

Mattress Firm # 052123

**AMENDMENT TO LEASE**

This Amendment to Lease (this "Amendment") is made effective August 11, 2020 between **Indian River County** ("Landlord"), and **Mattress Firm, Inc.** ("Tenant").

**RECITALS**

**WHEREAS**, Landlord and Tenant executed that certain lease agreement dated **3/19/2010** (as amended from time to time thereafter, the "Lease"), in regard to certain premises located at **1919 US Highway 1, Sebastian, FL** (the "Premises"), as more particularly described in the Lease;

**WHEREAS**, as a result of the increasing concerns surrounding the spread of the COVID-19 virus in the United States, as well as the recommendations or mandates by federal, state and local authorities to minimize public interaction and, in some areas, temporarily close non-essential retail establishments, Tenant is required to reduce its hours of operation at the Premises and may be required to temporarily cease operations at the Premises; and

**WHEREAS**, Landlord and Tenant desire to modify certain terms and conditions of the Lease.

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Landlord and Tenant hereby agree as follows:

1. Notwithstanding anything to the contrary contained in the Lease, base rent for the period commencing April 1, 2020 and expiring May 31, 2020 (the "Suspension Period") is hereby abated and deemed forgiven. Tenant shall continue to pay all additional rents due under the Lease during the Suspension Period.

2. During the Suspension Period, Landlord hereby waives all recapture rights, non-monetary defaults and events of default, if any, that may arise as a result of Tenant's reduction in hours or temporary closures at the Premises. In addition, notwithstanding anything in the Lease to the contrary, Landlord hereby waives all defaults and events of default, if any, arising out of Tenant's failure to timely pay rent, including additional rent, in whole or in part, when due from April 1, 2020 until the effective date of this Amendment.

3. Landlord and Tenant hereby agree that the current term of the Lease is hereby extended for a two (2) month period, and therefore, the current term of the Lease expires on June 30, 2022. Base rent and other amounts accruing during such extended period shall be at the same rates in effect immediately prior to the start of such extended period. This extension shall have no impact on any existing option or renewal rights of Tenant, which shall continue in full force and effect. Further, this extension shall not be deemed to be an extension, exercise or acceptance of any auto-renewal, option term or renewal term. For purposes of clarity, Landlord and Tenant acknowledge and agree that the respective commencement and expiration date of the Option Term shall also be extended by two (2) months, such that the Option Term, if exercised by Tenant, shall each be for five (5) years.

4. Landlord and Tenant each represents to the other that the party signing this Amendment on its behalf has the authority to do so and has received all necessary consents and approvals to enter into the agreement set forth in this Amendment and such agreement shall be binding upon Landlord and Tenant and their respective successors and assigns. Except as modified as set forth in this Amendment, all of the terms and provisions of the Lease remain unchanged and in full force and effect and Landlord and Tenant ratify and confirm same. Landlord and Tenant acknowledge and agree that the Lease, as modified by this Amendment, sets forth the entire agreement between Landlord and Tenant. In case of any conflict between the terms and provisions of the Lease and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

5. This Amendment may be executed in counterparts, each of which shall constitute an original, and which together shall constitute one and the same agreement. This Amendment may be executed or delivered by electronic or facsimile means, and copies of executed signature pages stored electronically in portable document format (.pdf) shall be binding as originals. Neither party shall record this Amendment without the express prior written consent of the other.

**(SIGNATURE PAGE TO FOLLOW)**

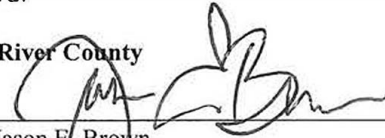
Mattress Firm # 052123

Mattress Firm # 052123

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the day and year first above written.

**Landlord:**


Indian River County

By:   
Name: Jason E. Brown  
Its: County Administrator  
Pursuant to IRC Code §105.01

**Tenant:**

Mattress Firm, Inc.

DocuSigned by:  
  
By: Randy Carlin  
Name: Randy Carlin  
Its: Chief Real Estate Officer

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY:   
WILLIAM K. DEBRAAL  
DEPUTY COUNTY ATTORNEY