



Apple World Wide Markets Seed Program
6764 Preston Ave. Suite A. Livermore CA 94551
Phone (925) 961-8700 Fax: (408) 516-9776
Email: warehouse@techitsolutions.com

Apple Seed Program

Date: 1/11/2006
To: Ed Kelley
Email: ekelley@apple.com
Phone: 978-697-7780

Hello,

Thank you for participating in our equipment seed program. This program enables specially designated customers like yourself to "test drive" our new products at no charge. Due to the limited amount of seed equipment, we rely on your **prompt return** of these products after your evaluation period so that we may make them available to other valued customers.

Please read the following information, sign and date the bottom of page 3 below your company name and **fax the entire signed agreement back** to (408) 516-9776

Apple will pay for shipping to your location. The **return shipping is your responsibility.**

Please return all manuals, parts, accessories, software and internal parts with the equipment. Do not remove any video cards, memory, or other items from the machines. We cannot loan equipment out again without all of the parts. Please **do not** put stickers, tape, or any other type of label with adhesive on the equipment. Please return the equipment on the date that it is due, in the correct box, and in the same condition as you received it. Please ship the equipment back at the **3-day Economy rate.** We have found that timely shipping prevents equipment loss.

Thank you again for evaluating Apple products.

Please call me if you have any questions.

Thank you,
Dave Arnold
925-961-8700

EXHIBIT A

APPLE Worldwide Markets SEED PROGRAM EQUIPMENT LOAN AGREEMENT

Apple Computer, Inc. ("Apple"). agrees to deliver and Ed Kelley (Recipient"), agrees to receive on loan, the equipment, software, supplies, or other materials ("Equipment") listed on EXHIBIT B.

Shipping Address	Responsible Party	Return Address
Fatima NeJame Palm Beach Photographic Centre 55 NE Second Avenue Delray Beach, FL 33444	Ed Kelley 978-697-7780 ekelley@apple.com	Attn: Dave Arnold 6764 Preston Ave. Suite A. Livermore CA 94551 United States Telephone: 925-961-8700

Intended Purpose	For Use	Apple to Deliver	Date to Ship back to Apple
Temporary Loan	Powerbooks for FotoFusion	1/13/2006	1/24/2006

In exchange for the loan of this Equipment, Recipient hereby agrees to use the Equipment only for the following purposes stated above and further agrees to the following terms and conditions:

1. Once executed by both parties, the period of this Agreement will be until termination pursuant to Section 14 hereof.
2. Title to the Equipment (including all spare or maintenance parts) will remain vested in Apple. Nothing in this Agreement will be construed as conveying to the Recipient any right, title or interest in the Equipment, except as a borrower and only for the limited purposes set forth herein. At Apple's request, Recipient will join with Apple in executing one or more financing statements regarding any or all of the Equipment, pursuant to the Uniform Commercial Code.
3. Recipient will be responsible for physical loss of or damage done to the Equipment while in the possession or control of Recipient. Apple will arrange for delivery of the Equipment to Recipient. Recipient assumes this liability when Recipient takes possession of the Equipment or when the common carrier or other entity selected by Apple to deliver the Equipment to Recipient surrenders possession of the same to Recipient or its agent. Recipient's liability for physical loss or damage done to Equipment lent to it by Apple ends when Recipient returns the Equipment to Apple in the same condition as it was provided to Recipient, except for normal wear. For physical loss of or damage to the Equipment covered by this Agreement, Recipient will be obligated to reimburse Apple in an amount equal to the cost of such Equipment as specified in Apple's Price List in effect at the beginning of the loan. This paragraph will survive termination of this Agreement.
4. THE EQUIPMENT IS PROVIDED TO RECIPIENT "AS IS," AND APPLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. APPLE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR OPERATION OF THE EQUIPMENT. Recipient will defend, indemnify and hold Apple harmless against any and all claims, demands, liabilities and expenses (including but not limited to attorneys fees and costs of suit) arising out of or in connection with this Agreement or Recipient's possession operation of equipment, other than claims arising solely from the Equipment's infringement of a third party's copyright, patent rights, trade secrets, or trademark rights. This paragraph will survive termination of this agreement.
6. During the term of this Agreement, **the set-up, packing and return shipping of the Equipment will be the responsibility of Recipient.**
7. Recipient agrees not to make changes or alterations to the Equipment without the prior written consent of Apple, nor will Recipient use any Equipment for any purpose other than as stated above. Recipient will, however, provide adequate opportunity to make any changes, alterations or exchanges which Apple deems necessary or desirable. Recipient will not copy or otherwise reproduce, reverse engineer, disassemble, or decompile any Software components of the Equipment.
8. Recipient agrees not to move the Equipment from the Site, without Apple's prior written approval.

