

**Amendment No. 1 to  
Master Lease Purchase Agreement dated April 15, 2025, by and between Apple Inc. and  
Platte County R3 School District**

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Apple Inc. ("Lessor") and Platte County R3 School District ("Lessee") hereby enter into this amendment ("Amendment") which modifies the Master Lease Purchase Agreement (the "Agreement") executed between the parties as follows:

**NOW, THEREFORE**, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

**1. Rules of Construction.** All capitalized terms not otherwise defined herein will have the meanings set forth in the Master Lease. Words shown underlined in this Amendment shall be deemed added to the Agreement. Words shown as stricken through shall be deemed deleted from the Agreement. Text of the Agreement shown herein that contains the annotation ". . ." means that the sentence or section of the Agreement continues from that point unchanged.

**2. Addition to Section 1 of the Agreement.** The Second Sentence in Section 1 is modified as follows, "Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor, to the extent permitted by law, requires . . ."

**3. Addition to Section 4 of the Agreement.** The first sentence is modified by adding the language ", to the extent applicable" to the end thereof.

**4. Addition to Section 6 of the Agreement.** The fourth sentence is modified as follows, "Notwithstanding the foregoing, in accordance with § 177.082 RSMo., Lessor . . ."

**5. Addition to Section 7 of the Agreement.** The first sentence is modified as follows, "UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE AND LESSOR'S FULFILLMENT OF ITS OBLIGATIONS AS PROVIDED IN SECTION 3, AND . . ."

**6. Addition to Section 9 of the Agreement.** The third sentence of the second paragraph is modified as follows, "Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which ~~Lessor deems~~ are reasonably necessary or appropriate to establish and maintain Lessor's ~~its~~ security interest in the Equipment."

**7. Addition to Section 10 of the Agreement.** The second sentence is modified as follows, "Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures and the Policies and Procedures of Lessee's Board of Education, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment."

**8. Deletion of Section 13.** Section 13 of the Agreement is deleted in its entirety and replaced with "Reserved."

**9. Addition to Section 15 of the Agreement.** The fifth sentence is modified as follows, "All such insurance shall be in form, issued by such insurance companies and be in such amounts as ~~shall be satisfactory to Lessor~~ to cover the full replacement value of the Equipment under such Lease, and . . ."

**10. Modification of Section 17 of the Agreement.**

- a. The first sentence is modified as follows, "Upon the occurrence of an Event of Default under a Lease, Lessor shall provide written notice to Lessee of the Event of Default and then may . . ."
- b. Subsection (a) is deleted in its entirety and the remaining subsections are renumbered accordingly.
- c. Former subsection (c) is modified as follows, "~~with or without terminating the~~ terminate the Lease Term under such Lease and, (i) enter the premises where the Equipment is located, in accordance with the Policies and Procedures of Lessee's Board of Education and . . ."
- d. The second sentence is modified as follows, "Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless, to the extent permitted by law, if Lessee fails to do so."

- e. The third sentence is deleted in its entirety.
- f. The fifth sentence is modified as follows, “Without limiting the foregoing, Lessor may take whatever other action . . .”
- g. The sixth sentence is modified by adding the language “Except as outlined in this section” to the beginning thereof.

**11. Addition to Section 20 of the Agreement.** Section 20 is modified by adding the language “during any Lease Term” to the end thereof.

**12. Addition to Section 22 of the Agreement.** Section 22 is modified by adding the language “After providing at least thirty (30) days written notice to Lessee,” to the beginning thereof.

**13. Effective Date.** This Amendment is executed to be effective as of April 15, 2025.

**14. Effect of Amendment.** All terms and conditions of the Master Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

**IN WITNESS WHEREOF**, the fully authorized representatives of the parties have executed this Amendment as of the Effective Date.

**LESSOR:** Apple Inc.

By:\_\_\_\_\_

Title:\_\_\_\_\_

**LESSEE:** Platte County R3 School District

By:\_\_\_\_\_

Title:\_\_\_\_\_