

**AMENDMENT NO. 1
TO
CONTRACT FOR TRANSPORTATION SERVICES**

This Amendment No. 1 (this “**Amendment**”), dated effective as of _____, 2024 (the “**Effective Date**”), is by and between the Caldwell School District #132, Canyon County, Idaho (the “**District**”), and Caldwell Transportation Company, Inc., an Idaho corporation (the “**Contractor**”). All capitalized terms used but not defined herein shall have the respective meanings set forth in the Contract (as defined below).

RECITALS

A. The District and the Contractor entered into the Contract for Transportation Services dated as of July 1, 2022 (the “**Contract**”). Pursuant to the Contract, the Contractor provides both school bus transportation services (“**School Bus Services**”) and motor coach services (“**Motor Coach Services**”) to the District.

B. Contractor desires to transfer the vehicles and other assets related to the Motorcoach Services to a separate entity (“**Starline**”), after which the Contractor will be sold to Illinois Central School Bus LLC, d/b/a North America Central School Bus LLC.

C. Following the transactions described in Recital B, the Contractor will only be able to provide School Bus Services to the District, and the District intends to enter into a new agreement with Starline for Motor Coach Services. Accordingly, the parties desire to amend the Contract to delete the Contractor’s obligations to provide Motor Coach Services to the District.

The parties agree as follows:

AGREEMENT

1. **Amendment.** Effective as of the Effective Date, each of (i) Section X.N of the Request for Proposals, Student Transportation, April 2022, as attached to and incorporated into the Contract (the “**RFPs**”), and (ii) Section N of Addendum #1 to the RFPs, is hereby deleted in its entirety.
2. **No Further Amendments.** Except as modified herein, the Contract shall remain in full force and effect.
3. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the State of Idaho, without regard to conflict of laws principles.
4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have duly executed and delivered this Amendment effective as of the Effective Date.

DISTRICT:

Caldwell School District #132

By: _____

Name: _____

Title: _____

CONTRACTOR:

Caldwell Transportation Company, Inc.

By: _____

Name: _____

Title: _____