glacierpurewaters@sbglobal.net
glacierpurewaters.com

To: Kit Menkin/Leasing News
From: Sheri/Glacier Pure
Re: 2nd Set Docs

Fax: 1-800-727-3851
Date: 10/22/07
Pages: 27

Thank you.......  

Sheri Miller
July 18, 2007

Attn.: Frank Miller  
Ph: 951-683-3322  
Fax: 951-683-1458

From: Chris Douglass  
Production Finance

Re: Lease Documents

Attached are the lease documents which apparently did not arrive by a forwarded e-mail last week.

Please sign and date where indicated and then send by Fedex (Acct. no. 1299-5487-6). No need to send a check.

As soon as a check is received then Puget Sound Leasing will send the deposit money to Webber Automation.

When the documents are signed send directly to:

Puget Sound Leasing  
5150 Village Park Dr. SE, Suite 200  
Bellevue, WA 98027  
Attn.: Connie Hogue  
Ph: 800-325-3273

Thank you.

Pages sent: 13

P.S. I just spoke with Sheri at home and I said this could be expedited if you were able to sign her name.
# EQUIPMENT LEASE

**Puget Sound Leasing Co., Inc.**

**LEASE NO.**

27171-36494

**FULL LEGAL NAME AND ADDRESS OF LESSEE**

AQUA PURE WATER INC.

dba GLACIER PURE DRINKING WATER

2806 RUBIDOUX BLVD. SUITE E

RIVERSIDE CA 92509

**SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)**

Weber Automation Inc.

1680 Commerce St. Unit E

Corona, CA

**EQUIPMENT DESCRIPTION**

See Exhibit A

**LOCATION OF EQUIPMENT**

2806 RUBIDOUX BLVD. SUITE E RIVERSIDE CA 92509

**COUNTY:** RIVERSIDE

**TERMS OF LEASE**

<table>
<thead>
<tr>
<th>AMOUNT OF EACH PAYMENT</th>
<th>PAYMENTS WILL BE MADE</th>
<th>INITIAL TERM OF LEASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,883.32</td>
<td>Monthly</td>
<td>60</td>
</tr>
</tbody>
</table>

**RENTAL **

$1,883.32

**ESTIMATED SALES TAX**

$0.00

**TOTAL**

$1,883.32

**MONTHS**

60

**NO. OF PAYMENTS**

0

**PAYMENTS BEGIN ON**

$3,156.94

**TOTAL INITIAL PAYMENT**

$3,156.94

**MONTHLY PAYMENT DATE**

**TERMS AND CONDITIONS OF LEASE**

1. LEASE. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above, together with any replacement parts, additions, repairs or accessories now or hereafter incorporated in or added to it (hereinafter referred to as "Equipment").

2. SELECTION OF EQUIPMENT. (A) Lessee has selected either (1) the Equipment, and (2) the supplier from whom Lessee is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or of the supplier.

   (B) Lessee agrees to inspect the Equipment and to accept an Acceptance notice, as provided by Lessor, after Equipment has been received and after the Lessee is satisfied that the Equipment is satisfactory in every respect.

3. THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR.

   (A) It is understood that LESSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS.

   (B) He has fully inspected the Equipment which he has requested Lessor to acquire and lease to him, and it is in good condition and to Lessee's complete satisfaction.

   (C) He leases the Equipment "as is" and with all faults;

   (D) The Equipment is leased solely for commercial or business purposes.

   (E) If Equipment is not properly installed, does not operate as represented or warranted by the supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, Lessee's only remedy, if any, shall be against the supplier or manufacturer of the Equipment and not against Lessor.

   (F) Lessee assigns to Lessor any warranties made by the supplier or manufacturer of the Equipment.

   (G) NO DEFECT, DAMAGE OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR RELIEVE LESSOR OF ANY OTHER OBLIGATION UNDER THIS LEASE.

   THE PARTIES HAVE SPECIFICALLY NEGOTIATED AND AGREED TO THE FOREGOING PARAGRAPH.

4. COMMENCEMENT AND TERMINATION. The lease term shall commence upon Lessee's acceptance of the Equipment. The lease term shall terminate upon expiration of the number of months (following the date of acceptance) set forth in "Terms" above.

5. RENTAL PAYMENTS. Lessee agrees to pay the total rent equal to the "Amount of Each Payment" multiplied by the number of payments specified in "No. of Payments." Payments shall be made in advance and periodically as specified in "Terms" above. Payments shall be made by Lessee at Lessor's address set forth herein, or as otherwise directed by Lessor. Lessee shall not alter, do, deduct any amount or reduce any payment for any reason without prior written consent of Lessor. The first payment shall be due on the date of acceptance by Lessee, and remaining payments are due on the date indicated under "Monthly Payment Dates" above and shall be due on the same day of each succeeding month throughout the term of the lease.

   THIS LEASE IS NONCANCELLABLE.

   SEE FOLLOWING PAGES FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE A PART OF THE LEASE.

   LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR AGENT OF THE SUPPLIER IS AN AGENT OF LESSEE. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER OR ANY SALESMAN OR AGENT OF THE SUPPLIER SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENTALS AND TO PERFORM LESSEE'S OBLIGATION AS SET FORTH IN THIS LEASE.

LESSEE: Puget Sound Leasing Co., Inc.

LEASER: AQUA PURE WATER INC.

By: 

Title: 

Frank Miller 

President

CONTINUED ON FOLLOWING PAGES
AQUA PURE WATER INC.
996 RUBIDOUX BLVD. SUITE E
RIVERSIDE, CA 92509

6. INTERIM RENTAL. Lessors acknowledges and agrees to pay interim payment
which is calculated by dividing the monthly payment by 30 days which equals a
daily rate. The daily rate is multiplied by the number of days between the lease
acceptance date and the first lease payment due date.

7. SECURITY. At security for the prompt and full payment of rent, and the
fulfilment and timely performance of all provisions of this Lease, and any extension
or renewal thereof, lessor has pledged and deposited with lessor the security
amounts set forth in the section shown as "TERMS". In the event an default shall be
made in the performance of any of lessor's obligations under this Lease, lessor
shall have the right, but shall not be obligated to apply said security to the curing
of such defaults. Upon notice that lessor has applied any portion of the security to
the curing of any default, lessor shall, within ten (10) days, return said security to
the full amount set forth above. On the expiration or earlier termination of this Lease,
or any extension or renewal thereof, provided lessor has paid all of the rent herein
called for and fully performed all of the other provisions of this Lease, lessor will
return to lessor any then remaining balance of said security. Lessor shall not be
required to keep the security deposit separate from its general funds and lessor
shall not be entitled to any interest thereon.