9. Recipient will not assign this Agreement, or any of its rights or obligations hereunder, without the written consent of Apple, and any attempted assignment will be null and void. Subject to Recipient's rights hereunder, Apple may assign this Agreement, any of the Equipment, and any of Apple's rights hereunder.

10. Recipient will not directly or indirectly create or permit to exist any mortgage, security interest, lien, encumbrance or claim against the Equipment, title thereto, or any interest therein. Recipient will promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, security interest, lien, encumbrance or claim against the Equipment, title thereto, or any interest therein, if it arises.

11. Unless renewed earlier by the written mutual agreement of the parties, this Agreement will terminate on date of return above. Notwithstanding the above; either party may terminate this Agreement upon ten (10) days written notice to the other. Within seven (7) days following termination, Recipient will return the Equipment to Apple or its agents, and Recipient will prepay all shipping charges and insurance fees. This paragraph will survive termination of this Agreement.

12. If Recipient does not return the lent Equipment to Apple within seven (7) days of the termination of this Agreement, the matter will then be turned over to a collection agency. Apple reserves the right to invoice Recipient, through the collection agency, for the "Equipment Value"; and Recipient shall pay such amount within thirty (30) days of receipt of invoice. Recipient will be obligated to reimburse Apple for any expenses incurred by Apple in going to collection, and shall pay for these expenses within thirty (30) days of receipt of invoice. This paragraph will survive termination of this agreement.

13. This Agreement will be construed in accordance with the laws of the State of California and the United States of America, excluding that body of law related to choice of law. Any action or proceeding brought to enforce the terms of this Agreement will be brought in the County of Santa Clara, State of California (if under State law) or the Northern District of California (if under Federal law).

14. This Agreement is the entire understanding of the parties regarding the subject matter hereof, and it supersedes all other discussions, representations and communications with respect to such subject matter. No waiver, modification or cancellation of any terms or conditions of this Agreement will be effective unless executed in writing by the party charged therewith. No written waiver will excuse the performance of any act other than those specifically referred to in such written waiver.

IN WITNESS WHEREOF, the parties here to have each executed this Agreement by their representatives signing below.

Apple Computer, Inc.
1 Infinite Loop
MS 50EL
Cupertino, CA 94550
David Arnold
Phone: 925-961-8700
Fax: 925-961-8701
By: David Arnold
Title: Logistics Manager
Date:

Fatima NeJame
Palm Beach Photographic Centre
55 NE Second Avenue

Delray Beach, FL 33444

Ed Kelley

Phone: ekelley@apple.com

Fax:

