



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: July 10, 2020

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PBS*
Real Estate Management Division

FROM: Alex Feinman, Assistant Manager *AF by*
Real Estate Management Division *PBS*

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Commercial Lease Agreement by and between Consolidated Bedding Group, LLC and Orange County, Florida and delegation of authority to the Real Estate Management Division to exercise renewal options, execute tenant estoppel certificates, and furnish notices, required or allowed by the lease, as needed

PROJECT: Suddath Warehouse
101 Suddath Drive, Suite B, Orlando, Florida 32806
Lease File #10105

District 3

PURPOSE: To continue to provide warehouse space for the Emergency Medical Services Division.

ITEM: Commercial Lease Agreement
Cost: Until December 31, 2020 - \$7,333.33 base rent per month
Until December 31, 2021 - \$7,480.00 base rent per month
Size: 16,000 square feet
Term: Until December 31, 2021
Options: Three, 1-year renewals

BUDGET: Account No.: 0001-060-2410-3620

APPROVALS: Real Estate Management Division
County Attorney's Office
Emergency Medical Services Division
Risk Management Division

REMARKS: County currently subleases approximately 15,000 square feet of warehouse space (Subleased Premises) for the Emergency Medical Services Division at 101 Suddath Drive, Suite B, Orlando, (Site) pursuant to a Sublease Agreement with Central Florida Disaster Medical Coalition, Inc. (Coalition) approved by the Board on June 16, 2015, as amended (Sublease). The Subleased Premises are a portion of approximately 16,000 square feet of warehouse space (Leased Premises) that Coalition leases from Consolidated Bedding Group, LLC (Landlord) pursuant to a separate agreement.

At the time of the Sublease in 2015, County only subleased 5,000 square feet of Leased Premises, but that expanded in 2018 to 15,000 square feet pursuant to an amendment to the Sublease approved by the Board on December 4, 2018. Coalition has since notified County that Coalition no longer desires to lease the Leased Premises from Landlord and then sublease nearly all of the Leased Premises to County. Coalition has requested, and County has agreed, that County enter into a direct lease with Landlord to provide for County's continued use of the Leased Premises.

This Commercial Lease Agreement provides County a direct lease with Landlord with a new term through December 31, 2021, with three, 1-year options. Coalition will be terminating its lease with Landlord pursuant to a separate instrument.

JUL 28 2020

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement (this "**Lease Agreement**") is made effective as of the later of (i) the date last executed below or (ii) the termination of the Commercial Lease Agreement by and between Lessor (hereinafter defined) and Central Florida Disaster Medical Coalition dated December 16, 2016 (the "**Effective Date**") and entered into by and between:

The "**Lessor**" is a Florida limited liability company known as Consolidated Bedding Group, LLC, whose address is 101 Suddath Drive, Suite A, Orlando, FL 32806, hereinafter referred to as the "**Lessor.**"

AND

The "**Lessee**" is a charter county and political subdivision of the State of Florida known as Orange County, Florida, whose address is 201 S. Rosalind Avenue, Orlando, Florida, 32810, hereinafter referred to as the "**Lessee.**"

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor hereby agrees to lease to the Lessee, and the Lessee hereby leases from Lessor, for the terms and conditions set forth in this Lease Agreement, the following described sixteen thousand (16,000) square feet of warehouse space located at 101 Suddath Drive, Orlando, Florida, 32806, additionally known as Orange Co Suit B, as further described in Exhibit "A" attached as an exhibit and made a part of this Lease Agreement (hereinafter referred to as the "**Premises**"), together with the building and other improvements constructed thereon as hereinafter provided and together with the right to use all adjoining parking areas, driveways, sidewalks, roads, alleys, bathrooms, and means of ingress and egress insofar as Lessor has the power to lease or license the use thereof.

