

Mattress Firm # **052123**

AMENDMENT TO LEASE

This Amendment to Lease (this "Amendment") is made to be effective _____, 2021 between **Indian River County** ("Landlord"), and **Mattress Firm, Inc.** ("Tenant").

R E C I T A L S

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 containing approximately **4800** square feet of leasable floor area located at **1919 U.S. Highway 1, Sebastian, FL**, as more particularly described in the Lease; and

WHEREAS, Landlord extended lease with Amendment to Lease, approved and executed by Board of County Commissioners on November 6, 2018.

WHEREAS, the term of the Amendment to Lease should expire on April 30, 2022: due to the 2020 pandemic Landlord agreed to two month rent abatement extending the Lease thru June 30, 2022; 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. Landlord and Tenant acknowledge and agree that the current term of the Lease is set to expire as of **6/30/2022**. Landlord and Tenant further acknowledge and agree that notwithstanding anything to the contrary contained in the Lease, base rent for the remainder of the current term through such revised date shall be **\$11.78** per square foot or \$56,544.00 annually, payable in 12 monthly installments of \$4,712.00.

2. Landlord and Tenant acknowledge and agree that, following the expiration of the current term, the new lease term shall be five (5) year period from **7/1/2022 to 6/30/2027** (the "Option Term"), and base rent for the Option Term shall be **\$13.50** per square foot or **\$64,800.00 annually, payable in 12 monthly installments of \$5,400.00**. Further, Landlord and Tenant acknowledge and agree that there is no option to extend the Lease past the stated Option Term.

3. Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant acknowledge and agree that any notices required or permitted to be sent to Tenant under the Lease shall be addressed as follows:

Tenant:

Mattress Firm # **052123**
C/o Mattress Firm, Inc.
10201 South Main Street
Houston, Texas 77025
Attention: Real Estate Department

With a copy of default notices, if any, to:

Mattress Firm # **052123**
C/o Mattress Firm, Inc.
10201 South Main Street
Houston, Texas 77025
Attention: Lease Admin. Department

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.

5. 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.

6. 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.

7. All terms and definitions used in this Amendment not herein defined are to be given the definition of the term as provided in the Lease, unless specifically stated otherwise.

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

See Attached Landlord Signature Page

Tenant:

Mattress Firm, Inc.

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the Landlord has executed this Amendment as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _____
Peter D. O'Bryan, Chairman

BCC Approved: _____

Attest: Jeffrey R. Smith, Clerk of Court and
Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency

William K. DeBaal
Deputy County Attorney

Approved:

By _____
Jason E. Brown
County Administrator