

**ORIGINAL**

John E. Dougherty  
PO Box 501  
Rimrock, AZ 86335  
Complainant & Intervener



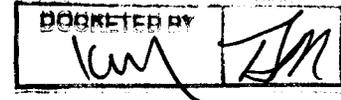
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**BEFORE THE ARIZONA CORPORATION COMMISSION**

Arizona Corporation Commission

**DOCKETED**

**MAR 21 2013**



**COMMISSIONERS**

BOB STUMP-Chairman  
GARY PIERCE  
BOB BURNS  
SUSAN BITTER SMITH  
BRENDA BURNS

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IN THE MATTER OF THE APPLICATION OF  
MONTEZUMA RIMROCK WATER COMPANY,  
LLC FOR APPROVAL OF FINANCING TO  
INSTALL A WATER LINE FROM THE WELL ON  
TIEMAN TO WELL NO. 1 ON TOWERS

W-04254A-12-0204

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IN THE MATTER OF THE APPLICATION OF  
MONTEZUMA RIMROCK WATER COMPANY,  
LLC FOR APPROVAL OF FINANCING TO  
PURCHASE THE WELL NO. 4 SITE AND THE  
COMPANY VEHICLE.

W-04254A-12-0205

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IN THE MATTER OF THE APPLICATION OF  
MONTEZUMA RIMROCK WATER COMPANY,  
LLC FOR APPROVAL OF FINANCING FOR AN  
8,000-GALLON HYDRO-PNEUMATIC TANK

W-04254A-12-0206

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IN THE MATTER OF THE RATE  
APPLICATION OF MONTEZUMA RIMROCK  
WATER COMPANY, LLC.

W-04254A-12-0207

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JOHN E. DOUGHERTY,  
COMPLAINANT,  
V.  
MONTEZUMA RIMROCK WATER  
COMPANY, LLC,  
RESPONDENT.

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W-04254A-11-0323

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2013 MAR 21 A 8:28  
ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL

IN THE MATTER OF THE APPLICATION OF  
MONTEZUMA RIMROCK WATER  
COMPANY, LLC FOR APPROVAL OF A  
RATE INCREASE.

W-04254A-08-0361

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IN THE MATTER OF THE APPLICATION OF  
MONTEZUMA RIMROCK WATER  
COMPANY, LLC FOR APPROVAL OF A  
FINANCING APPLICATION.

W-04254A-08-0362

**Notice of filing  
additional exhibits**

**Response to Staff's  
and Company's  
Joint Filing to  
Extend Schedule**

**Motion to Maintain  
Complaint portion  
of Docket under  
Current Hearing  
Schedule**

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*NOTICE OF FILING EXHIBITS*

1. On March 20, 2013, Complainant/Intervener received documents in response to subpoenas sent to Nile River Leasing Company and Financial Pacific Leasing Company.
2. Nile River provided the sworn affidavit of Robin Richards that is properly notarized. Ms. Richards states she did not sign the two purported lease agreements between Ms. Patricia Olsen and Nile River Leasing dated March 16, 2012 that Company's Counsel docketed in 08-361/362 on April 13, 2012. (Exhibit 11A in support of Allegation XVII)
3. Financial Pacific Leasing provided a cover letter, a copy of the only Capital Lease agreement it has entered into with Montezuma Rimrock, a verification certificate, and two emails. (Exhibit 13 in Support of Allegation XVII)
4. Financial Pacific states that the Capital Lease agreement for the Arsenic Treatment Equipment was signed on March 22, 2012 and confirmed on April 2, 2012.
5. Intervener/Complainant included in the subpoena to Financial Pacific a copy of a purported lease agreement between Montezuma Rimrock and Financial Pacific dated May 2, 2012 that was docketed by the Company on Oct. 25, 2012 in W-04254A-12-0204 et Seq. The Company only docketed four of the five pages of the purported lease agreement.

6. Financial Pacific states in its cover letter that the company has no record of a May 2, 2012 Lease agreement with Montezuma Rimrock:

“The agreement you provided with a typed date of 5/2/2012 appears to be an *unauthorized modified version* (emphasis added) of the original. We did not type the date of 5/2/2012 on this agreement. The lease you sent me is also missing page 5 of the agreement.”

8. The dates are crucial. The April 9, 2012 Procedural Order required disclosure of the April 2, 2012 Capital Lease agreement by April 13, 2012. The Company failed to do so.

9. The Company also failed to disclose the Financial Pacific Capital lease prior to a crucial April 30, 2012 Procedural Conference to discuss such lease agreements. The failure to disclose the lease was an intentional and material omission designed to deceive Intervener/Complainant, the ALJ, the Commission and the Public.

10. Page 5 of the agreement shows that Ms. Olsen, and her husband, Gregory Olsen, signed the Financial Pacific Lease agreement as guarantors for Montezuma Rimrock on March 22, 2012.

