARAH W. WOODS, COUNTY  
ATTORNEY

LESSEE:

LIBERATOR MEDICAL SUPPLY,  
INC.,

WITNESSES:

*Maureen J. Gutter*  
Signature  
MAUREEN J GUTTER  
Print Name

BY: *[Signature]*  
Print Name: CLAUDIO ARAUJO  
Title: GENERAL MANAGER

*Gina Hogan*  
Signature  
Gina Hogan  
Print Name:

STATE OF Florida  
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 19 day of May, 2022, by Claudio Araujo 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: 6/19/2024

**Exhibit "A"**  
**RENT, CAM and SECURITY Schedule**

<b>LEASE YEAR</b>	<b>DATES</b>	<b>ANNUAL</b>	<b>MONTHLY</b>
<b>1</b>	<b>October 1, 2022 - September 30, 2023</b>	<b>\$243,200.00</b>	<b>\$20,266.67</b>
<b>2</b>	<b>October 1, 2023 - September 30, 2024</b>	<b>\$250,496.00</b>	<b>\$20,874.67</b>
<b>3</b>	<b>October 1, 2024 - September 30, 2025</b>	<b>\$258,010.88</b>	<b>\$21,500.91</b>
<b>4 (Option)</b>	<b>October 1, 2025 - September 30, 2026</b>	<b>\$265,751.21</b>	<b>\$22,145.93</b>
<b>5 (Option)</b>	<b>October 1, 2026 - September 30, 2027</b>	<b>\$273,723.74</b>	<b>\$22,810.31</b>

**CAM FEE**

<b>LEASE YEAR</b>	<b>DATES</b>	<b>ANNUAL</b>	<b>MONTHLY</b>
<b>1</b>	<b>October 1, 2022 - September 30, 2023</b>	<b>\$54,720.00</b>	<b>\$4,560.00</b>
<b>2</b>	<b>October 1, 2023 - September 30, 2024</b>	<b>\$56,361.60</b>	<b>\$4,696.80</b>
<b>3</b>	<b>October 1, 2024 - September 30, 2025</b>	<b>\$58,052.44</b>	<b>\$4,837.70</b>
<b>4 (Option)</b>	<b>October 1, 2025 - September 30, 2026</b>	<b>\$59,794.01</b>	<b>\$4,982.83</b>
<b>5 (Option)</b>	<b>October 1, 2026 - September 30, 2027</b>	<b>\$61,587.83</b>	<b>\$5,132.31</b>

**SECURITY FEE**

<b>LEASE YEAR</b>	<b>DATES</b>	<b>ANNUAL</b>	<b>MONTHLY</b>
<b>1</b>	<b>October 1, 2022- September 30, 2023</b>	<b>\$10,944.00</b>	<b>\$912.00</b>
<b>2</b>	<b>October 1, 2023-September 30, 2024</b>	<b>\$11,272.32</b>	<b>\$939.36</b>
<b>3</b>	<b>October 1, 2024-September 30, 2025</b>	<b>\$11,610.48</b>	<b>\$967.54</b>
<b>4 (Option)</b>	<b>October 1, 2025-September 30, 2026</b>	<b>\$11,958.79</b>	<b>\$996.56</b>
<b>5 (Option)</b>	<b>October 1, 2026-September 30, 2027</b>	<b>\$12,317.55</b>	<b>\$1,026.45</b>

**Lessee shall be responsible for the payment of the sales tax on rent with each payment of Rent, CAM and Security Fee. Currently said sales tax is 6.5%.**

# MARTIN COUNTY, STUART, FLORIDA




2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-051.DWG | M.C. PROJ. NO. 21-051

SHEET NO. 1 OF 6

## 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, 2, 3, 4, 5 AND 6, SHEETS 5 AND 6 BEING A SKETCH.
  - B. WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR.
3. BEARING BASIS IS NORTH 89°57'21" EAST ALONG THE NORTH SECTION LINE OF SECTION 15, TOWNSHIP 38 SOUTH, RANGE 41 EAST AND ALL OTHERS ARE RELATIVE TO SAID BEARING.
4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE BUILDING NUMBERS 29 AND 30
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, (L)=COMMERCIAL LEASE VALUE, ORB=OFFICIAL RECORDS BOOK, PCN=PARCEL CONTROL NUMBER, PG=PAGE, POB=POINT OF BEGINNING, POC=POINT OF COMMENCEMENT, SQFT=SQUARE FEET
  -  = BREAK LINE
  -  = IRON ROD AND CAP
  -  = QUARTER SECTION CORNER

### SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

THOMAS M. WALKER, JR., P.S.M.  
MARTIN COUNTY SURVEYOR

PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. P.S.M. 6875

DATE: 12/17/2021

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](http://WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK).