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement, which shall not be unreasonably withheld, conditioned, or delayed.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on the first day of the first month following the Effective Date (the "**Commencement Date**") and expire at 11:59 p.m. on December 31, 2021 (the "**Initial Term**").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor for the Initial Term of this Lease Agreement in accordance with the following payment schedule:

PAYMENT SCHEDULE

Start Date: Commencement Date End Date: December 31 2020 Payment: \$7,333.33 per month in base rent.

Start Date: January 1 2021 End Date: December 31 2021 Payment: \$7,480.00 per month in base rent

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid by the Lessee to the Lessor's mailing address below, which may be changed from time to time in Lessor's sole discretion: 101 Suddath Drive, Orlando, Florida, 32806.

RETURNED CHECKS (NSF). Intentionally deleted.

LATE FEE. Intentionally deleted.

OPTION TO RENEW. The Lessee shall have the right to renew this Lease Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 180 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of three (3) renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on January 1, 2022 and end on December 31, 2022 (the "**First Renewal Term**"). The second (2nd) renewal period shall begin on January 1, 2023 and end on December 31, 2023 (the "**Second Renewal Term**"). The third (3rd) renewal period shall begin on January 1, 2024 and end on December 31, 2024 (the "**Third Renewal Term**"). The base rent to be paid for each of the renewal periods to be as follows:

First Renewal Term

January 1, 2022 – December 31, 2022 \$7,629.60 per month in base rent

Second Renewal Term

January 1, 2023 – December 31, 2023 \$7,782.19 per month in base rent

Third Renewal Term

January 1, 2024 – December 31, 2024 \$7,937.84 per month in base rent

DELEGATED AUTHORITY

Lessee's Manager of the Real Estate Management Division, or designee, shall have the authority to renew this Lease Agreement on behalf of Lessee. Any such renewal shall be subject to the same terms and conditions as set forth herein.

EXPENSES. In accordance with a Triple Net (NNN) Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that in addition to the base rent, the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

OPERATING EXPENSES. Lessee hereby agrees to pay Lessee's proportionate share of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any renewals thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate, and personal property taxes and assessments (hereinafter detailed), management fee(s), heating, air conditioning, HVAC, , , operating materials and supplies, service agreements and charges, lawn care, , restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may

affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

TAXES. Lessee shall pay, during the term of this Lease Agreement and any renewals thereof, Lessee's proportionate share of real estate taxes and special taxes and assessments (collectively, the "**Taxes**") attributable to the Premises and accruing during such term. The Lessee shall pay to Lessor said Taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated.

INSURANCE.

Notwithstanding the above, Lessor and Lessee acknowledge and agree that Lessee's estimated proportionate share of Operating Expenses, Insurance, and Taxes (hereinafter "**Expenses**") for the calendar year 2020 are \$1,760.00 per month. Expenses are subject to annual increases during the term of this Lease Agreement, and any renewals thereof; Operating Expenses may not increase by more than five percent (5%) from calendar year to calendar year.

For purposes hereof, Lessee's proportionate share shall mean the fraction determined by dividing the number of rentable square feet in the Premises (currently deemed to be 16,000 square feet) by the total number of rentable square feet in the Completed (hereinafter defined) managed by Lessor (presently deemed to be 74,538 square feet), which results in Lessee's proportionate share presently deemed to be 21.47%.

Within one hundred twenty (120) days after the expiration of each calendar year (including the calendar years in which the expiration or earlier termination of this Lease Agreement occurs), Lessor shall send Lessee a statement that sets forth (i) the total amount of Operating Expenses actually incurred by Lessor for such calendar year, (ii) Lessee's proportionate share of such actual Expenses for such calendar year, and (iii) the total amount of Lessee's monthly payments towards Expenses for such calendar year previously received by Lessor. In the event the amount in (ii) is more than the amount paid in (iii), Lessee shall pay Lessor the difference within thirty (30) days after the delivery of such statement (including any statement delivered after the expiration or earlier termination of this Lease). In the event the amount in (ii) is less than the amount paid in (iii), the excess shall be credited to Lessee's next estimated payment(s) of rent, until such excess is fully refunded to Lessee.

