

Apple Mobile Leasing  
Master Lease Agreement

**1. MASTER LEASE AGREEMENT.** This MASTER LEASE AGREEMENT (“Agreement”) governs the terms of any and all property (“PROPERTY”) rented from or sub-leased by Apple Mobile Leasing, Inc. (“LESSOR”) to the customer identified on the order confirmation (“LESSEE”). Additional terms, including but not limited to pricing and rental periods, shall be set forth by way of an Addendum to this Agreement, whether by quotation(s), order confirmation(s) and/or invoice(s).

**2. LEASE AND PAYMENT TERMS.** The lease of the PROPERTY shall commence as stated in the order confirmation, and shall automatically continue on a month-to-month basis from and after the expiration of the lease term until LESSEE returns or causes to be returned all PROPERTY to LESSOR. The rent for each additional rental period or fraction thereof may remain the same or may increase, but will never decrease. In addition, LESSEE shall pay any and all transportation, shipping, moving, and freight costs incurred in or associated with (1) the delivery of said PROPERTY to LESSEE’S desired location and (2) the return of said PROPERTY. Any rental payments or portion thereof not received in advance of the rental periods shall be subject to interest of one half of one percent per billing cycle or fraction thereof. LESSEE’S rental obligation herein shall remain in full force and effect notwithstanding any strikes, work stoppages, natural disasters, acts of God, civil commotion or disturbances.

**3. NOTICES.** Any notices required by or to be provided in accordance with this Agreement shall be deemed duly given if delivered personally or by national overnight courier when mailed by registered or certified United States Mail, return receipt requested, postage prepaid and addressed as follows to: the LESSOR at 2871 West 130<sup>th</sup> Street, Hinckley, Ohio 44233 and to the LESSEE at the address listed on the order confirmation.

**4. OWNERSHIP.** The PROPERTY shall at all times remain and be the sole and exclusive property of LESSOR. LESSEE shall not assign this lease or any rights accruing hereunder without the express written consent of LESSOR. Nothing contained herein shall amount to a sale of said PROPERTY nor shall any portion of the rent provided herein be applied to the purchase, replacement, cost or repair of said PROPERTY.

**5. INSURANCE.** The LESSEE shall maintain adequate liability insurance to cover the replacement value of the PROPERTY, and liability insurance in the amount of \$1,000,000 per occurrence. The LESSEE shall provide a certificate of insurance naming Apple Mobile Leasing, Inc. as loss payee and additional insured. In the absence of a valid certificate, LESSOR shall bill LESSEE and LESSEE shall pay LESSOR a damage waiver fee of \$65.00 per billing cycle.

**6. ACCEPTANCE AND DAMAGES.** Upon delivery of the PROPERTY, LESSEE shall inspect, assess and determine the acceptability and/or the quality of the PROPERTY. LESSEE will have forty-eight (48) hours from the time of delivery to notify LESSOR in writing of any defects or deficiencies in the PROPERTY. If no written notice is given within the forty-eight hour period, LESSEE shall be deemed to have accepted the PROPERTY in its as-is condition and to have acknowledged that the PROPERTY is in good working order and proper operating condition. After the initial forty-eight (48) hour period has lapsed, LESSEE shall then be responsible for any and all regular maintenance, required repairs, missing equipment, structural or cosmetic damage, cleaning fees and any other costs incurred by LESSEE or LESSOR to return the leased PROPERTY to its original condition.

**7. USE AND MAINTENANCE.** LESSOR hereby leases the PROPERTY for the exclusive use by the LESSEE in the LESSEE’S stated business, legal purpose or other permitted use. LESSEE expressly agrees to use said property only in the manner and place as provided herein and for no other purpose whatsoever without the express written permission of the LESSOR. LESSEE shall keep the PROPERTY in good working order and proper operating condition, subject to paragraph 6 above, with only ordinary wear and tear expected. Additionally, upon execution of this lease, LESSEE shall be responsible for regular maintenance of the PROPERTY. Regular maintenance includes but is not limited to changing air filters and replacing light bulbs. Maintenance recommendations are outlined in the service guide provided with the PROPERTY.

**8. BREACH OF CONTRACT.** In the event the LESSEE breaches of any of the provisions of this Agreement, and in addition to any other rights the LESSOR may have in law and/or equity, the LESSOR shall have the repossess the PROPERTY forthwith, without any notice to the LESSEE, and without the need for any judicial action, eviction, writ of possession, intervention or other court order, and to charge the LESSEE any and all reasonable and necessary costs

incurred in repossessing, removing, transporting and/or shipping the PROPERTY. Additionally, in the event the LESSOR should decide to take legal action to enforce these provisions, whether by claim, counterclaim, cross-claim or third-party claim, LESSOR shall be entitled to recover from LESSEE any and all reasonable attorney fees and costs incurred therein.

**9. OTHER PROVISIONS.** The parties further agree that this Agreement constitutes the full and final agreement between them regarding the PROPERTY. No modification or amendment to the terms hereof shall be binding on either of the parties unless in writing executed by the party against whom such modification or amendment is sought to be enforced. If any provision of this Agreement shall be found to be invalid and/or unenforceable, the remaining provisions shall survive and the Agreement shall be interpreted as a whole and as if the invalid and/or unenforceable provision had never been a part hereof. A copy of this agreement is posted on the Apple Mobile Leasing website at [www.applemobileleasing.com](http://www.applemobileleasing.com). By signing and returning the order confirmation, LESSEE acknowledges that they have reviewed and accepted this Agreement. This Agreement shall for all purposes be deemed to have been executed and delivered within the State of Ohio, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Ohio. In the event of a breach of this Agreement by either party, any cause of action, whether to enforce this Agreement, to void this Agreement, or any other cause of action shall be brought in the Court of Common Pleas for Medina County, Ohio, which shall be the agreed-upon jurisdiction and venue for resolving any dispute(s). This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts together shall constitute one and the same instrument.