

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT
Exhibit A

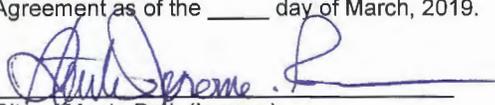
THIS AMENDMENT ("Amendment") dated this 29 day of March, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 19 day of October, 2018 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Menlo Park ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 11(a), third paragraph is added to the Master Equity Lease Agreement with the following additional language:

Notwithstanding the provisions of Section 11, Lessee shall be permitted to assume the risk retention not to exceed the amount of two-hundred fifty thousand dollars (\$250,000) for liability claims and ten-thousand dollars (\$10,000) for physical damage claims. Notwithstanding the foregoing, if 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, then Lessor may, at its option, revoke the risk retention and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of the risk retention and Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

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 of March, 2019.



City of Menlo Park (Lessee)



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

By Starla Jerome-Robinson
Title: City Manager

By Brynn Searson
Title: Regional Sales manager