8. LIMITED PRE-ARRANGED AMENDMENTS. In the event it is necessary
to amend the terms of this Lease to reflect a change in one or more of the following:

(3) Lessor's actual cost of procuring the Equipment; or
(2) Lessor's actual cost of providing equipment to lessor; or
(3) A change in lease payments as a result of (1) and/or (2) above; or
(4) Description of the leased equipment.

Lessor agrees that any such amendment shall be in writing, signed by both lessor
and lessee. In the event lessor objects therein in writing delivered to lessor within
fifteen (15) days of mailing of such notice from lessor to lessor, this Lease shall be
automatically amended such amendments shall be incorporated herein as if
originally set forth herein. Further, lessor hereby authorizes lessor to insert in
this Lease the serial number and other identification of the equipment when determined
by lessor.

9. LOCATION. The equipment shall be kept at the location specified above or,
if none is specified, at lessor's address on file with lessor, and shall not be
removed therefrom without lessor's prior written consent.

10. USE. Lessor warrants that it is using the equipment for commercial use
only. Lessor shall use the equipment in a careful manner, make all necessary
repairs at lessor's expense, and shall comply with all laws relating to the equipment,
use or maintenance and shall not make any alterations, additions or improvements to
the equipment without lessor's prior written consent. All additions, repairs or improvements made to the equipment shall belong to the lessor.

11. OWNERSHIP; PERSONALTY. The equipment is, and shall remain, the
property of lessor, and lessor shall have no right, use or interest therein or therein
except as expressly set forth in this Lease. The equipment shall remain personal
property even though installed in or attached to real property.

12. SURRENDER. By this Lease, lessor acquires no ownership rights in
the equipment, and has no option to purchase same. Upon the expiration or earlier
termination of this Lease, lessor, at its expense, shall return the equipment
in good repair, ordinary wear and tear excepted from the equipment, together
with all additions, repairs or improvements made to the equipment shall remain
shall belong to the lessor.

13. LOSS AND DAMAGE. Lessors shall bear the entire risk of loss, theft,
damage or destruction of the equipment from any cause whatsoever, and no lessor,
them, damage or destruction of the equipment shall relieve lessor of the obligation
to pay rent or comply with any other obligation under this Lease. In the event of
damage to any item of Equipment, lessor shall immediately place the same in good
repair at lessor's expense. If lessor determines that any item of Equipment is lost,
stolen, destroyed or damaged beyond repair, lessor shall, at lessor's option, do one
of the following:

(a) Replace the same with like equipment in good repair, acceptable to lessor, or
(b) Pay lessor in cash the following (i) all amounts due by lessor to lessor

CONTINUED ON FOLLOWING PAGE
AQUA PURE WATER INC.
GCA GLACIER PURE DRINKING WATER
2900 RUSIODUX BLVD. SUITE E
RIVERSIDE, CA 92509

18. TIME OF ENSUREMENT. This is the thesis of the essence of this Lease, and this
provision shall not be impliedly waived by the tenant's acceptance of late or
defective performance.

19. DEFAULT. Lease shall be in default if:
(1) Leases shall be in default if
(1) Lessee fails to make any payment due under the terms of this Lease for a period
of ten (10) days from the date thereof; or
(2) Lessee fails to observe, keep or perform any provision of this Lease, and
such failure shall continue for a period of ten (10) days; or
(3) Lessee has made any misrepresentation or statements in connection with
construction or performance of this Lease; or
(4) The Equipment or any part thereof shall be subject to any lien, security,
sale, lease, or assignment, transfer, assignment, attachment, execution, sale, or
lease without prior written consent of Lessee; or (f) Lease fails to repossess the
Lease property or obtain any other remedy or person to use the Equipment without
the prior written consent of Lessee.

20. REMEDIES. If Lease is in default, unless, with or without notice to
Lessee, shall have the right to exercise as many one or more of the following remedies,
including, and not limited to, and without any election of remedies being deemed to
have been made:
(a) Lessor may enter upon lessor's property and without any court order or other
process of law, may repossess and remove the Equipment, either with or without
notice to Lessee. Lessee hereby waives any right or action for damages
by reason of any entry or removal. Any such repossess shall not constitute
a termination of this lease unless Lessors so notifies Lessee in writing;
(b) Lessors may terminate this Lease and retain as damages any and all rents paid
by Lessee;
(c) Lessors may use for and recover all rents and other payments then accrued or
then, after accruing at same time shall become due with respect to any or all items of
Equipment;
(d) Lessors may declare the entire amount of rent hereunder immediately due and
payable as to any or all items of Equipment without notice or demand to Lessee.
(e) Lessors may lease the Equipment to any third party, upon such terms and
conditions as Lessors shall determine, or may sell the Equipment at private or
public sale, at which sale Lessors may be the purchase. In either of such events,
there shall be due from Lessee and shall immediately pay to Lessors the total
unpaid rent provided to be paid herein less the net proceeds of the sale or
lease, net proceeds being defined as follows:
(1) The total of all payments to be received from any third person or the purchase price,
as the case may be, to the maximum extent less any all costs and expenses of Lessors in
owning, maintaining, insuring, repairing, maintaining, selling or otherwise handling the
Equipment and if Lessor sells the Equipment less an amount equal to ten percent
(10%) of the original cost of said Equipment, which the parties agree shall
represent a liquidated value of the amount of the required payment in the Equipment

(f) To pursue any other remedy available at law or in equity.
No right other remedy herein conferred upon or reserved to Lessors is exclusive of
any other right or remedy herein, or by law or by equity provided or permitted,
and such shall be cumulative of every other right, and not limited given herein or now
hereafter existing by law or equity or by statute or otherwise, and may be
enforced concurrently therewith or from time to time.

21. MULTIPLE LESSEES. Lessee may, with the consent of any one
of the Lessees hereunder, modify, extend or change any of the terms hereof
without notice or knowledge of the others, without in any way releasing,
waiving or impairing any right granted to Lessors against the others.