**BUILDING NUMBERS 29 AND 30**

**WITHAM FIELD**

**MARTIN COUNTY, FLORIDA**

SUPERVISED BY : TMW

DRAWN BY : JMM | SCALE : N/A

DATE : 12/17/2021

DRAWING # 21-051

# MARTIN COUNTY, STUART, FLORIDA

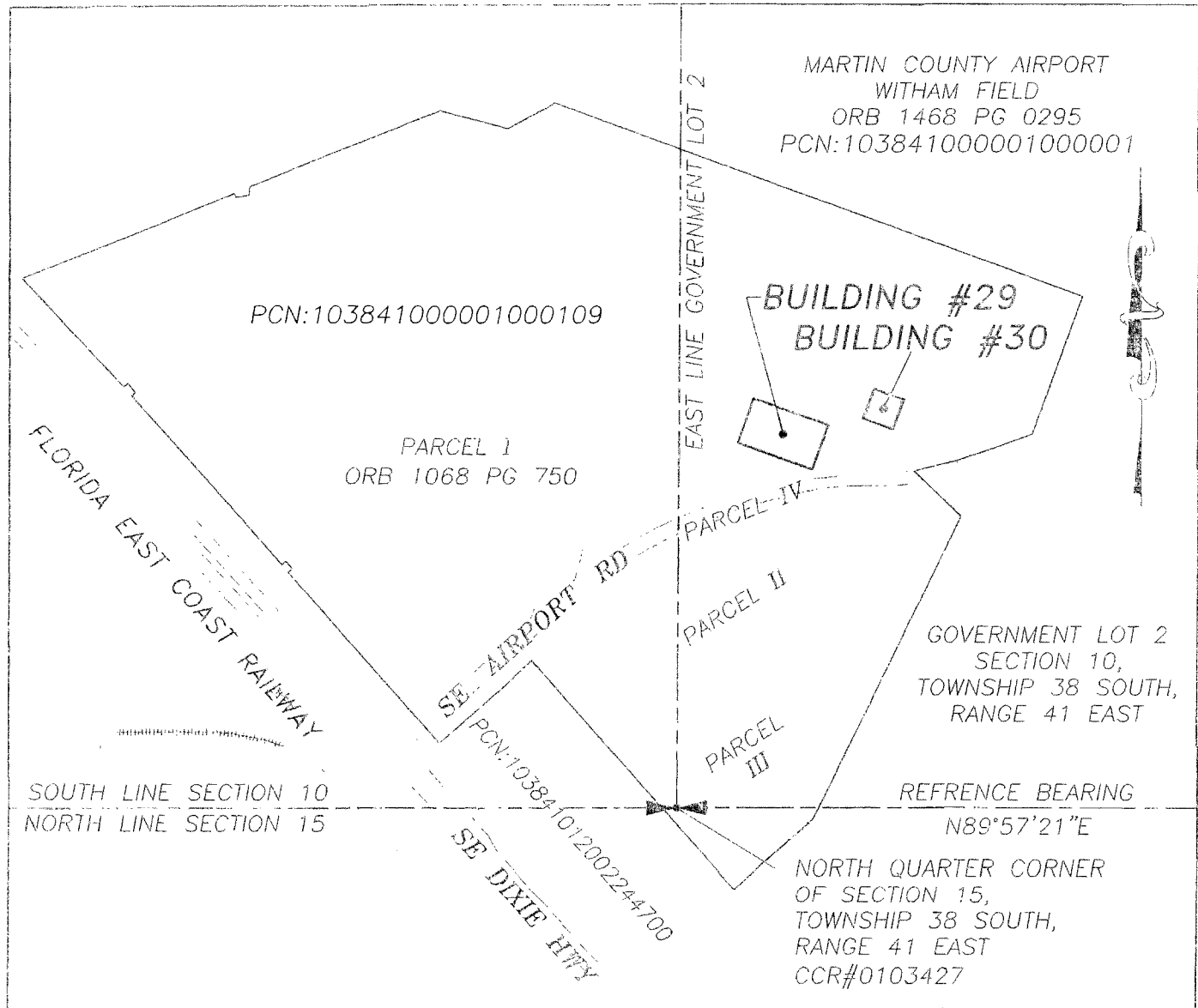
2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-051.DWG | M.C. PROJ. NO. 21-051