11. Financial Pacific’s statement also directly conflicts with the Company’s Answer to the Amended Complaint:

“The Company and Financial Pacific executed lease agreements dated April 3, 2012 and May 2, 2012 *but ultimately decided to use the May lease*. (Emphasis added). (Lines 11-13, Page 12, Answer to Complaint, March 18, 2013)

12. The evidence shows there is, and never was, a May 2, 2012 lease agreement.

#### *RESPONSE TO COMPANY'S AND STAFF'S JOINT MOTION FOR AN EXTENSION*

13. The joint motion states:

“Based upon discussions with Staff, the Company intends to make amended filings in the rate case relating to *financing approvals for the lease agreements*, (emphasis added) surcharge mechanisms and certain storage tanks.”

14. Intervener/Complainant strongly objects to the joint strategy by Staff and the Company to now, six months after the rate case was ruled sufficient, to include two Capital lease agreements obtained after the company appears to have submitted fraudulent and forged documents to avoid Commission approval of the same Capital leases in 2012.

15. Staff has made it clear that its primary goal is to get Montezuma Rimrock back into a position where it can function, rather than following state statutes and Commission regulations.

16. By doing so, Staff is making a mockery of Statutes requiring approval of Capital leases prior to execution and turning a blind eye to clear evidence of fraud and forgery, both criminal offenses.

17. The Company's intentional violation of at least three Procedural Orders (January 4, 2012, March 12, 2012 and April 9, 2012 in Docket W-4254A-08-361, W-4254A-08-362) and submission of apparently fraudulent and forged Capital lease agreements, under Counsel's signature, raise fundamental issues about the Company's honesty, integrity and fitness to hold a Certificate of Convenience of Necessity.

18. Intervener/Complainant is prepared to move forward with the entire case under the current schedule.

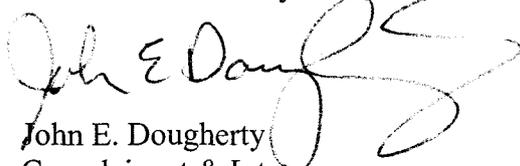
19. The evidence presented to date clearly shows – at a minimum -- it is in the best interest of the Public and Ratepayers for the Amended Formal Complaint to move forward under the current hearing schedule as set forth in the February 26, 2013 Procedural Order.

20. The balance of this docket, including the rate case, consideration of the 252 matter and approval of various debt agreements can be rescheduled, if necessary, after the Complaint hearing.

*MOTION TO MAINTAIN CURRENT HEARING SCHEDULE FOR AMENDED COMPLAINT*

**21. Intervener/Complainant respectfully Moves the Administrative Law Judge to keep in place the Amended Formal Complaint portion of this consolidated docket under the hearing schedule as set forth in the February 26, 2013 Procedural Order.**

Dated this 21<sup>st</sup> Day of March, 2013

  
John E. Dougherty  
Complainant & Intervener

Copies of the foregoing Mailed/Hand Delivered  
This 21<sup>st</sup> day of March, 2013 to:

Todd C. Wiley  
3003 N. Central Ave.  
Suite 2600  
Phoenix, AZ 85012

Janice Alward  
Arizona Corporation Commission  
1200 W. Washington St.  
Phoenix, AZ 85007

Patricia D. Olsen, Manager  
Montezuma Rimrock Water Company  
PO Box 10  
Rimrock AZ 86335

Michelle Wood  
RUCO/Suite 220  
1110 W. Washington St.  
Phoenix, AZ 85007

Steve Olea  
Arizona Corporation Commission  
1200 W. Washington St.  
Phoenix, AZ 85007

Lyn Farmer  
Arizona Corporation Commission  
1200 W. Washington St.  
Phoenix, AZ 85007

**Affidavit of Robin L. Richards**

I am employed as the administrative assistant for Nile River Leasing, LLC.

I have been employed by Nile River since 11/20/2006. I work directly with Nile River member John Torbenson.

I am not authorized to sign lease agreements on behalf of Nile River.

I have reviewed the attached documents of two purported lease agreements dated March 16, 2012 between Mrs. Patricia Olsen, 2126 S. Tombaugh Way, Flagstaff, AZ, lessee, and Nile River, lessor. One agreement is for an arsenic treatment building and the other agreement is for an arsenic removal water treatment system.

I did not sign the two March 16, 2012 lease agreements on behalf of Nile River.

The signature that appears to be "Robin Richards", on behalf of Nile River, on both of the March 16, 2012 lease agreements, is not my signature.

I declare to the best of my knowledge and belief, the information herein is true, correct and complete.

Executed this 8<sup>th</sup> Day of March, 2013

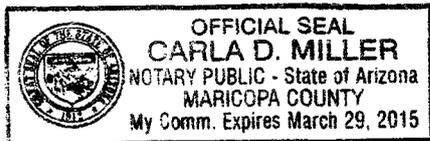
Robin L. Richards 3/8/13  
Robin L. Richards Date

State of Arizona )  
 )ss  
County of Maricopa )

Subscribed and affirmed before me this 8 Day of March, 2013 by

Robin L. Richards, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Carla D. Miller 3/8/13  
Notary Public Date



My Commission Expires: 3/29/15



Exhibit 13  
FINANCIAL PACIFIC<sup>®</sup>  
LEASING, LLC

3455 S. 344th Way, Suite 300 Federal Way, WA 98001

Post Office Box 4568 Federal Way, WA 98063-4568

253.568.6000

Facsimile 253.568.2222

E-mail: [finpac@finpac.com](mailto:finpac@finpac.com)