By: _____

Title: _____

Date: _____

EXHIBIT B

APPLE Worldwide Markets SEED PROGRAM EQUIPMENT LOAN AGREEMENT

Qty	Item	Equipment Information in the Apple Database	Serial Number
	021-392-03618	Power Adapter	N/A
	021-392-03619	Power Adapter	N/A
	021-392-03624	Power Adapter	N/A
	021-392-03625	Power Adapter	N/A
	021-392-03627	Power Adapter	N/A
	021-392-03629	Power Adapter	N/A
	021-392-03630	Power Adapter	N/A
	021-392-03632	Power Adapter	N/A
	021-392-03638	Power Adapter	N/A
	021-392-03640	Power Adapter	N/A
	021-392-03642	Power Adapter	N/A
	021-392-03645	Power Adapter	N/A
	021-392-03831	Power Adapter	N/A
	021-392-03844	Power Adapter	N/A
	021-392-04150	Power Adapter	N/A
	021-392-04151	Power Adapter	N/A
	021-392-04152	Power Adapter	N/A
	021-392-04153	Power Adapter	N/A
	021-392-04154	Power Adapter	N/A
	021-392-04155	Power Adapter	N/A
	021-183-01189	Apple Powerbook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	W841305MP22
	021-184-01155	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	SW84200AJQRU
	021-184-01156	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	SW84200B4QRU
	021-184-01166	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	SW84200AQQRU
	021-184-01172	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	SW84200AXQRU
	021-184-01175	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	SW84200DTQRU
	021-184-01176	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	SW84200APQRU
	021-184-01178	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	SW84200AUQRU
	021-184-01180	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	SW84200A9QRU
	021-184-01181	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	SW84200B6QRU
	021-184-01183	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	SW84200A8QRU
	021-184-01184	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	SW84200DRQRU
	021-184-01199	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	SV73240QXMVZ
	021-184-02014	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	V73423Z7P22
	021-184-02213	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	V73260VTMVZ
	021-184-02444	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	V73241A7MVZ
	021-184-02445	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	V73240PSMVZ
	021-184-02446	Apple PowerBook 17, 1.5 Ghz PowerPC G4, 1 GB PC2700 DDR SDRAM, 80 GB Ultra	W84230FXQRU
	021-444-04125	Apple USB Mighty Mouse	N/A
	021-444-04126	Apple USB Mighty Mouse	N/A
	021-444-04127	Apple USB Mighty Mouse	N/A
	021-444-04128	Apple USB Mighty Mouse	N/A
	021-444-04129	Apple USB Mighty Mouse	N/A

EXHIBIT B

APPLE Worldwide Markets SEED PROGRAM EQUIPMENT LOAN AGREEMENT

Qty	Item	Equipment Information in the Apple Database	Serial Number
	021-444-04130	Apple USB Mighty Mouse	N/A
	021-444-04131	Apple USB Mighty Mouse	N/A
	021-444-04132	Apple USB Mighty Mouse	N/A
	021-444-04133	Apple USB Mighty Mouse	N/A
	021-444-04134	Apple USB Mighty Mouse	N/A
	021-444-04135	Apple USB Mighty Mouse	N/A
	021-444-04136	Apple USB Mighty Mouse	N/A
	021-444-04137	Apple USB Mighty Mouse	N/A
	021-444-04138	Apple USB Mighty Mouse	N/A
	021-444-04139	Apple USB Mighty Mouse	N/A
	021-444-04140	Apple USB Mighty Mouse	N/A
	021-444-04141	Apple USB Mighty Mouse	N/A
	021-444-04142	Apple USB Mighty Mouse	N/A
	021-444-04143	Apple USB Mighty Mouse	N/A
	021-444-04144	Apple USB Mighty Mouse	N/A
	021-205-01321	D&D Laptop Security Kits (Black)	0500
	021-205-01322	D&D Laptop Security Kits (Black)	0500
	021-205-01324	D&D Laptop Security Kits (Black)	0500
	021-205-01325	D&D Laptop Security Kits (Black)	0500
	021-205-01326	D&D Laptop Security Kits (Black)	0500
	021-205-01327	D&D Laptop Security Kits (Black)	0500
	021-205-01328	D&D Laptop Security Kits (Black)	0500
	021-205-01330	D&D Laptop Security Kits (Black)	0500
	021-205-01331	D&D Laptop Security Kits (Black)	0500
	021-205-01332	D&D Laptop Security Kits (Black)	0500
	021-205-01333	D&D Laptop Security Kits (Black)	0500
	021-205-01335	D&D Laptop Security Kits (Black)	0500
	021-205-01336	D&D Laptop Security Kits (Black)	0500
	021-205-01337	D&D Laptop Security Kits (Black)	0500
	021-205-01339	D&D Laptop Security Kits (Black)	0500
	021-205-01340	D&D Laptop Security Kits (Black)	0500
	021-205-01341	D&D Laptop Security Kits (Black)	0500
	021-205-01343	D&D Laptop Security Kits (Black)	0500
	021-205-01344	D&D Laptop Security Kits (Black)	0500
	021-205-01352	D&D Laptop Security Kits (Black)	0500
	021-122-02018	Pelican 1620 (6-17	N/A
	021-122-02019	Pelican 1620 (6-17	N/A
	021-122-02020	Pelican 1620 (6-17	N/A
	021-122-02357	Pelican 1620 (6-17	N/A