SHEET NO. 2 OF 6

## EXHIBIT B

### LOCATION MAP



### GRAPHIC SCALE



( IN FEET )

1 inch = 400 ft.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1, 3, 4, 5 AND 6.

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

BUILDING NUMBERS 29 AND 30

WITHAM FIELD

MARTIN COUNTY, FLORIDA

SUPERVISED BY : TMW

DRAWN BY : JMM | SCALE : 1"=400'

DATE : 12/17/2021

DRAWING # 21-051

# MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-051.DWG | M.C. PROJ. NO. 21-051 | SHEET NO. 3 OF 6

## EXHIBIT B

### DESCRIPTION

A LEASE AREA BEING BUILDINGS 29 AND 30, 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 BUILDING CONTAINS 24,000 SQUARE FEET, (0.551 ACRES) MORE OR LESS.

(DESCRIPTION CONTINUED ON SHEET 4)

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS  
NOT VALID WITHOUT SHEETS 1, 2, 4, 5 AND 6.

**BUILDING NUMBERS 29 AND 30**

**WITHAM FIELD**

**MARTIN COUNTY, FLORIDA**

SUPERVISED BY : TMW

DRAWN BY : JMM | SCALE : N/A

DATE : 12/17/2021

DRAWING # 21-051

# MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-051.DWG | M.C. PROJ. NO. 21-051

SHEET NO. 4 OF 6

## EXHIBIT B

### DESCRIPTION

(DESCRIPTION CONTINUED FROM SHEET 3)

TOGETHER WITH

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 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1068, PAGE 750, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 89°46'38" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 253.63 FEET TO AN IRON ROD AND CAP STAMPED RLS 3343; THENCE NORTH 25°59'45" WEST DEPARTING SAID SOUTHERLY LINE, A DISTANCE OF 119.34 FEET TO THE SOUTHEASTERLY CORNER OF BUILDING NUMBER 30 AND THE POINT OF BEGINNING; THENCE NORTH 70°14'41" WEST ALONG THE SOUTHERLY WALL OF SAID BUILDING, A DISTANCE OF 80 FEET MORE OR LESS TO THE SOUTHWESTERLY CORNER OF SAID BUILDING; THENCE NORTH 19°45'19" EAST ALONG THE WESTERLY WALL OF SAID BUILDING, A DISTANCE OF 80 FEET MORE OR LESS TO THE NORTHWESTERLY CORNER OF SAID BUILDING; THENCE SOUTH 70°14'41" EAST ALONG THE NORTHERLY WALL OF SAID BUILDING, A DISTANCE OF 80 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER OF SAID BUILDING; THENCE SOUTH 19°45'19" WEST ALONG THE EASTERLY WALL OF SAID BUILDING, A DISTANCE OF 80 FEET MORE OR LESS TO THE SOUTHEASTERLY CORNER OF SAID BUILDING AND THE POINT OF BEGINNING.

SAID BUILDING CONTAINS 6,400 SQUARE FEET, (0.147 ACRES) MORE OR LESS.

TOTAL LEASE AREA CONTAINS 30,400 SQUARE FEET, (0.698 ACRES) MORE OR LESS.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS  
NOT VALID WITHOUT SHEETS 1, 2, 3, 5 AND 6.