[www.finpac.com](http://www.finpac.com)

March 7, 2013

John E. Dougherty  
PO BOX 501  
Rimrock, AZ 86335

Re: Docket No. W-04254A-11-0323 / Montezuma Rimrock Water Company, LLC

Mr. Dougherty,

Enclosed is the complete lease agreement for contract number 001-0796680-001. Please note the verbiage on our UCC states the agreement was dated April 3, 2012, however this is the date the agreement was booked. As you can see on page 5 of the agreement, the lease was actually dated March 22, 2012. The front page of the agreement has a typed date of 4/22/12. It is our policy to use the date on the confirm call to fill in any date fields left blank at the time of signing. I have included a copy of the confirm call for your reference.

The enclosed lease agreement is the only lease agreement we have on file for Montezuma Rimrock Water Company. The agreement you provided with a typed date of 5/2/2012 appears to be an unauthorized modified version of the original. We did not type the date of 5/2/2012 on this agreement. The lease you sent me is also missing page 5 of the agreement.

I have also included one email and attachment that was sent to Patricia regarding the insurance requirements.

Thank you,

Dawn Pearce  
Legal Department  
253-568-6141  
[dpearce@finpac.com](mailto:dpearce@finpac.com)

# LEASE AGREEMENT

For internal use only.

This document is subject to a security interest in favor of Wells Fargo Capital Finance, LLC as Collateral Agent for the Secured Parties

**LEASE #:** 796680.001

**LESSEE**

**MONTEZUMA RIMROCK WATER COMPANY LLC**  
**BILLING ADDRESS:**  
 PO BOX 10  
 RIMROCK, AZ 86335  
 COUNTY: YAVAPAI

**VENDOR/SUPPLIER**

KEVLOR DESIGN GROUP, LLC  
 430 FITZGERALD PLACE  
 ATLANTA, GA 30349

**EQUIPMENT DESCRIPTION (Attach separate Equipment List if needed)**       new       used

**SEE EQUIPMENT LIST**

**EQUIPMENT LOCATION.** Complete only if Equipment will not be located at Lessee's address above.

**ADDRESS:** 4599 E. GOLDMINE RD., RIMROCK, AZ 86335

**SCHEDULE OF LEASE PAYMENTS**

Lease Term (Months)	Number of Payments	Amount of Each Lease Payment			Number Prepayment(s)	Administrative Fee	Security Deposit	Initial Amount Due	Option Price/ Guaranteed Purchase
		Rental	Tax	Total Payment					
60	60	\$1,058.18	\$77.78	\$1,135.96	2	\$420.00	\$0.00	\$2,691.92	\$1.00

Payment Due Date      Pro rata rental is calculated as follows: (Monthly Rental Payment divided by 30 days = Daily Rate) x (# of Days Between Acceptance Date And First Payment Date) = Total. Pro rata rental is billed on your first invoice.

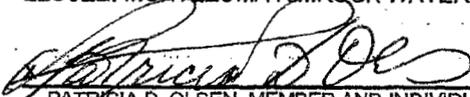
1st       15th

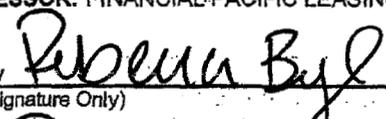
4/15/2012  
 THIS LEASE AGREEMENT ("Lease") IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED HEREON AND ON THE FOLLOWING PAGES, ALL OF WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES HAVING READ. PLEASE READ CAREFULLY BEFORE SIGNING.

**THIS LEASE, WHICH CONSISTS OF 5 PAGES, IS NOT BINDING UNTIL ACCEPTED BY LESSOR.**

**LESSEE:** MONTEZUMA RIMROCK WATER COMPANY LLC

**LESSOR:** FINANCIAL PACIFIC LEASING, LLC

  
 \_\_\_\_\_  
 PATRICIA D. OLSEN, MEMBER AND INDIVIDUALLY

By   
 \_\_\_\_\_  
 (Signature Only)

4/2/2012  
 \_\_\_\_\_  
 (Date)

Baking Cur.  
 \_\_\_\_\_  
 (Title)

**THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED**

Lessor, hereby Leases to Lessee, and Lessee hereby hires and takes from Lessor all property described in this Lease or hereafter and made a part hereof (collectively, together with any substitutions or replacements thereto, the "Equipment").

1. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between Lessor and Lessee. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding on Lessor. All prior conversations, agreements or representations related hereto and/or to the Equipment are integrated herein. No modification hereof shall be binding unless in writing and signed by Lessor.

CONTINUED ON FOLLOWING PAGES

2. **LESSEE REPRESENTATIONS.** Lessee acknowledges that no salesman or agent of the supplier of the equipment is authorized to waive or alter any term or condition of this Lease and no representation as to the Equipment or any matter by the Supplier shall in any way effect Lessee's duty to pay the Lease payments and perform its other obligations as set forth in this Lease. Lessee represents that its exact legal name, state of formation, location of its chief executive office and/or its place of residence as applicable have been correctly identified to Lessor.

