

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of June, 2025 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of June, 2025 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Chanute USD 413 ("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 minors subject to the following conditions:

So long as Lessee meets all requirements imposed by law, then, notwithstanding any language in the Agreement to the contrary, Lessee may utilize such leased Vehicle for the transporting of minors. Lessee shall comply with all applicable federal, state and local laws, regulations, ordinances and orders relating to the transportation of minors, including all insurance requirements. Lessee shall ensure that no point-of-sale payments shall be received or charged for Vehicle(s) under this Agreement. Lessee shall ensure that anyone operating a Vehicle pursuant to the Agreement will be validly licensed for the intended use of the Vehicle. Lessee shall not utilize any Vehicle in a for hire capacity wherein any passenger shall be required to compensate Lessee for any such transportation. Lessee agrees to limit such Vehicle radius within the State of Kansas, Missouri, and Oklahoma. Lessee is not permitted to operate the leased Vehicles in Colorado, New Hampshire or Pennsylvania. Lessee agrees that no leased Vehicle shall be registered as or qualify to be registered as a school bus. Notwithstanding anything to the contrary herein or as set forth in the Agreement, Lessee hereby agrees that at no time shall it permit any individual under the age of eighteen to be an occupant or passenger in any leased Vehicle with a seating capacity of 11 or more including the driver.

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 transporting of minors 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 each with limits as required by law to transport minors, but in no case less than the minimum limits of \$5,000,000. This requirement can be satisfied with a combination of an auto liability policy and an excess auto liability policy or umbrella policy.

Lessor hereby agrees to grant Lessee exclusive use and possession of the motor Vehicle during the duration of this Agreement, save as is provided for by the Agreement. 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 Vehicle 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 the day and year first above written.

Chanute USD 413 (Lessee)

By _____

Title: _____

Date Signed: _____, _____

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

By _____

Title: _____

Date Signed: _____, _____