UTILITIES. Lessee shall pay to Lessor Eight Hundred and Fifty Dollars and No/100 (\$850.00) per month for Lessee's utilities (electricity, water, wastewater, sewage, telephone, internet, etc.). Lessor shall have no right to collect additional funds from Lessee in the event Lessee's use of such utilities exceed such monthly payment. Lessee shall have no right for any rent credit from Lessor in the event Lessee's use of such utilities are below such monthly payment.

SECURITY DEPOSIT. A security deposit shall not be required for this Lease Agreement.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease Agreement.

PARKING. Parking shall be provided to the Lessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the parking space(s).

RIGHT OF FIRST REFUSAL. Lessor grants to Lessee throughout the Initial Term, along with any renewal periods, a right of first refusal to purchase the complex around and including the building (the "**Complex**") pursuant to any offer received and accepted by the Lessor. Lessor must notify Lessee in writing and offer to purchase all or part of the Premises with Lessee having 7 calendar days after receipt of the notice to exercise its right of first refusal and notify Lessor of its decision whether or not to purchase the Premises under the same or similar terms under the offer accepted by the Lessor. Lessee's Manager of the Real Estate Management Division, or designee, shall have the authority to notify Lessor of Lessee's intent to purchase the Complex. Lessee shall not be bound to purchase the Complex following Lessee's notice and Lessor shall have no rights to collect for any damages related to Lessee's notice.

If financing is needed by the Lessee, the Lessee will be allowed the time-frame as stated in the offer accepted that was accepted by the Lessor. If the offer accepted by the Lessor is not contingent on financing then the Lessee shall be granted a maximum of 30 days to secure financing for the purchase of the Premises.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda, if applicable) shall be made to the Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, conditioned, or delayed, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject Premises.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any

person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease Agreement.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. Lessor, during the term of this Lease Agreement, or any renewal thereof, shall, at its sole cost and expense, make all repairs as shall be reasonably necessary to keep said Premises in good condition and repair. Lessor shall also keep the exterior of the Premises, roof, walls, flooring and supports, driveways, pathways, roadways, sidewalks, curbs, parking area, loading areas, landscaped areas, entrances and passageways, foundation, plumbing, and electrical systems in good repair. Such responsibilities to repair and maintenance are further detailed in Exhibit "B" attached as an exhibit and made a part of this Lease Agreement.

Lessee agrees at the expiration of this Lease Agreement or upon the earlier termination thereof, to quit and surrender said Premises in good condition and repair, reasonable wear and tear excepted.

SALE OF PROPERTY. Intentionally deleted.

INSURANCE. To the extent permitted by law and without waiving the limitations specified in Section 768.28 of the Florida Statutes, Lessee shall maintain insurance in an amount deemed appropriate by the Lessor and Lessee. Lessee maintains a self-insurance program with a limit of one million dollars (\$1,000,000) which the Lessor finds acceptable. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease Agreement, or any right or interest hereunder or sublet said Premises or any part thereof, without the prior written consent of Lessor, which will not be unreasonably withheld, conditioned, or delayed.

DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises or the Complex, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and Expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of this Lease Agreement, Lessor shall provide notice of breach to Lessee and allow Lessee (30) days to cure. If Lessee has not fulfilled its obligations within thirty (30) days after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease Agreement terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease Agreement. It is further agreed, that if the Lessee is in default after the period to cure has lapsed, the Lessor shall be entitled to take any and all action to protect its interest

in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default if the opportunity to cure has lapsed, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within forty-five (45) days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the Lessor and Lessee fail to resolve the dispute through negotiation then the parties shall be allowed to submit their cases in accordance with the local court system. The parties shall each bear their own costs, expert's fees, attorneys' fees, and other fees incurred in connection with this Lease Agreement and any dispute or litigation that arises either directly or indirectly from this Lease Agreement.