3. **STATUTORY FINANCE LEASE.** Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance lease under Article 2A of the Uniform Commercial Code. Lessee acknowledges and agrees that Lessee has selected both: (1) the Equipment; and (2) the Supplier from whom Lessor 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, and Lessor has not selected, manufactured, or supplied the Equipment.

LESSEE IS ADVISED THAT IT MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE EQUIPMENT FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT SUCH SUPPLIER FOR A DESCRIPTION OF ANY SUCH RIGHTS.

4. **ASSIGNMENT BY LESSEE PROHIBITED WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.** LESSEE SHALL NOT ASSIGN THIS LEASE OR ANY INTEREST THEREIN, OR SUBLEASE THE EQUIPMENT, OR PLEDGE OR TRANSFER THIS LEASE, OR OTHERWISE DISPOSE OF THE EQUIPMENT COVERED HEREBY.

5. **APPLICABLE LAW AND VENUE.** ALL MATTERS INVOLVING THE CONSTRUCTION, VALIDITY, PERFORMANCE, OR ENFORCEMENT OF THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON. LESSEE CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON AND AGREES THAT AT LESSOR'S SOLE OPTION, JURISDICTION AND LOCATION FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THE LEASE, AND ALL DOCUMENTS EXECUTED IN CONNECTION THEREWITH, SHALL BE IN KING COUNTY, STATE OF WASHINGTON. LESSEE WAIVES THE RIGHT OF JURY TRIAL. LESSOR SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND PARTIES TO THE TRANSACTION.

6. **NO WARRANTY.** Lessor, not being the manufacturer of the equipment, nor manufacturer's agent, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR USE OR OTHERWISE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. In addition, Lessee waives any and all rights and remedies conferred by UCC 2A-508 through 2A-522, including, but not limited to; Lessee's right to (a) cancel or repudiate the Lease; (b) reject or revoke acceptance of the Equipment; (c) deduct from rental payments all or any part of any claimed damages resulting from Lessor's default under the Lease; (d) recover from Lessor any general, special, incidental, or consequential damages, for any reason whatsoever. Lessee further waives any and all rights, now or hereafter conferred by statute or otherwise, that may require Lessor to sell, re-lease, or otherwise use or dispose of the Equipment in mitigation of Lessor's damages or that may otherwise limit or modify any of Lessor's rights or remedies hereunder.

7. **TERM:** The initial term of this Lease is set forth on the first page of this Lease. The term begins on the earlier of the following dates: (a) the date Lessee requests Lessor to make payment to the Supplier; or (b) the Acceptance Date as indicated on the Inspection/Verification Certificate.

8. **END OF TERM OPTIONS.** If the option exists and so long as no Event of Default exists, Lessee may, at the end of the original or any renewal term, purchase all (but not less than all) the Equipment by paying the option price set forth in the Schedule of Lease Payments plus any applicable taxes and fees. If option price is designated as a Guaranteed Purchase, Lessee shall be required to purchase the Equipment, rather than have an option to do so. If no option price is indicated, Lessor will use its reasonable judgment to determine the Equipment's fair market value. Upon payment of the Fair Market Value price and applicable taxes and fees, Lessor's interest in the Equipment shall terminate and Lessee shall accept the Equipment "AS IS, WHERE IS" without any representation of warranty whatsoever.

9. **LEASE PAYMENT; SECURITY DEPOSIT.** The lease payments for the Equipment leased shall be in the amount designated in the schedule of payments and shall commence on the indicated payment due date immediately following the Equipment Acceptance Date. Lessee shall pay Lessor said lease payments on or before the due date, at the office of Lessor or to such other person or place as Lessor may designate in writing. Lessee agrees to pay pro rata rental (based on the monthly lease payments) for the period from the Acceptance Date, to the due date of the first payment. Said pro rata rental shall be in addition to the first payment and shall be made simultaneously with the first payment. Prepayments are credited with one payment being applied to the first month's rental and any other prepayments then applied to the last month(s) rental(s). Any security deposit shall remain as security for performance of all the terms and conditions of this Lease. 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 the security deposit to the curing of such default. On the expiration or earlier termination or cancellation of this Lease, or any extension or renewal hereof, provided Lessee has paid all of the rental called for and fully performed all other provisions of this Lease, Lessor will return to Lessee any then remaining balance of said security deposit, without interest. Said security deposit may be commingled with Lessor's other funds.

10. **LATE CHARGES AND COLLECTION CHARGES.** A late charge of 10% of the total monthly lease payment, or \$10, whichever is greater, will be assessed when a payment is not received on or before the due date. An additional late charge will be assessed for each month a payment remains unpaid. If Lessee's delinquency requires additional collection efforts, a charge will be assessed in accordance with Lessor's collection charge schedule. In addition, Lessee shall be assessed for any charges levied by an outside collection agency following Lessee's default.

11. **LOCATION AND USE OF EQUIPMENT.** Lessee shall keep the equipment at the location designated in the Lease, unless Lessor, in writing, permits its removal. The Equipment shall be used solely in the conduct of Lessee's business. Lessee shall notify Lessor if equipment is used for transporting or storing product considered hazardous material. Lessee warrants that Equipment is leased for commercial or business purposes and not for consumer, personal, home or family purposes.