22. JURISDICTION/VENUE. This lease shall not be fully executed and
effective until signed by Lessor at its principal place of business in
Leesburg, King County, Washington, and shall be interpreted in accordance with the
laws of the State of Washington. Lessee agrees and consents to jurisdiction
in the state or Superior courts in Leesburg, and/ or King County,
Washington. Lessee agrees that venue may be laid in Leesburg, and/ or King
County, Washington, in the case of any action, suit or proceeding arising out
of this lease, and resolves that it, and each of them, transacts business in
said state by entering into this lease.

23. EXPENSE OF ENFORCEMENT. If enforcement or collection action
is taken by Lessors to enforce any term of this Lease, the prevailing party
shall be entitled to reasonable attorney fees, including attorney fees incurred in
acquisition, appeal, and review, or incurred without action, suits, or proceedings,
together with all costs and expenses incurred in pursuit thereof.

24. REPRESENTATION OF LESSEE. Lessee hereby represents and
warrants to Lessors and its successors and assigns that (a) if Lessee is a
corporation, (b) that Lessee has all requisite power and authority to execute
this Lease and to perform its obligations hereunder, (c) that the address of this
Lease and the performance of Lessee's obligations hereunder have been duly
authorized by all necessary action of the Lessee and (d) this Lease has been
entered into and executed by a duly authorized representative of the Lessors,
(e) that this Lease is a valid and binding obligation of the Lease and (f) the Equipment
shall be used for business or commercial purposes and not for personal, family,
or household purposes.

If Lessee supplies Lessee with labels indicating that the Equipment is owned by
Lessee, Lessee shall affix such labels and keep them in a prominent place on
the Equipment.

25. SPECIAL POWER OF ATTORNEY. Lessors is hereby authorized by
Lessee, at Lessee's expense, to execute this Lease, or any assignment or other
instrument in respect of this Lease showing the interest of Lessors in the
Equipment, including Uniform Commercial Code Financing Statements, to be
filed and recorded and rerecorded and re-recorded and games to
Lessee the right to execute Lessor's name thereon. Lessee agrees to execute and deliver any
statement or instrument required by Lessee for such purpose and agrees to pay or reimburse
Lessee its reasonable expenses for any searches, filings, recordals or stamp fees or taxes arising from the filing or recording of any
such instrument or statement. However, no filing of a financing statement
shall be deemed evidence of any intention to create a security interest under the
Uniform Commercial Code, it being the intention of the parties herein that this
Lease be construed as a lease and not as a security agreement.

26. FINANCIAL STATEMENT. The Lessee shall require from time to
time, and Lessee agrees to furnish, statements setting forth the current financial
condition and operations of Lease.

27. ENTIRE AGREEMENT/WAIVER. This instrument constitutes the
entire agreement between Lessee and Lessee. Except as provided in paragraph
hereof, no provisions of this Lease shall be modified or altered in writing signed
by an authorized representative of Lessee. Waiver by Lessee of any provision
hereof in one instrument shall not constitute a waiver as to any other instrument.
It is further agreed that the rights and remedies of the parties governed by this
Agreement and Lessee waive any and all rights and remedies granted by
Sections 9-308 through 9-322 of the Uniform Commercial Code.
Puget Sound Leasing Co., Inc.
PO Box 1295
Issaquah, WA 98027

UNCONDITIONAL GUARANTY OF LEASE

In consideration of the making of the above lease agreement by lessor with lessee, at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) as a direct and primary obligation, guarantees to lessor and any assignee of lessor (hereinafter called "holder") the prompt payment of all rent to be paid by the lessee and the performance by the lessee of all terms, conditions, covenants and agreements of lessee, irrespective of any invalidity or unenforceability thereof or the security therefore. The undersigned promises to pay all of the holder's expenses, including attorneys' fees and costs incurred by or in enforcing this guaranty. The undersigned waive notice of acceptance hereof, presentment, demand, protest, notice of protest or any defaults and consents that the holder may, without affecting the obligation hereunder, grant the lessee any extension or indulgence under the lease, and may proceed directly against the undersigned without first proceeding against lessee or liquidating or otherwise disposing of any security afforded holder under the lease. Accounts settled or stated between holder and lessee shall bind the undersigned. This guaranty agreement shall be governed by and constructed in accordance with the laws of the State of Washington. Guarantors hereby consent and submit to the jurisdiction of the respective courts of Issaquah, and/or King County, State of Washington for purposes of enforcement of the guaranty agreement.

Any married person who signs this guaranty agrees that recourse may be had against his or her separate property for all his or her obligations hereunder and against community property as allowed by the community property laws of the State of Washington.

This guaranty shall bind the respective heirs, administrators, representatives, successors and assigns of the undersigned.

X FRANK MILLER    Individually

X SHERI MILLER    Individually
LESSEE'S ACCEPTANCE OF PROPERTY

We hereby acknowledge that on the date indicated below the equipment described in the Equipment Lease referred to above has been received in good condition and repair, has been properly installed, and is operating satisfactorily. We hereby accept said equipment as satisfactory in all respects for the purpose of said Lease.

We will make all payments to Lessor or their order. We agree that any rights we may have against the supplier or manufacturer of said equipment will not be asserted as an abatement, set-off, counterclaim, defense or any deduction whatsoever against Lessor.

We confirm that Puget Sound Leasing Co., Inc. has made no warranty or representation, express or implied, of merchantability, fitness for a particular purpose, design, condition, workmanship or otherwise of the equipment, and accept said equipment as is, where is.

By signature below I authorize Puget Sound Leasing Co., Inc. to make payment to the supplier of the equipment described in the above referenced Equipment Lease. Lessee agrees that said equipment has not been delivered to the undersigned, installed, or accepted on trial basis.

Date of Acceptance: _______________  Lessee: AQUA PURE WATER INC.
                             dba GLACIER PURE DRINKING WATER

── X ──
Signature FRANK MILLER

PRESIDENT

BY: X
Signature

Title
**EXHIBIT "A"**

Vendor: Webber Automation Inc.
1880 Commerce Street, Unit E
Corona, CA

**Equipment Description:** WATER BOTTLING EQUIPMENT

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Serial Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Electrical Sub Panels for RO, Pumps, Ozone &amp; WRX 200</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Interconnecting plumbing &amp; piping</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>WTPOL-3000 Tank</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>WSP-3030 Delivery Pumps Product Tank &amp; Delivery</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>WRX 200 Automatic Bottling Machine of the new Millennium</td>
<td></td>
</tr>
</tbody>
</table>

This exhibit "A" is attached to and made a part of the equipment lease and constitutes a true and accurate description of the equipment.