INDEMNIFICATION.

To the extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits and judgments, fines, liabilities, costs and expenses (including attorney's fees) each attributable to its own negligent acts or omissions or those of its officials and employees acting within their scope of their employment or connected in any way or arising from performance under this Lease. The foregoing shall not constitute an agreement by any party to assume any liability for the acts, omissions and/or negligence of any other party. This provision shall survive termination of this Lease. Nothing herein is intended to act as a waiver of the Lessee's sovereign immunity pursuant to Section 768.28 of the Florida Statutes, and, notwithstanding anything in this Agreement to the contrary, under no circumstances shall Lessee be liable to Lessor under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Lease and are not confined to tort liability.

BANKRUPTCY - INSOLVENCY. Intentionally deleted.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

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

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease Agreement that the Premises are in good condition and comply in all respects with the requirements

of this Lease Agreement. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the right of entry to the Premises at any time or times, with no less than twenty-four (24) hours' notice for purposes of inspecting and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the base rent and Expenses have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default. Lessee's Manager of the Real Estate Management Division, or designee, shall have the authority to execute such estoppel certificate on behalf of Lessee.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration, or sooner termination of the Lease Agreement, or any renewal thereof, without the written consent of Lessor, no holdover rent shall be charged to Lessee for the first three (3) months of such holdover. In the event Lessor and Lessee are in good faith negotiations for a renewal or extension of this Lease Agreement, no holdover rent shall be charged to Lessee.

WAIVER OF RIGHTS. Waiver by Lessor or Lessee of a default under this Lease Agreement shall not constitute a waiver of a subsequent default of any nature.

Suddath Warehouse
Lease File #10105

GOVERNING LAW. This Lease shall be governed by the laws of the State of Florida.

VENUE. For any legal proceeding arising out of or relating to this Lease Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

NOTICES. Notices shall be addressed to the following:

Lessor

Consolidated Bedding Group
101 Suddath Dr, Orlando , Florida, 32806

Lessee

Orange County, Florida
Attn: Director, Health Services
PO Box 1393
Orlando, Florida, 32802

with copies to:

Orange County, Florida
Attn: Manager, Real Estate Management
PO Box 1393
Orlando, Florida, 32802

and:

Orange County, Florida
Attn: County Attorney
PO Box 1393
Orlando, Florida, 32802

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

Suddath Warehouse
Lease File #10105

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease Agreement. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

WAIVER OF SOVEREIGN IMMUNITY. Nothing contained in this Lease Agreement shall constitute, or be in any way construed to be, a waiver of Lessee's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

COUNTERPARTS. This Lease Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.

RECORDING. This Lease Agreement may not be recorded in the official public records of Orange County.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

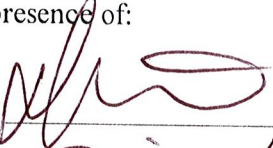
ENTIRE AGREEMENT. This Lease Agreement and its Exhibits constitute the entire agreement between the parties and supersedes all prior agreements, oral or written. No waiver, modification, additions or addenda to this Agreement shall be valid unless in writing and signed by both the Lessor and the Lessee.

(signature pages and exhibits follow)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Commercial Lease Agreement to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Effective Date.

Signed and delivered
in the presence of:

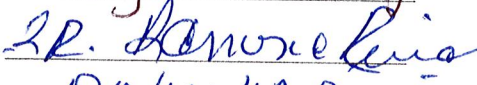
Witness:



Printed Name:

Dejan Ondely

Witness:



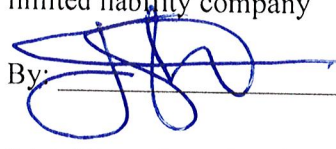
Printed Name:

RAKONNA RENO

LESSOR:

Consolidated Bedding Group, LLC, a Florida
limited liability company

By:

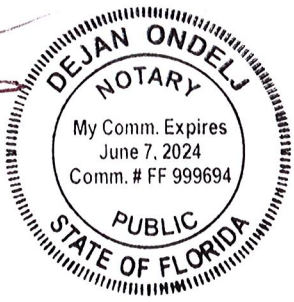
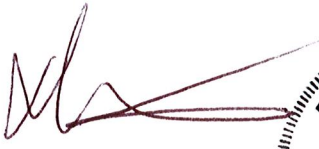


Printed Name: James Saunders

Title: Managing Member

Date:

8-3-20



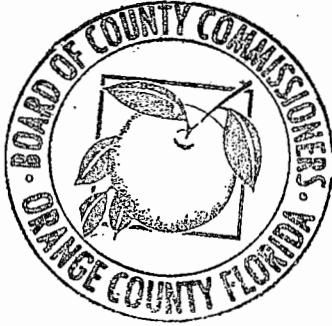
8/4/2020

Suddath Warehouse
Lease File #10105

IN WITNESS WHEREOF, Lessor and Lessee have caused this Commercial Lease Agreement to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Effective Date.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Jerry L. Demings
Jerry L. Demings
Orange County Mayor

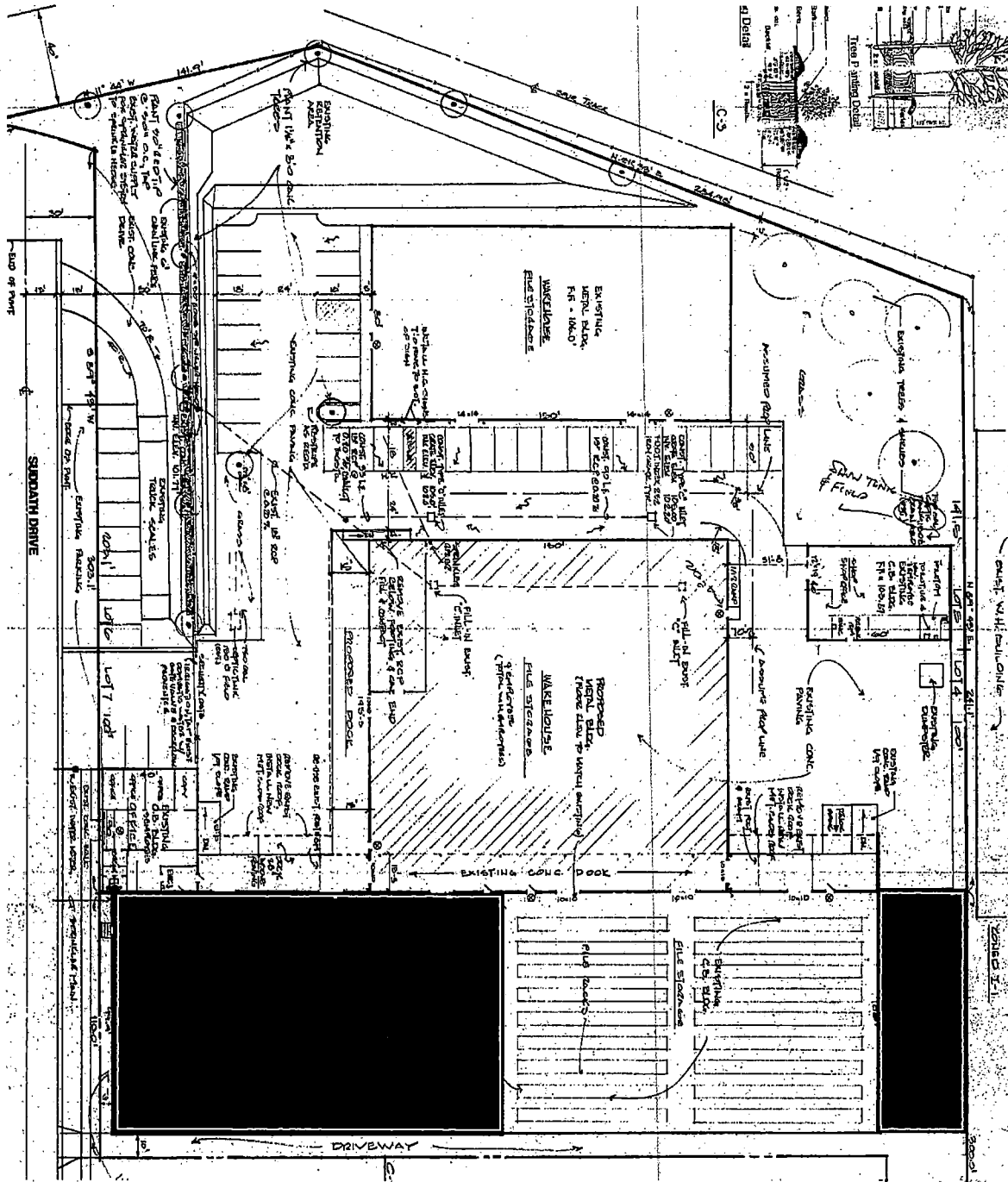
Date: 29 July 2020

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: Noelia Perez
for Deputy Clerk

Printed Name: Noelia Perez

EXHIBIT "A"
 LEASED PREMISES




 Premises

EXHIBIT "B"

MAINTENANCE AND REPAIR LIST

Lessor and Lessee acknowledge and agree the following will constitute Maintenance and Repair responsibilities regarding the Leased Premises:

	Lessor ("CBG") or Lessee ("County")	Comments
Cabinets, Vanities, and Countertops	CBG	
Carpet and/or Tile (incl. Deep Cleaning, Repair, and Replacement)	CBG	
Changes / Additions to Building	CBG	
Common Area Maintenance	CBG	
Dumpsters / Trash	CBG	
Elevators	N/A	
Exterior Cleaning	CBG	
Exterior Doors (incl. Closure Devices, Frames, Molding, etc.)	CBG	
Exterior Electrical: Meter Base, Outlets, Switches, etc.	CBG	
Exterior Lighting (Pole and Building Fixtures)	CBG	
Exterior Painting	CBG	