12. **SURRENDER OF EQUIPMENT.** At the expiration of the term of this lease, or upon demand by Lessor pursuant to Paragraph 19 of this Lease or in the event of an option price pursuant to paragraph 8 of this Lease, Lessee at its expense shall return the Equipment in proper working order, condition and repair by delivering it packed and ready for shipment to such place or on board such carrier as Lessor may specify. **WARNING: FAILURE TO RETURN THE EQUIPMENT MAY RESULT IN CRIMINAL PROSECUTION AND/OR ADDITIONAL RENTAL CHARGES, ON A MONTH TO MONTH BASIS, UNTIL THE EQUIPMENT IS RECOVERED BY LESSOR.**

13. **NOTICES.** Services of all notices under this agreement shall be sufficient if given personally or mailed to Lessor at 3455 S. 344th Way, Suite 300, Federal Way, WA 98001, or P.O. Box 4588, Federal Way, WA 98063; or to Lessee at Lessee's address set forth above or at such other address as a party may provide in writing from time to time. Any notices required by this Lease shall be deemed to be delivered when a record properly directed to the

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Intended recipient has been (a) deposited with the US Postal Service, (b) transmitted by facsimile, (c) transmitted through the Internet, or (d) has been personally delivered.

**14. LIABILITY AND INDEMNITY; LOSS AND DAMAGE.** Lessee shall indemnify and hold Lessor harmless from liability expense of every kind or nature from whatever cause, including, but not limited to, the liability arising under any statute, ordinance or regulation in connection with the use of the Equipment and from all liability on account of any claim for personal injury, death, or property damage to any person or party whatsoever, including Lessee, arising out of the manufacture, selection, operation, use, maintenance, or delivery of the Equipment. Such indemnification shall survive the expiration, cancellation, or termination of this Lease. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever, regardless of whether the loss is insured. In the event of loss or damage to the Equipment, or to any part thereof, Lessee, at the option of the Lessor, shall (a) Replace the same in good condition, repair and working order; or (b) Replace the same, with like property of the same or greater value; provided, however, at Lessee's option, the remaining obligation under this Lease can be satisfied by the payment of the remaining unpaid lease payments and the estimated value of the Equipment at the expiration of this Lease, and other amounts due under the Lease, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss or damage. Except as expressly provided in this paragraph, total or partial destruction of any of the Equipment or total or partial loss of use or possession thereof to Lessee shall not release or relieve Lessee from the duty to pay the lease payments herein provided.

**15. INSURANCE.** Lessee, at its own expense, shall keep the Equipment insured for the full term of this Lease and any renewals or extensions thereof, for the full insurable value thereof against all risks of loss or damage, and against such other risks in such amounts as Lessor may specify, including liability insurance, with limits not less than \$500,000 unless Lessor specifies an increased amount due to the equipment location or use of equipment (bodily injury and property damage) combined single limit. Provided, however, in those instances where Lessee is leasing the Equipment defined by Lessor as "mobile Equipment," Lessee shall procure and maintain, for the full lease term, all risk physical damage insurance as opposed to insurance against fire and theft, with extended or combined coverage. All insurance policies must provide that no cancellation shall be effective without thirty (30) days' prior written notice to Lessor. Lessee shall deliver to Lessor the policies or evidence of insurance with a standard form of endorsement attached thereto showing Lessor to be named as an additional insured, together with receipts for the premiums thereunder. Lessee shall, at the request of Lessor, name as Loss Payee such party who may have a security interest in the Equipment. Lessee agrees that any dispute regarding insurance charges will be determined by arbitration conducted under the rules of the American Arbitration Association in Seattle, Washington.

**16. LESSEE'S FAILURE TO PAY TAXES, INSURANCE, ETC.** Should Lessee fail to make any payment or do any act as herein provided, then Lessor shall have the right, but not the obligation, without notice to or demand upon Lessee, and without releasing Lessee from any obligation hereunder, to make or do the same and to pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of Lessor appears to affect the Equipment, and in exercising such rights, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefore. Should Lessee fail to provide Lessor the policies or evidence of insurance described herein, Lessor shall have the right, but not the obligation, to secure insurance on the Equipment in such form and amount as Lessor deems reasonable to protect Lessor's interests. Lessee understands that, if Lessor secures insurance on the Equipment the insurance may not name Lessee as an insured and may not fully protect Lessee's interests. Lessee agrees that, if Lessor secures insurance on the Equipment, Lessee will pay an insurance charge that may be substantially higher than the premium that Lessee would pay if Lessee placed said insurance independently. **Lessee agrees that, in addition to the premium, the insurance charge Lessee is required to pay Lessor will include an interest charge, administrative and processing fees, which will result in profit to Lessor and its agents.** All sums so incurred or expended by Lessor shall be without demand immediately due and payable by Lessee and shall bear interest at eighteen percent (18%) per annum if not prohibited by law, otherwise at the highest lawful contract rate. The parties agree that any claim, dispute, or controversy regarding insurance or any fee charged by Secured Party for securing insurance or for any other action taken by Secured Party under this Agreement will, upon demand by either party, be submitted to binding arbitration conducted by the American Arbitration Association in Seattle, Washington; provided however, such agreement does not authorize class arbitration or entitle any party to bring third parties or other claims into the arbitration proceeding. This agreement to arbitrate certain claims does not limit the right of any party to commence or continue any legal action with respect to other claims arising under this Agreement.