Lessee: AQUA PURE WATER INC.
dba GLACIER PURE DRINKING WATER

By: FRANK MILLER
Title: PRESIDENT
Date: ___________
Attn.: Frank Miller  
Ph: 951-683-3322  
Fax: 951-683-1458

From: Chris Douglass  
Production Finance

Re: Lease Documents

Attached are the lease documents which apparently did not arrive by a forwarded e-mail last week.

Please sign and date where indicated and then send by Fedex (Acct. no. 1299-5487-6). No need to send a check.

As soon as a check is received then Puget Sound Leasing will send the deposit money to Webber Automation.

When the documents are signed send directly to:

Puget Sound Leasing  
5150 Village Park Dr. SE, Suite 200  
Bellevue, WA 98027  
Attn.: Connie Hogue  
Ph: 800-325-3273

Thank you.

Pages sent: 13

P.S. I just spoke with Sheri at home and I said this could be expedited if you were able to sign her name.
EQUIPMENT LEASE

Puget Sound Leasing Co., Inc.
PO Box 1295
Issaquah, WA 98027

LEASE NO.
27171-56404

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)
Webster Automation Inc.
1466 Commerce Street, Unit E
Corona, CA

FULL LEGAL NAME AND ADDRESS OF LESSOR
AQUA PURE WATER INC.
dba GLACIER PURE DRINKING WATER
2806 RUBIDOUX BLVD. SUITE E
RIVERSIDE, CA 92506

EQUIPMENT DESCRIPTION
See Exhibit A

LOCATION OF EQUIPMENT
2806 RUBIDOUX BLVD. SUITE E RIVERSIDE, CA 92506

COUNTY: RIVERSIDE

TERMS OF LEASE

AMOUNT OF EACH PAYMENT

Rental $1,663.32
Estimated Sales Tax $3.00
TOTAL $1,666.32

PAYMENTS WILL BE MADE
MONTHLY

INITIAL TERM OF LEASE
60 MONTHS
60 NO. OF PAYMENTS

PAYMENTS BEGIN ON
TOTAL INITIAL PAYMENT $3,716.84
MONTHLY PAYMENT DATE
$390.00

$2,968.64 of Month

TERMS AND CONDITIONS OF LEASE

1. LEASE. Lessee hereby leases from Lessor, and Lessor hereby leases to Lessee, the personal property described above, together with any replacement parts, additions, repairs or occasional meter or other hereafter incorporated in or附属 to it (hereafter referred to as “Equipment”).

2. SELECTION OF EQUIPMENT. (A) Lessor has selected both (1) the Equipment, and (2) the supplier from whom Lessor is to purchase the Equipment. Lessor acknowledges that Lessee has not participated in any way in Lessor’s selection of the Equipment of or the supplier.

(B) Lessor agrees to inspect the Equipment and to execute an Acceptance Notice, as provided by Lessor, after Equipment has been received and after the Lessee is satisfied that the Equipment is satisfactory to every respect.

THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR.

3. Lessee acknowledges and waives by his signatures below as follows:

(a) He understands that LESSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS.

(b) He has fully inspected the Equipment which he has requested Lessor to acquire and lease to him, and it is in good condition and to Lessee’s complete satisfaction;

(c) He leases the Equipment “as is” and with all faults;

(d) The Equipment is leased solely for commercial or business purposes.

(e) If Equipment is not properly installed, does not operate as represented or warranted by the supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, Lessee’s only remedy, if any, shall be against the supplier or manufacturer of the Equipment and not against Lessor.

(f) Lessee assumes to Lessor any warranties made by the supplier or manufacturer of the Equipment.

(g) NO DEFECT, DAMAGE OR IMPAIRMENT OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR RELIEVE LESSOR OF ANY OTHER OBLIGATION UNDER THIS LEASE.

4. COMMENCEMENT AND TERMINATION. The lease term shall commence upon Lessee’s acceptance of the Equipment. The lease term shall terminate upon expiration of the number of months (following the date of acceptance) set forth in “Terms” above.

5. RENTAL PAYMENTS. Lessee agrees to pay the total rent equal to the “Amount of Each Payment” multiplied by the number of payments specified in “No. of Payments.” Payments will be made in advance and periodically as specified in “Terms” above. Payments shall be made by Lessee to Lessor’s address set forth herein, or as otherwise directed by Lessor. Lessee shall not make, set off, deduct any amount or reduce any payment for any reason without prior written consent of Lessor. The first payment shall be due on the date of acceptance by Lessee, and remaining payments are due on the day indicated under “Monthly Payment Date” above and shall be due on the same day of each succeeding month throughout the term of the lease.

6. THIS LEASE IS NON-CANCELABLE.

7. SEE FOLLOWING PAGES FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE A PART OF THE LEASE.

LESSOR UNDERSTANDS AND ACKNOWLEDGS THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THE LEASE, AND NO REPRESENTATION TO THE CONTRARY BY THE SUPPLIER OR ANY SALESMAN OR AGENT OF THE SUPPLIER SHALL IN ANY WAY AFFECT LESSOR’S DUTY TO PAY THE RENTALS AND TO PERFORM LESSOR’S OBLIGATION AS SET FORTH IN THIS LEASE.

LESSOR: Puget Sound Leasing Co., Inc.

LEESSEE: AQUA PURE WATER INC.

By: 

Date: 

Time: 

FRANK miller. PRESIDENT

Continued on following pages
AQUA PURE WATER INC.
426 GLACIER DRINKING WATER
3505 RIVERSIDE BLVD. SUITE E
RIVERSIDE, CA 92509

6. INTERIM RENTAL. Lessee acknowledges and agrees to pay Interim Rental which is calculated by dividing the monthly payment by 30 days which equals a daily rate. The daily rate is multiplied by the number of days between the lease acceptance date and the first lease payment due date.

7. SECURITY. As security for the prompt and full payment of rent, and the faithful and timely performance of all provisions of this Lease, and any cession or renewal thereof, Lessee has executed and deposited with Lessor the security amount set forth in the section shown as "TERMS." In the event any default shall be made in the performance of any of Lessee's obligations under this Lease, Lessor shall have the right, but shall not be obligated to apply said security to the curing of such default. Upon notice that Lessor has applied any portion of the security to the curing of any default, Lessee shall, within ten (10) days, remit paid security to the full amount set forth above. On the expiration of, or earlier termination of this Lease, or any extension or renewal thereof, provided that Lessor has paid all of the rent herein called for and fully performed all of the other provisions of this Lease, Lessor will return to Lessee any then remaining balance of paid security. Lessor shall not be required to keep the security deposit separate from its general funds and Lessor shall not be entitled to any interest thereon.

