

FIRST AMENDMENT TO AIRPORT TERMINAL LEASE FOR RESTAURANT SPACE

THIS FIRST AMENDMENT TO LEASE FOR AIRPORT TERMINAL LEASE FOR RESTAURANT SPACE ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City" or "Landlord") and **ELEVATION 89, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 82-3868651) ("Tenant").

WHEREAS, on July 10, 2021, Landlord and Tenant entered into an Airport Terminal Lease for Restaurant Space (the "Original Lease"), City of Ocala Contract Number: AIR/190037; and

WHEREAS, Tenant wishes to include Event Room #2 in the in the Leased Premises under the Original Lease; and

WHEREAS, Tenant estimates it will expend \$30,000 to remodel Event Room #2 to integrate it into its normal dining area experience; and

WHEREAS, Landlord wishes to add Event Room #2 to the Original Lease, with the condition that aviation groups who currently use the room monthly may continue to do so through coordination with Tenant. Those groups are the Airport Advisory Board, EAA Chapter 812, Ocala Civil Air Patrol, and the Ocala Flight Simulator Club.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Landlord and Tenant agree as follows:

1. **RECITALS.** Landlord and Tenant hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL LEASE.** The Original Lease between Landlord and Tenant is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO PARAGRAPH 2.1.** Paragraph 2.1 in the Original Lease is deleted and hereby replaced with the following language:

2.1. Landlord Leases to Tenant, and Tenant leases from Landlord, those premises as described and depicted on the sketch attached hereto as Amended Exhibit B (the "Premises") within the Leased Space. (The sketch is attached only to provide a visual guide to the location of the Premises in relation to the presently existing exterior and interior walls of the Terminal.) Landlord may construct, improve and alter the Terminal from time to time as Landlord chooses as long as such activities do not interfere with Tenant's lease of the Premises hereunder. Events Room #2 is included in the leased Premises. However, the core aviation entities who use Events Room #2 on a monthly basis at the time this Amendment is executed shall continue to utilize it, unimpeded.

4. **AMENDMENT TO PARAGRAPH 4.** Paragraph 4 in the Original Lease is deleted and hereby replaced with the following language:

4. So long as Tenant is not in default hereunder, Tenant may request to renew the Lease for up to **TWO (2)** additional **FIVE-YEAR (5-year)** terms (each a "Renewal Term") by giving Landlord written notice of such request at least three (3) months before the end of the Initial Term. Time is of the essence concerning such notice. If Tenant does not provide such notice, Tenant shall be deemed to have waived its right to renew the



5. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Lease as Exhibit B – Sketch of Premises is hereby deleted and replaced, in its entirety with the document attached to this First Amendment as **Amended Exhibit B – Sketch of Premises**.
6. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

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9. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

ELEVATION 89, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)