**BUILDING NUMBERS 29 AND 30**

**WITHAM FIELD**

**MARTIN COUNTY, FLORIDA**

SUPERVISED BY : TMW

DRAWN BY : JMM | SCALE : N/A

DATE : 12/17/2021

DRAWING # 21-051

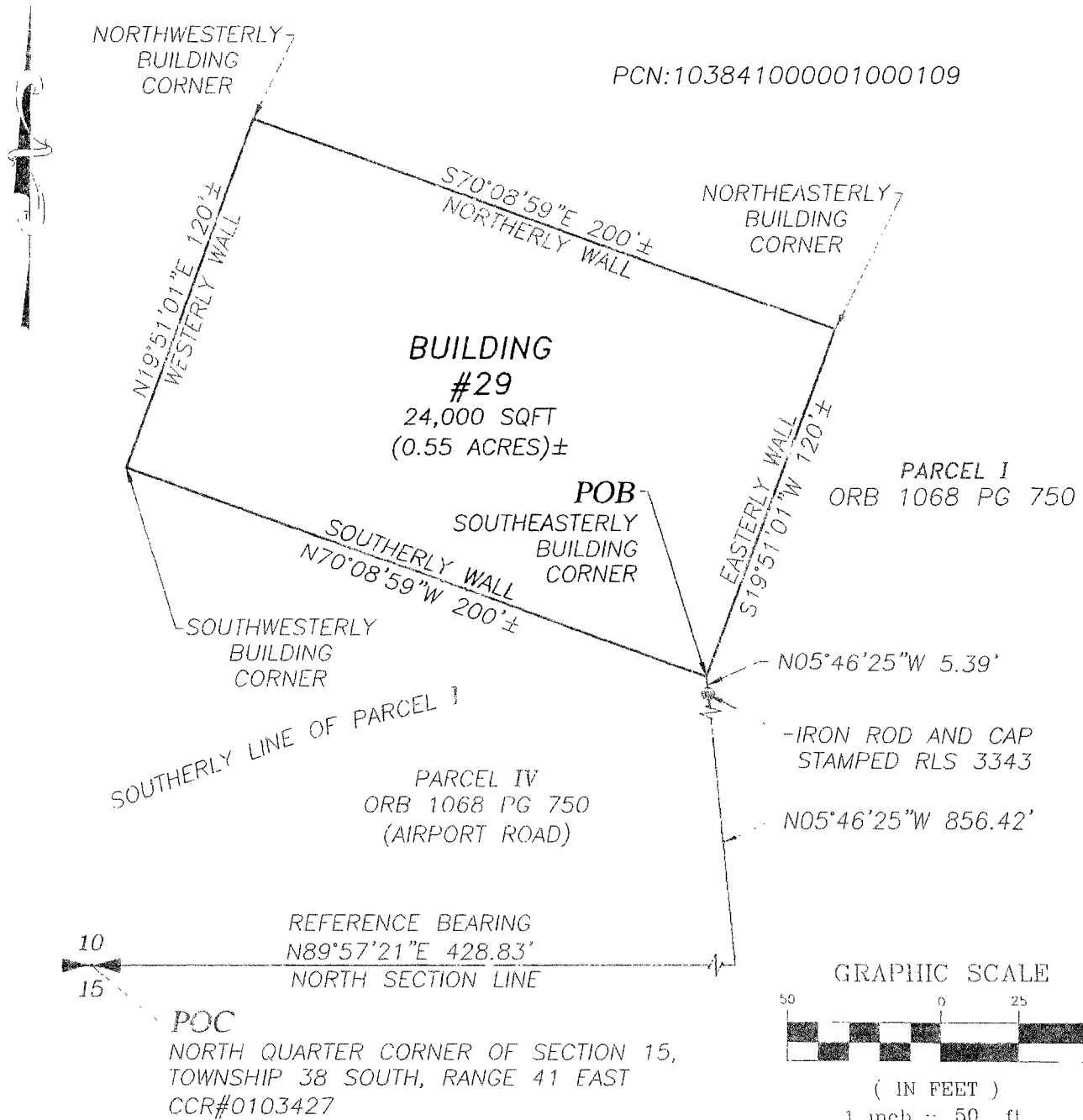
# MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-051.DWG | M.C. PROJ. NO. 21-051

SHEET NO. 5 OF 6

## EXHIBIT B



NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1, 2, 3, 4 AND 6.

