

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage Only)**

This Addendum is made to the Master Equity Lease Agreement dated the ____ day of September, 2020, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee due to a going concern audit comment, the comment of bankruptcy, insolvency, readjustment, liquidation, dissolution, or similar proceedings with respect to Lessee, including the appointment of any trustee, receiver, custodian, or the like of such entity of all or any substantial part of its assets or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, , give Lessee with at least ninety (90) days prior written notice to cure such default or event of default and, if such default or event of default is not cured within the ninety (90) days, revoke terminate this Addendum. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Margate, Florida

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Tommy Ruzzano
Title: Mayor

By:
Title:

Date Signed: _____, _____

Date Signed: _____, _____

Attest:

By _____

Joseph Kavanagh, City Clerk

Date Signed: _____, _____