

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:

Phone: _____
Fax: _____
By: _____
Title: _____
Date: _____