Exterior Plumbing (incl. Septic Tanks, Lift Stations, Pumps, etc.)	CBG	
Exterior Walls, Building Envelope, and other Structural Components	CBG	
Exterior Windows	CBG	
Fire Alarm Systems (incl. False Alarms)	CBG	
Fire Extinguishers	CBG	
Generators	N/A	
HVAC (incl. Filters, Repairs, and Replacement)	CBG	
Interior Doors (incl. Closure Devices, Frames, Molding, etc.)	CBG	
Interior Electrical: Main Switchgear & Breakers	CBG	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	CBG	
Interior Decoration (incl. Paint, Hanging Pictures, Shelves, TV's, Dispensers, etc.)	CBG	
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (incl. Leaks under Slab or Inside Walls)	CBG	
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	CBG	
Irrigation Systems (incl. Controllers, Pumps)	CBG	
Janitorial	CBG	To be provided at least once a week, including supplies
Landscaping (incl. Debris Clean-up & Storm Drainage)	CBG	
Life Safety / Fire Sprinklers / Fire Hood Suppression	CBG	
Locks / Key Management	CBG	
Overhead Doors / Automatic Gates (incl. Closure Devices, etc.)	CBG	
Parking Lot and Driveway (incl. Hardscapes)	CBG	
Pest Control (incl. removal/disposal of dead animals)	CBG	
Roof	CBG	

**Suddath Warehouse
Lease File #10105**

Security Systems / Cameras	CBG	
Signage	CBG	
Utilities – Electrical	CBG	
Utilities – Internet Access, Phones, IT equipment	CBG	
Utilities – Water / Sewer	CBG	
Other:		
Other:		
Other:		
Other:		