



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of January, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of January, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") Effingham County Board of Commissioners ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Notwithstanding the provisions of Section 4 of the Agreement to the contrary, lessee shall be permitted to operate vehicles transporting people for hire subject to the following conditions:

Lessee represents and warrants that it is authorized to conduct business as a for-hire carrier in the State of Georgia where vehicles shall be utilized in a for-hire manner in the State of Georgia. Lessee represents that it has obtained and shall continue to maintain all necessary permits for applicable territories in which it shall operate a vehicle for hire and otherwise meets all requirements imposed by law of a for-hire carrier and has done all things necessary to fulfill such requirements. In the event that Lessee's status as a for-hire carrier changes in any manner, Lessee will immediately notify Lessor in writing and Lessee will be considered in default of the Master Equity Lease Agreement.

So long as Lessee is an authorized for-hire carrier and meets all requirements imposed by law, then, notwithstanding any language in the Agreement to the contrary, Lessee may utilize the leased vehicle for the transporting of persons for hire up to a seating capacity of no more than ten (10) passengers including the driver. Lessee shall comply with all applicable federal, state and local laws, regulations, ordinances and orders relating to the transportation of persons for hire, including all insurance requirements. Lessee shall ensure that anyone operating a vehicle pursuant to the Agreement for-hire will be validly licensed for the intended use of the vehicle.

To the extent permitted by applicable law, Lessee agrees to indemnify, defend and hold Lessor harmless from any and all losses, damages, liabilities, injuries, claims, demands, expenses, fines, penalties and costs (including, without limitation, attorneys' fees and expenses) which Lessor may incur by reason of, or arising out of, Lessee's (i) breach or violation of the foregoing paragraphs, or (ii) performance of its services as a for-hire carrier. This indemnification is in addition to, and not in lieu of, the indemnification by Lessee set forth in the Agreement, and shall survive the termination of the Agreement and this Amendment.

Lessee will maintain, at its own cost, Automobile Liability Insurance with minimum limits of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage or higher limits if required by law of a for-hire carrier, but in no case less than the minimum limits set forth in the Agreement or this Amendment.

Lessor shall have the right to terminate this Amendment at any time without cause, following ten (10) days prior written notice to Lessee. Lessor shall have the right to terminate this Amendment immediately with cause. Termination for cause shall include, but not be limited to, Lessee's failure to comply with any terms of this Amendment. Upon the effective date of termination, Lessee shall immediately cease all subject activities hereunder, including, but not limited to, using or operating a Scheduled Vehicle under the master Equity lease Agreement in a for-hire capacity or otherwise transporting persons for hire.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of \_\_\_\_ day of January, 2022.

Effingham County Board of Commissioners (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title: \_\_\_\_\_