**17. AUTHORITY TO SIGN.** If Lessee is a Limited Liability Company ("LLC"), partnership or corporation, the person signing the Lease on behalf of such LLC, partnership or corporation hereby warrants that (s)he has full authority from the LLC, partnership or corporation to sign this Lease and obligate the LLC, partnership or corporation.

**18. DEFAULT REMEDIES.**

a) An event of default shall occur if:

- (1) Lessee fails to pay any Lease installment and such failure continues for a period of ten (10) days;
- (2) Lessee shall fail to perform or observe any covenant, condition or obligation to be performed or observed by it hereunder and such failure continues uncured for fifteen (15) days;
- (3) Lessee or any guarantor has made any misleading or false statement, or representation in connection with application for performance of this Lease;
- (4) Lessee or any guarantor becomes insolvent or is the subject of a petition in bankruptcy or under any other insolvency law or law providing for relief of debtors, either voluntary or involuntary, or makes an assignment for the benefit of creditors, or is named in, or the Equipment becomes subjected to a suit for the appointment of a receiver, or any action is taken for the dissolution of Lessee, if Lessee be a corporation;
- (5) If the Equipment is seized or levied upon under any legal or governmental process;
- (6) Lessee attempts to remove, sell, transfer, encumber, part with possession or subject the Equipment or any item thereof without first obtaining Lessor's consent;
- (7) Lessee or any guarantor defaults in the performance of any obligation owed to Lessor under the provisions of any other agreement with the Lessor.

b) Upon the occurrence of an event of default, Lessor shall have the right to exercise any one or more of the following remedies:

- (1) To declare the entire unpaid lease payments and other sums payable by Lessee hereunder to be immediately due and payable;
- (2) Cause Lessee, at Lessee's expense, promptly to return any or all of the Equipment to Lessor, all without demand or legal process, and to allow Lessor to enter into the premises where the Equipment may be found and take possession of or remove the same, whereupon all rights of Lessee in the Equipment shall terminate absolutely; and
  - (i) Retain the Equipment and all lease payments made hereunder, or
  - (ii) Retain all prior lease payments and sell the Equipment at public or private sale, with or without notice to Lessee. The sale price, less 10% to cover Lessor's internal costs, will be credited against the remaining unpaid lease payments, unpaid late charges, estimated value of Equipment at the expiration of the lease term, charges for retaking, storage, repairing and reselling the Equipment, reasonable attorney's fees incurred by Lessor and other amounts due under the Lease in such order as Lessor in its sole discretion shall determine. Lessee shall remain liable for the deficiency and any surplus remaining after such application of proceeds of sale shall be

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- paid to whosoever may be lawfully entitled to receive the same; or
- (iii) Retain the Equipment and all prior payments, with Lessee remaining liable for the unpaid lease payments, unpaid late charges, charges for retaking and restoring Equipment to proper order and working condition, reasonable attorney's fees incurred by Lessor, together with other amounts due under the Lease; or
  - (iv) Lease the Equipment, or any portion thereof, for such period, rental, and to such persons as Lessor shall select, and credit Lessee with an amount equal to Lessor's capital cost of this new lease, less ten percent (10%) after declaring all costs and expenses incurred in connection with the recovery, repair, storage and leasing of the Equipment against obligations due from Lessee to Lessor hereunder, with Lessee remaining responsible for any deficiency. It is agreed that the amounts to be retained by Lessor and the balance to be paid by Lessee under this paragraph (2) shall not be a penalty but shall be as and for liquidated damages for the breach of this Lease and as reasonable return for the use of the Equipment and for the depreciation thereof.
- (3) No remedy hereon conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided; but shall be cumulative and in addition to every other remedy available to Lessor. The forbearance on the part of Lessor to exercise any right or remedy available hereunder in the event of Lessee's default, or Lessor's failure to demand punctual performance or any obligation of Lessee shall not be deemed a waiver (A) of any such right or remedy, or (B) the requirement of punctual performance, or (C) of any subsequent breach or default on the part of Lessee.

19. **ATTORNEYS FEES AND EXPENSE.** In the event Lessor is required to retain an attorney to assist in the enforcement of its rights under this Lease, it shall be entitled to a reasonable attorney's fee, however incurred, in addition to costs and necessary disbursements, whether or not suit becomes necessary, including fees incurred on appeal or in connection with a bankruptcy proceeding.

20. **OPERATION, MAINTENANCE AND REPAIR.** Lessor shall not be obligated to install, erect, test, adjust, service or make repairs or replacements to the Equipment. Lessee shall bear the expense of all necessary repairs, maintenance, operation, and replacements required to be made to maintain the Equipment in proper working condition, using as a guide the maintenance program described in the owner's manual, if any, for each item of Equipment and shall perform all maintenance required to insure full validation of a manufacturer's warranty on the Equipment. Lessee shall comply with all laws and regulations relating to ownership, possession, operation, use and maintenance of the Equipment. No Equipment shall be used contrary to its intended use, or the provisions of any insurance policy covering the Equipment.

