

**THIRD AMENDMENT TO CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT
AND LEASE**

THIS THIRD AMENDMENT TO AGREEMENT FOR CITY OF OCALA AIRPORT RENTAL CAR CONCESSION AGREEMENT AND LEASE ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ENTERPRISE LEASING COMPANY OF FLORIDA, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida ("Operator").

WHEREAS, on December 17, 2019, the City Council for the City of Ocala approved an Airport Rental Car Concession Agreement and Lease (the "Original Agreement") with Enterprise Leasing Company of Florida, LLC for a term of three (3) years, from February 1, 2020 through January 31, 2023; and

WHEREAS, on December 5, 2022, City and Operator entered into a First Amendment to Rental Car Concession Agreement and Lease to amend the terms of Paragraph 6.4.2.b.7 of the Original Agreement; and

WHEREAS, on May 7, 2023, City and Operator entered into a Second Amendment to Rental Car Concession Agreement and Lease to further amend the terms of Paragraph 4.2.6 and Attachment 2 – Rental Car Offices, and to extend the Original Agreement, as amended, for an additional three (3) year term from February 1, 2023 to January 31, 2026; and

WHEREAS, the City and Operator now desire to amend the terms in Paragraphs 4.2.2, 4.2.3, 4.2.4, and 6.3.1, and to extend the term of the Original Agreement, as amended, for an additional three (3) year period.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Operator agree as follows:

1. **RECITALS.** City and Operator hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Operator, as amended, 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 Third Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional three-year term beginning **FEBRUARY 1, 2026** and terminating **JANUARY 31, 2029**.
4. **AMENDMENT TO PARAGRAPH 4.2.2 – SPECIFIC REQUIREMENTS.** Effective February 1, 2026, the language set forth in Paragraph 4.2.2 of the Original Agreement, as amended, shall be deleted and replaced in its entirety with:

Specific Requirements. The Terminal Improvements shall include approximately 719 square feet for the Counter Space, but shall otherwise be located and configured as determined by City in its sole discretion.

5. **AMENDMENT TO PARAGRAPH 4.2.3 – PARKING AREA.** Effective February 1, 2026, the language set forth in Paragraph 4.2.3 of the Original Agreement, as amended, shall be deleted and replaced in its entirety with the following:

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

9. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
10. **ELECTRONIC SIGNATURE(S).** Operator, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.
11. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

**ENTERPRISE LEASING COMPANY OF
FLORIDA, LLC**

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____
(Title of Authorized Signatory)