

Group: 3N

Customer Number: 517953

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***Memorandum***

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*To: Fiona Watson*

*From: Brendon Ross*

*Date: August 30, 2021*

*Subject: Conversion of Operating Leases to Capital  
Leases for FASB Statement Purposes*

This is to inform you that Group 3N has issued the amendment to paragraph 3(c) of the Master Terms and Conditions to convert the lease between Enterprise FM Trust and **City of Pflugerville, Texas** from an operating lease to a capital lease for FASB statement purposes. This amendment applies to any vehicle now leased or to be leased in the future.

Thanks,

8/30/2021

**X** Brendon Ross

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Brendon Ross

Vice President

Signed by: Linnemann, Mark

attachment

Amendment made as of the 30<sup>th</sup> of August, 2021 between Enterprise FM Trust ("Lessor") and *City of Pflugerville, Texas* ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

1. In consideration of the continued leasing of vehicles by Lessee from Lessor, Lessor hereby amends the provisions of the Lease(s) in the following respects, for vehicles presently under lease as well as for vehicles to be subsequently leased:

Paragraph 3(c) of the Master Equity Lease Agreement is amended by deleting the existing provision in its entirety and replacing it with the following:

- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of (1) the Book Value of such Vehicle over (2) the wholesale value of such Vehicle as determined by Lessor in good faith. If the wholesale value of a Vehicle is greater than the Book Value of such Vehicle, Lessor agrees to pay such excess to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by the Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.
2. Except as hereby amended, the Lease shall remain in full force and effect as originally written or heretofore amended.

Enterprise FM Trust (Lessor)

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

8/30/2021

**X** Brendon Ross

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Brendon Ross  
Vice President  
Signed by: Linnemann, Mark