8. LIMITED PRE-ARRANGED AMENDMENTS. In the event it is necessary to amend the terms of this Lease to reflect a change in one or more of the following conditions:

   (1) Lessor's actual cost of acquiring the Equipment;
   (2) Lessor's actual cost of providing Equipment to Lessee;
   (3) A change in lease payments as a result of (1) and/or (2) above; or
   (4) Description of the lease Equipment.

Lessee agrees that any such amendments shall be described in a letter from Lessor to Lessee and unless Lessee objects thereto in writing delivered to Lessor within fifteen (15) days of mailing of such letter from Lessor to Lessee, this Lease shall be deemed amended and such amendments shall be incorporated herein as originally set forth hereinafter. Further, Lessee hereby authorizes Lessee to insert in this Lease the serial number and other basic identity of the Equipment when determined by Lessor.

9. LOCATION. The equipment shall be kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom unless Lessee prior written consent.

10. USE. Lessor warrants that it is using the equipment for commercial use only. Lessor shall use the equipment in a careful manner, make all necessary repairs at Lessee's expense, and shall comply with all laws relating to its possession, use or maintenance and shall not make any alterations, additions or improvements to the equipment without Lessor's prior written consent. All additions, repairs or improvements made to the equipment shall belong to the Lessor.

11. OWNERSHIP PERSONALITY. The equipment is and shall remain, the property of Lessor, and Lessee shall have no right, use or interest therein or thereon except as expressly set forth in this Lease. The Equipment shall remain personal property even though installed in or connected to real property.

12. SUBRENTAL. By this Lease, Lessor acquires no ownership rights in the Equipment, and has no option to purchase unless in the case of an assignment or transfer of the Equipment, or the Equipment is placed on lease. In the event of any assignment or transfer of the Equipment, Lessor, at its expense, shall repeat the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place or carrier at Lessor's expense.

13. LOSS AND DAMAGE. Lessee shall bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or comply with any other obligation under this Lease. In the event of damage to any part of Equipment, Lessor shall immediately place the same in good repair at Lessee's expense. If Lessee determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, at Lessee's option, do one of the following:

   (a) Replace the same with like equipment in good repair, acceptable to Lessor, or
   (b) Pay Lessee in cash the following: (1) amount due by Lessee to Lessor

under this Lease up to the date of the loss; (ii) the unpaid balance of the total rent for the remaining term of this Lease calculated to the day, reduced to present value. Upon Lessee's request of payment as set forth above, Lessee shall also be entitled to the salvage value of the Equipment, if any, and (iii) all amount equal to ten percent (10%) of the original cost of said item, which the parties agree shall represent a liquidated value of the Lessee's reasonable interest in the Equipment. If insurance proceeds or lessor's equipment and/or liability to lessor, or the balance of any such proceeds shall go to Lessee to pay Lessee for less than the use of the Equipment for the remaining term of the Lease.

14. INSURANCE; LIENS; TAXES. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, with loss payable to Lessee. Lessee shall provide and maintain comprehensive general all-risk liability insurance to include, but not be limited to, liability for personal injuries, theft and Lessee, with a per occurrence or property damage, of an amount equal to the replacement cost of the Equipment, or its equivalent, against any and/or all loss and liability for all repairs, accidents or personal property or otherwise, which may result from or happen in connection with the use, operation of the Equipment, with such limits and in such form as the Lessor's insurance company.

Each policy shall expressly provide that said insurance with respect to insurance and the loss of the Equipment shall not be invalidated by an act, omission or neglect of Lessee and cannot be canceled without thirty (30) days written notice to Lessee. As to each policy, Lessor shall furnish to Lessee a certificate of insurance from the insurer, which shall evidence the existence of the insurance coverage required by this paragraph. Lessor shall keep the equipment free and clear of all liens, taxes and encumbrances. Lessee shall pay all charges and taxes (local, state and federal), including Personal Property Tax and service fees, associated with same, which may be imposed upon the ownership, leasing, rental, sale, purchase or possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's Net income. If Lessee fails to pay such charges or taxes as required by this lease, Lessor shall have the right to, and is hereby authorized by Lessor to, secure insurance on the Equipment in such form and amount as Lessee desires to prevent such loss. Lessor understands that, if Lessee assumes insurance on the Equipment, the insurance may name Lessee as an insured and may not fully protect Lessor's interest.

Lessor agrees that, if Lessee assumes insurance on the Equipment, Lessee shall pay an insurance charge that may be substantially higher than the premium that Lessee would have paid if Lessee had paid for the insurance itself. Lessor agrees that, in addition to the premium, the insurance charge Lessee is required to pay Lessor shall include an insurance charge. Administrative and operational fees, which will result in profit to Lessor.

16. INDEMNITY. Lessee shall indemnify, defend and hold Lessor harmless from and against all claims, actions, damages, losses, costs, expenses or liabilities, including all attorney fees arising out of or in connection with the Equipment, without limitation. Lessor waives any immunity Lessee may have under any industrial insurance act, with respect to indemnification of Lessor.

17. ASSIGNMENT. Without Lessor's prior written consent, Lessee shall not assign that Lease or sublease the Equipment covered hereby, or pledge or otherwise dispose of this Lease or the Equipment covered hereby, or any interest therein. Any assignee of Lessee shall have all of the rights of Lessor under this Lease. Lessor shall recognize and construe any assignment of this Lease by Lessee as an agreement to assign all of the rights of Lessor under this Lease. Lessor shall not assign, without the consent of Lessor, or the assignee, any of the rights, covenants or covenants or otherwise that Lessee may have against Lessor. Subject to the foregoing, the Lessee must be bound and is subject to the laws, ordinances, personal representatives, successors in interest and assigns of the parties hereto.