21. **TAXES.** Lessee shall pay and discharge all sales, use, property and other taxes now or hereafter imposed by any taxing authority upon the Equipment based upon the ownership, leasing, renting, sale, possession or use thereof, whether the same be assessed to Lessor or Lessee, together with any penalties or interest in connection therewith, and will submit written evidence of the payment at Lessor's request. Sales or use tax due on rental payments shall be due at the same time as the rental payment. For those property taxes required to be filed by Lessor, Lessor will include the Equipment as property in the possession of Lessee for purposes of tax assessments. A processing fee of the greater of \$10.00 or 10% of the tax will be collected from Lessee for managing the payment of any taxes which are the responsibility of Lessee. Upon termination of the Lease, Lessee will pay Lessor personal property taxes, reasonably estimated, for every year assessed by the taxing authority but unpaid as of termination. In the event that the actual personal property tax bill is within \$500 of such estimate, then Lessor shall not seek reimbursement from Lessee for any underpayment, and Lessor may retain any overpayment. If the difference between such estimate and the actual tax bill exceeds \$500, Lessor shall refund or Lessee shall remit the entire difference.

22. **LESSOR'S ASSIGNMENT.** Lessor may assign all or any of Lessor's other rights hereunder. After such assignment, Lessee waives any right Lessee may have to claim or assert any defenses, setoffs or counterclaims against assignee of Lessor. Lessee will settle all claims arising out of alleged breach of warranties, defenses, setoffs and counterclaims it may have against Lessor directly with Lessor and not set up any such against Lessor's assignee. An assignee of Lessor shall not be obligated to perform any of Lessor's obligations under this Lease. Lessee, on receiving notice of any such assignment, shall abide thereby and make payment as may therein be directed. Following such assignment, solely for the purpose of determining assignee's rights hereunder, the term "Lessor" shall be deemed to include or refer to Lessor's assignee. Lessee acknowledges that the Equipment may be subject to a security interest which is prior to Lessee's interest in the Equipment.

23. **TITLE; LESSEE'S INTEREST; GRANT OF SECURITY INTEREST.** The Equipment is, and shall remain, the property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. The Equipment is, and shall at all time be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property. Lessee shall keep the equipment free of any liens, claims or encumbrances other than those in favor of Lessor. Lessee shall obtain the necessary permission from the owner of any real property where the Equipment is to be affixed to the realty or be deemed a fixture in order that the Equipment shall at all times be severable and removable therefrom by Lessor, free of any right, title, claim or interest of the property owner and of Lessee except as herein provided. In addition to all of the other rights of Lessor under this Lease, Lessee grants to Lessor a security interest in and to the Leased Property and all proceeds thereof (including insurance proceeds) as security for performance of all of Lessee's obligations to Lessor of every kind and nature, now existing or hereafter arising, including, but not limited to, Lessee's obligations under this Lease and under any other agreement with Lessor.

24. **LIMITED PREARRANGED AMENDMENTS; AUTHORIZATION; SPECIFIC POWER OF ATTORNEY.** In the event it is necessary to amend this Lease to correct an obvious error or to reflect a change in one or more of the following: (a) Lessor's actual cost of procuring the Equipment, or (b) Lessor's actual cost of providing the equipment to Lessee, or (c) a change in rental payments as a result of (a) or (b) above or (d) description of the Equipment, Lessee agrees that any such amendment shall be described in a letter from Lessor to Lessee; this Lease shall be deemed amended and such amendments shall be incorporated in this Lease herein as if originally set forth. Lessee further grants to Lessor a specific power of attorney for Lessor to sign, endorse or negotiate for Lessor's benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

25. **FINANCIAL STATEMENTS; CREDIT REPORTS.** Lessor may require from time to time, and Lessee agrees to furnish, statements setting forth the financial condition and operations of Lessee. Lessee authorizes Lessor, its successors, assigns and prospective assigns, to obtain a personal credit profile on Lessee or any guarantor from any credit reporting company.

26. **MISCELLANEOUS.** Lessee will not change or remove any insignia or lettering on the Equipment and shall conspicuously identify each item of the Equipment by suitable lettering thereto to indicate Lessor's ownership. Lessor and Lessee agree that facsimile signatures on any document pertaining to this lease agreement shall be accepted by Lessor, Lessee and all guarantors as binding and enforceable and to have the same force and effect as original signatures. Lessee authorizes Lessor to communicate with Lessee through electronic means. All Lessee email addresses provided to Lessor will be confidential, and will not be shared, sold or spammed. Delinquent lease installments and other sums due under this Lease shall bear interest at eighteen percent (18%) per annum if not prohibited by law, otherwise at the highest lawful contract rate. If there is more than one Lessee, Lessor may, with the consent of any one of the Lessees, modify, extend, or change any one of the terms hereof without consent or knowledge of the others, without in any way releasing, waiving, or impairing any right granted to Lessor against the others. Lessees and each of them are jointly and severally responsible and liable to Lessor under this Lease. If Lessor is required by law to discount any unpaid lease payment or other sums payable by Lessee hereunder, then the parties hereto agree that the discount rate used shall be five percent (5%) annually. If any provision of this Lease is contrary to, prohibited by, or held invalid under applicable laws or regulations or any jurisdiction in which it is sought to be enforced, then such provision shall be considered severable and inapplicable, but shall not invalidate the remaining provisions of this Lease.