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

**BUILDING NUMBERS 29 AND 30**  
**WITHAM FIELD**  
**MARTIN COUNTY, FLORIDA**

SUPERVISED BY : TMW  
DRAWN BY : JMM | SCALE : 1"=50'  
DATE : 12.17.2021  
DRAWING # 21-051

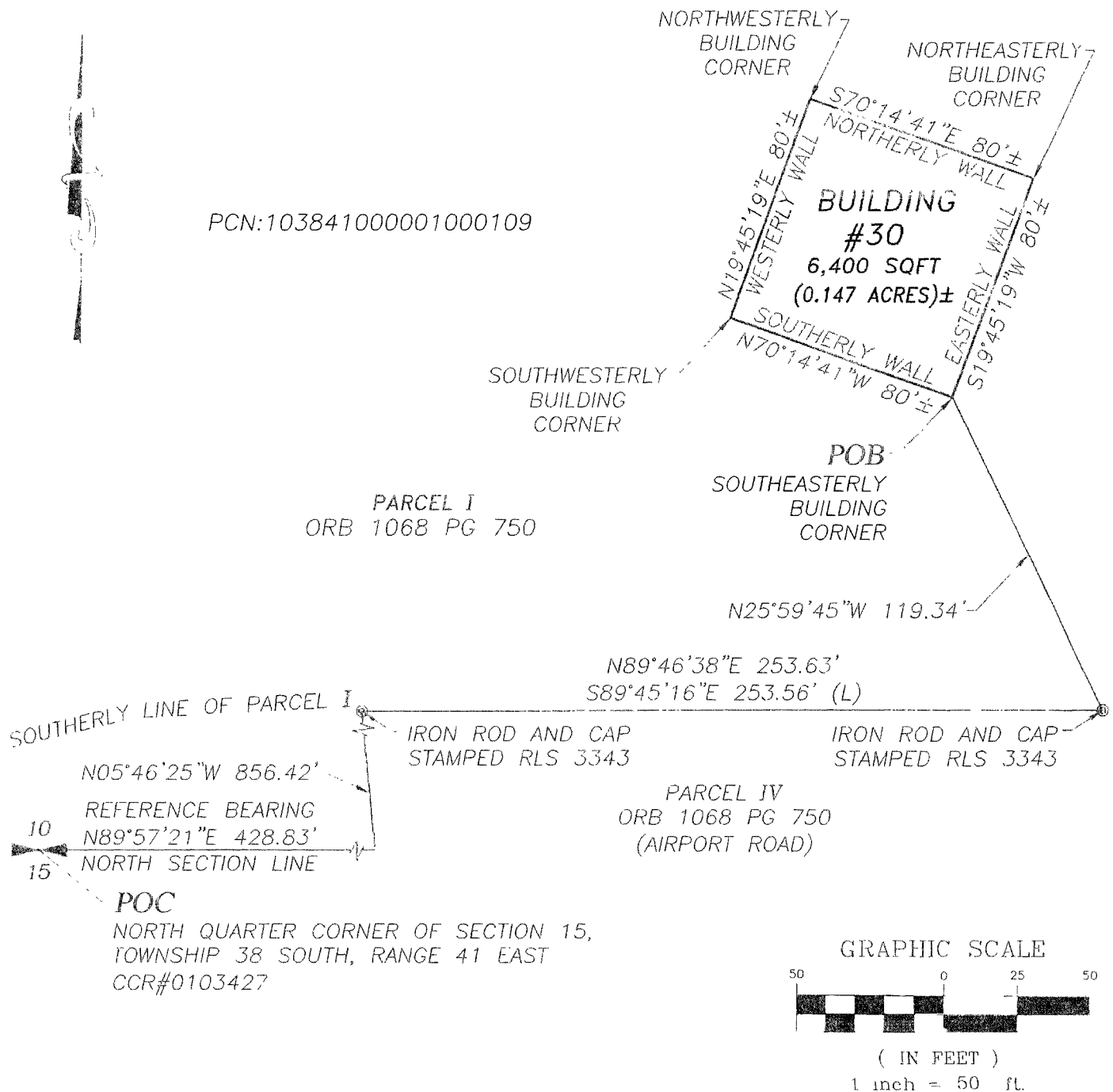
# MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-051.DWG | M.C. PROJ. NO. 21-051

SHEET NO. 6 OF 6

## EXHIBIT B



NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1, 2, 3, 4 AND 5.

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

**BUILDING NUMBERS 29 AND 30**  
**WITHAM FIELD**  
**MARTIN COUNTY, FLORIDA**

SUPERVISED BY : TMW  
DRAWN BY : JMM | SCALE : 1"=50'  
DATE : 12.17.2021  
DRAWING # 21-051