18. SERVICE CHARGES AND PENALTY. If Lessee shall fail to make any payment required by this Lease within ten (10) days of the due date therefor, Lessee shall pay to Lessor a service charge of ten percent (10%) of the amount due or $10.00 whichever is greater, provided however, that not more than one such service charge shall be made on any delinquent payment, regardless of the length of the delinquency. In addition, Lessee shall pay to Lessor a reasonable additional expense incurred by Lessor in collection of delinquent accounts, including but not limited to legal, telephone, travel and related expenses. Further, Lessee shall pay to Lessor's service charge of ten percent (10%) of the amount due or $10.00 whichever is greater, provided however, that not more than one such service charge shall be made on any delinquent payment, regardless of the length of the delinquency.
21. MULTIPLE LESSORS. Lessors may, with the consent of any one of the Lessors hereunder, modify, extend or change any of the terms hereof without consent or knowledge of the other, without in any way relieving, waiving or impairing any right granted to Lessee against the others.

22. JURISDICTION/VENUE. This issue shall not be fully executed and effective until assented to by Lessee at its principal place of business in the state of Washington, and shall be interpreted in accordance with the laws of the State of Washington. Lessee agrees and consents to jurisdiction in the district or superior court in King County, and/or in King County, Washington. Lessee agrees that venue may be laid in King County, and/or King County, Washington, in the case of any action, suit or proceeding arising out of this lease, and waives that it, and each of them, transacted business in said state by entering into this lease.

23. EXPENSE OF ENFORCEMENT. If enforcement, or collection action is taken by Lessee to enforce any term of this lease, the prevailing party in any such action shall be entitled to reasonable attorneys fees, including attorneys fees incurred at trial, on appeal, in modification, review, or remanded without actions, suits, or proceedings, together with all costs and expenses incurred in pursuing thereof.

24. REPRESENTATIONS OF LESSOR. Lessee hereby represents and warrants to Lessee and its successors and assigns that (a) If Lessee is a corporation, and it has all requisite power and authority to execute this lease and to perform its obligations hereunder, (b) the execution of this lease and the performance of Lessee's obligations hereunder have been duly authorized by all requisite action of the Lessee, and (c) This lease has been properly executed by a duly authorized representative of the Lessor. The execution of this lease is valid and binding obligation of the Lessor and the Equipment will be used for business, commercial purposes and not for personal, family, or household purposes.

In Lessee's possession, Lessee supplies Lessee with labels indicating that for the Equipment is owned by Lessee, and each one bears the Lessee's name andLessee's address and telephone number.

25. SPECIAL POWER OF ATTORNEY. Lessee is hereby authorized by Lessee, at Lessee's expense, to make this lease, any extension or other instrument in respect of this lease showing the lessee as the lessee in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and sealed and recorded in the state of Washington, to the extent permitted by law.

26. FINANCIAL STATEMENT. The lessor may require from time to time, and Lessor agrees to furnish, statement setting forth the current financial condition and operations of Lessee.

27. ENTIRE AGREEMENT; WAIVER. This instrument constitutes the entire agreement between Lessor and Lessee. Except as provided in Paragraph 8 hereof, no provision of this lease shall be modified unless in writing signed by an authorized representative of Lessee. Waiver by Lessee of any provision hereof without consent shall not affect or impair in any way the rights of either party hereunder. It is further agreed that the rights and remedies of the parties are governed by this Agreement and Lessee waives any and all rights and remedies granted by Sections 2A-506 through 2A-522 of the Uniform Commercial Code.
UNCONDITIONAL GUARANTY OF LEASE

In consideration of the making of the above lease agreement by lessor with lessee, at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) as a direct and primary obligation, guarantees to lessor and any assignee of lessor (hereinafter called "holder") the prompt payment of all rent to be paid by the lessee and the performance by the lessee of all terms, conditions, covenants and agreements of lessee, irrespective of any invalidity or unenforceability thereof or the security therefore. The undersigned promises to pay all of the holder's expenses, including attorneys' fees and costs incurred by or in enforcing this guaranty. The undersigned waive notice of acceptance hereof, presentment, demand, protest, notice of protest or any defaults and consents that the holder may, without affecting the obligation hereunder, grant the lessee any extension or indulgence under the lease, and may proceed directly against the undersigned without first proceeding against lessee or liquidating or otherwise disposing of any security afforded holder under the lease. Accounts settled or stated between holder and lessee shall bind the undersigned. This guaranty agreement shall be governed by and construed in accordance with the laws of the State of Washington. Guarantors hereby consent and submit to the jurisdiction of the respective courts of Issaquah, and/or King County, State of Washington for purposes of enforcement of the guaranty agreement.

Any married person who signs this guaranty agrees that recourse may be had against his or her separate property for all his or her obligations hereunder and against community property as allowed by the community property laws of the State of Washington.

This guaranty shall bind the respective heirs, administrators, representatives, successors and assigns of the undersigned.

FRANK MILLER, Individually

SHERI MILLER, Individually

[Signature]

Individually

[Signature]

Individually
Puget Sound Leasing Co., Inc.
PO Box 1295
Issaquah, WA 98027

LESSEE'S ACCEPTANCE OF PROPERTY

We hereby acknowledge that on the date indicated below the equipment described in the Equipment Lease referred to above has been received in good condition and repair, has been properly installed, and is operating satisfactorily. We hereby accept said equipment as satisfactory in all respects for the purpose of said Lease.

We will make all payments to Lessor or their order. We agree that any rights we may have against the supplier or manufacturer of said equipment will not be asserted as an abatement, set-off, counterclaim, defense or any deduction whatsoever against Lessor.

We confirm that Puget Sound Leasing Co., Inc. has made no warranty or representation, express or implied, of merchantability, fitness for a particular purpose, design, condition, workmanship or otherwise of the equipment, and accept said equipment as is, where is.

By signature below I authorize Puget Sound Leasing Co., Inc. to make payment to the supplier of the equipment described in the above referenced Equipment Lease. Lessee agrees that said equipment has not been delivered to the undersigned, installed, or accepted on trial basis.

Date of Acceptance: __________________________

Lessee: AQUA PURE WATER INC.
dba GLACIER PURE DRINKING WATER

BY: FRANK MILLER
Signature
PRESIDENT
Title

BY: ________________________________
Signature
Title
Puget Sound Leasing Co., Inc.
PO Box 1295
Issaquah, WA 98027

EXHIBIT "A"

Vendor: Webbar Automation Inc.
1880 Commerce Street, Unit E
Corona, CA

Equipment Description: WATER BOTTLING EQUIPMENT

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<th>Quantity</th>
<th>Description</th>
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<td>Interconnecting plumbing &amp; piping</td>
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<td>2</td>
<td>WTPOL-2500 Tank</td>
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<td>2</td>
<td>WSP-3030 Delivery Pumps Product Tank &amp; Delivery</td>
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</tr>
<tr>
<td>1</td>
<td>WRX 200 Automatic Bottling Machine of the new MILLENIUM</td>
<td></td>
</tr>
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</table>

This exhibit "A" is attached to and made a part of the equipment lease and constitutes a true and accurate description of the equipment.

Lessees: AQUA PURE WATER INC.
dba GLACIER PURE DRINKING WATER

By: FRANK MILLER
Title: PRESIDENT
Date: __________________________
CORPORATE RESOLUTION FOR LEASING
AND OTHERWISE DEALING WITH
PUGET SOUND LEASING CO., INC.

Resolution of AQUA PURE WATER INC.

RESOLVED that

1. Name __________________________ Title __________________________
2. Name __________________________ Title __________________________

whose signatures appear below, or any ONE of them, hereby authorized,
(number of signatures required)

for and on behalf of this corporation and in its name to execute Lease Agreements and related
documents with Puget Sound Leasing Co., Inc. (Lessor) on such terms as may be agreed to by
said persons, including any notes or other evidences of indebtedness as may be requested by the
Lessor.

Said firm is authorized to act upon this resolution until written notice of its revocation is
delivered to said firm.

Authorized Signatures

1. ________________________________ 2. ________________________________

3. ________________________________ 4. ________________________________

I SHERI MILLER, Secretary of AQUA PURE WATER INC.,
a California Corporation, do hereby certify that the resolution appearing above is a
full, true and correct copy of a resolution of the Board of Directors of said corporation duly
and regularly passed and adopted at a meeting of the Board of Directors of said corporation
which was duly and regularly called and held in all respects as required by law and by the
bylaws of said corporation on the ______ day of ____________, 20____ and that the
signatures appearing on the abovementioned copy of said resolutions are the genuine
signatures of the persons mentioned in said resolution and authorized to act on behalf of said
corporation as set forth in said resolution.

I further certify that said resolution has not been amended or revoked and is still in full force
and effect.

In witness whereof, I have hereunto set my hand as such Secretary and affix the corporate seal,
if applicable, of said corporation this ______ day of ____________, 20____.

______________________________  ________________________________
President FRANK MILLER      Secretary SHERI MILLER
Puget Sound Leasing Co., Inc.
PO Box 1295
Issaquah, WA 98027

RIDER

Rider attached to and made a part of that Equipment Lease between Lessor and Lessee. The provisions of the aforementioned printed Lease notwithstanding, Lessor and Lessee mutually agree that:

At the expiry of the original term of the Lease, the undersigned, as Lessee, guarantees to purchase from the Lessor or its assigns all of the leased equipment for an amount equal to $1,000 plus any applicable taxes.

If the undersigned as Lessee shall default as outlined under Section 19 of the lease, this Purchase Agreement will be null and void and any option to purchase, if offered by the Lessor, will be based on the Fair Market Value of the equipment.

If, prior to the expiry of the original term of the Lease, the undersigned as Lessee shall default, such purchase price shall also be included in any other amount owed by Lessee pursuant to Section 20 of the Lease.

Jurisdiction/Venue. This lease shall not be fully executed and effective until signed by Lessor at its principal place of business in Issaquah, King County, Washington, and shall be interpreted in accordance with the laws of the State of Washington. Lessee agrees and consents to jurisdiction in the district or superior courts in Issaquah, and/or King County, Washington. Lessee agrees that venue may be laid in Issaquah, and/or King County, Washington, in the case of any action, suit or proceeding arising out of this lease, and concedes that it, and each of them, transacted business in said state by entering into this lease.

Lessor: Puget Sound Leasing Co., Inc.

By: ______________________________

Title: ______________________________

Dated: ______________________________

Lessee: AQUA PURE WATER INC.
dba GLACIER PURE DRINKING WATER

By: FRANK MILLER

Title: PRESIDENT

Dated: ______________________________
REQUEST TO PROVIDE INSURANCE INFORMATION

Lessee: AQUA PURE WATER INC.
DBA GLACIER PURE DRINKING WATER

Date: 07/06/07

Dear Customer:

In accordance with your lease agreement, we must have evidence that the equipment is insured. Please provide an insurance policy listing Puget Sound Leasing Co., Inc. as loss payee.

Should you fail to provide satisfactory evidence within 15 days of this date, the lease agreement authorizes us to obtain property insurance to protect our interest in the leased property. The lease agreement also provides that you will reimburse us for the costs incurred in obtaining and maintaining such insurance.

The insurance policy issued to us is specifically designed for leased equipment and is underwritten by the Scottsdale Insurance Company. The coverage provided is only for replacement of the equipment and covers all direct physical loss resulting from any external cause of loss, unless otherwise excluded in the policy.

No liability insurance is provided.

By providing this additional service, Puget Sound Leasing will prevent your company from experiencing loss of equipment with a continuing lease obligation due to unforeseen circumstances.

Sincerely yours,

Puget Sound Leasing Co., Inc.
PO Box 1295
Issaquah, WA 98027
COPY OF DRIVER'S LICENSE

For FRANK MILLER

Please provide the information below from your current driver's license and make a photocopy onto the space below.

Name: ____________________________

State: ____________________________

Date of Birth: ______________________

License #: __________________________

Expiration Date: ______________________

Please make a photocopy of driver's license with legible signature onto this document.
Puget Sound Leasing Co., Inc.
PO Box 1295
Issaquah, WA 98027

COPY OF DRIVER'S LICENSE
For SHERI MILLER

Please provide the information below from your current driver's license and make a photocopy onto the space below.

Name: ________________________________
State: ________________________________
Date of Birth: __________________________
License #: _____________________________
Expiration Date: ________________________

Please make a photocopy of driver's license with legible signature onto this document.
**LEASE APPLICATION**

1. **BUSINESS NAME**
   - AQUA PURE WATER INC.
2. **BUSINESS DBA**
   - GLACIER PURE DRINKING WATER
3. **BUSINESS ADDRESS**
   - 2906 RUBIDOUX BLVD. SUITE E
4. **CITY**
   - RIVERSIDE
5. **STATE**
   - CA
6. **ZIP CODE**
   - 92509
7. **DATE**
   - 
8. **TELEPHONE**
   - 
9. **BUSINESS TYPE**
   - Corporation
10. **BIZINESS STARTED**
    - 
11. **CURRENT OWNERSHIP**
    - 
12. **CONTACT**
    - FRANK MILLER
13. **EMAIL ADDRESS**
    - 
14. **CONTACT NAME**
    - 
15. **PHONE**
    - 
16. **EQUIPMENT LOCATION**
    - 2906 RUBIDOUX BLVD. SUITE E
17. **COUNTY**
    - RIVERSIDE
18. **EQUIPMENT LOCATION**
    - RIVERSIDE, CA 92509

---

**Applicant** - Lessors authorize Lessee to obtain such information as may be required concerning the above statements within the framework of the Fair Credit Reporting Act and warrant that the credit information and all financial statements submitted to Lessor are true, correct, and complete. Applicants understand that Lessors are relying on this lease application and financial statements submitted by applicants in making its decision whether to enter into a lease agreement. Applicants agree to inform the Lessor immediately of any matter that will cause any significant change in Applicants' financial condition. Applicants agree that the application and other information submitted remain the property of the Lessor whether or not the Lease is granted. 

LESSEE HEREBY AUTHORIZES LESSOR OR ITS AGENTS TO INQUIRE, INVESTIGATE OR CONFIRM ANY OF THE ABOVE INFORMATION OR STATEMENTS. THIS APPLICATION DOES NOT OBLIGATE THE LESSOR TO ENTER INTO A LEASE AGREEMENT.

By: ___________________________  Title: ___________________________

Date: ___________________________
CORPORATE RESOLUTION FOR LEASING
AND OTHERWISE DEALING WITH
PUGET SOUND LEASING CO., INC.

Resolution of AQUA PURE WATER INC.

RESOLVED that

1. Name [Redacted] Title [Redacted] 2. Name [Redacted] Title [Redacted]

whose signatures appear below, or any [ONE] of them, hereby authorized,

(number of signatures required)

for and on behalf of this corporation and in its name to execute Lease Agreements and related documents with Puget Sound Leasing Co., Inc. (Lessee) on such terms as may be agreed to by said persons, including any notes or other evidences of indebtedness as may be requested by the Lessee.

Said firm is authorized to act upon this resolution until written notice of its revocation is delivered to said firm.

Authorized Signatures

1. [Redacted] 2. [Redacted]

3. [Redacted] 4. [Redacted]

I SHERI MILLER Secretary of AQUA PURE WATER INC.

a California Corporation, do hereby certify that the resolution appearing above is a full, true and correct copy of a resolution of the Board of Directors of said corporation duly and regularly passed and adopted at a meeting of the Board of Directors of said corporation which was duly and regularly called and held in all respects as required by law and by the bylaws of said corporation on the _______ day of _______, 20____ and that the signatures appearing on the abovementioned copy of said resolutions are the genuine signatures of the persons mentioned in said resolution and authorized to act on behalf of said corporation as set forth in said resolution.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

In witness whereof, I have hereunto set my hand as such Secretary and affix the corporate seal, if applicable, of said corporation this _______ day of _________, 20____.

[Seal]

President FRANK MILLER Secretary SHERI MILLER
Puget Sound Leasing Co., Inc.
PO Box 1295
Issaquah, WA 98027

RIDER

Rider attached to and made a part of that Equipment Lease between Lessor and Lessee. The provisions of the aforementioned printed Lease notwithstanding, Lessor and Lessee mutually agree that:

At the expiry of the original term of the Lease, the undersigned, as Lessee, guarantees to purchase from the Lessor or its assigns all of the leased equipment for an amount equal to $1,000 plus any applicable taxes.

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Lessor
Puget Sound Leasing Co., Inc.

Lessee
AQUA PURE WATER INC.
dba GLACIER PURE DRINKING WATER

By: ____________________________

Title: __________________________

Dated: _________________________

By: ____________________________

Title: PRESIDENT

Dated: _________________________
REQUEST TO PROVIDE INSURANCE INFORMATION

Lessee: AQUA PURE WATER INC. 
DBA GLACIER PURE DRINKING WATER

Date: 07/06/07

Dear Customer:

In accordance with your lease agreement, we must have evidence that the equipment is insured. Please provide an insurance policy listing Puget Sound Leasing Co., Inc. as loss payee.

Should you fail to provide satisfactory evidence within 15 days of this date, the lease agreement authorizes us to obtain property insurance to protect our interest in the leased property. The lease agreement also provides that you will reimburse us for the costs incurred in obtaining and maintaining such insurance.

The insurance policy issued to us is specifically designed for leased equipment and is underwritten by the Scottsdale Insurance Company. The coverage provided is only for replacement of the equipment and covers all direct physical loss resulting from any external cause of loss, unless otherwise excluded in the policy. No liability insurance is provided.

By providing this additional service, Puget Sound Leasing will prevent your company from experiencing loss of equipment with a continuing lease obligation due to unforeseen circumstances.

Sincerely yours,

Puget Sound Leasing Co., Inc.
PO Box 1295
Issaquah, WA 98027
Puget Sound Leasing Co., Inc.
PO Box 1295
Issaquah, WA 98027

COPY OF DRIVER'S LICENSE

For FRANK MILLER

Please provide the information below from your current driver's license and make a photocopy onto the space below.

Name: ________________________________

State: ________________________________

Date of Birth: _________________________

License #: ____________________________

Expiration Date: _______________________

Please make a photocopy of driver's license with legible signature onto this document.
Puget Sound Leasing Co., Inc.
PO Box 1295
Issaquah, WA 98027

COPY OF DRIVER'S LICENSE
For SHERI MILLER

Please provide the information below from your current driver's license and make a photocopy onto the space below.

Name: ___________________________
State: ___________________________
Date of Birth: _______________________
License #: _________________________
Expiration Date: _____________________

Please make a photocopy of driver's license with legible signature onto this document.
**LEASE APPLICATION**

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<td>RIVERSIDE, CA, 92509</td>
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**EQUIPMENT VENDOR/SUPPLIER**

**CONTACT**

- ADDRESS
- TELEPHONE
- FAX

**EQUIPMENT COST**

| $74,417.54 |

**LEASE TERMS**

- Monthly

**TYPE OF EQUIPMENT**

- WATER BOTTLING EQUIPMENT

---

**By:** [Signature]

**Title:** [Title]

**Date:** [Date]