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# GUARANTEE

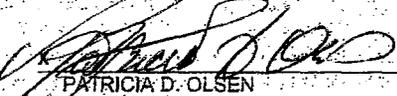
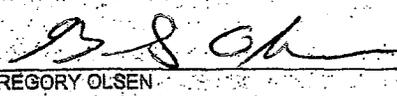
To induce Lessor to enter into a Lease with or otherwise extend financial accommodations to MONTEZUMA RIMROCK WATER COMPANY LLC ("Lessee"), the undersigned Guarantor unconditionally guarantees to Lessor the prompt payment when due of all Lessee's obligations to Lessor. Lessor shall not be required to proceed against the Lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned waives notice of acceptance hereof and all other notices or demand of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligations of Lessee or any other obligors and guarantors or any collateral therefore without notice and without in any way releasing the undersigned from his or her obligations hereunder. Guarantor waives any right to require Lessor to apply payments in a certain manner and acknowledges that Lessor may apply payments received in the fashion most advantageous to Lessor. Furthermore, Guarantor waives any and all claims against Lessee, by subrogation or otherwise, until such time as Lessee's obligations to Lessor are fully and finally satisfied. This is a continuing guarantee and shall not be discharged, impaired or affected by death of the undersigned or the existence or nonexistence of Lessee as a legal entity. This continuing Guarantee shall bind the heirs, administrators, representatives, successors, and assigns of the undersigned and may be enforced by or for the benefit of any assignee or successor of Lessor.

The provisions of the Guarantee shall extend to and apply to all the obligations of Lessee to Lessor, now existing or hereafter made, incurred or created, however arising, and whether set forth in separate agreements, schedules, applications, orders or collateral documents. The execution of this Lease Guarantee shall not extinguish, release or waive any existing obligations, promises, or guarantees of Guarantor for the benefit of Lessor. The undersigned agrees to pay a reasonable attorney's fee, and all other costs and expenses incurred by Lessor or its successors or assigns in the enforcement of the Guarantee, whether or not a lawsuit is started.

The undersigned personal guarantor consents to Financial Pacific Leasing, LLC obtaining a consumer credit report on the undersigned from time to time in the credit evaluation and review process.

Law Which Applies, THIS AGREEMENT IS GOVERNED BY WASHINGTON LAW. EACH GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THIS GUARANTEE AND AGREES THAT ALL LAWSUITS COMMENCED BY A GUARANTOR AGAINST LESSOR MUST BE FILED IN SUCH COURTS. AT LESSOR'S SOLE OPTION, VENUE (LOCATION) FOR ANY PROCEEDING SHALL LIE IN KING COUNTY, STATE OF WASHINGTON. EACH GUARANTOR WAIVES THE RIGHT TO A JURY TRIAL. LESSOR SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING PROPER JURISDICTION.

This Guarantee and each of its provisions may be waived or modified only by record signed by Lessor. Lessor's waiver of any right to demand performance hereunder shall not be a waiver of any subsequent or other right to demand performance hereunder. If any provision of this Guarantee shall be determined to be unenforceable, then such provision shall be severed from this Guarantee without affecting any other provision of the Guarantee which shall remain fully enforceable.

 (No Title) X  (No Title)  
PATRICIA D. OLSEN GREGORY OLSEN

Date 3/22/12 Social Security # [REDACTED] Date 3/22/12 Social Security # [REDACTED]

Home Phone # 928-300-3291 Home Phone # 928-607-2244

X (No Title) X (No Title)

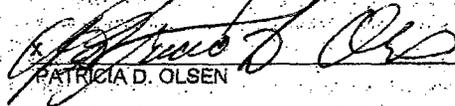
Date Social Security # Date Social Security #

Home Phone # Home Phone #

## DELIVERY AND ACCEPTANCE AUTHORIZATION

Lessee's signature authorizes Lessor to verify by phone with a representative of Lessee the date the Equipment was accepted by the Lessee; the Equipment description, including the serial numbers; the schedule of lease payments; that all necessary installation has been completed; that the Equipment has been examined by Lessee and is in good operating order and condition and is in all respects satisfactory to Lessee and that Equipment is accepted by Lessee for all purposes under the Lease. This information will be recorded on an Inspection/Verification Certificate, a copy of which will be forwarded to Lessee upon completion by Lessor. Lessee hereby authorizes Lessor to either insert or correct the Lessor and/or Vendor name(s), Equipment description, Equipment location and schedule of Lease payments. Lessee hereby authorizes Lessor to make payment to the Vendor upon completion of the Inspection/Verification Certificate.

LESSEE: MONTEZUMA RIMROCK WATER COMPANY LLC

 MEMBER AND INDIVIDUALLY Date 3/22/12

E  
**EQUIPMENT LIST**

1 - ARSENIC REMOVAL WATER TREATMENT SYSTEM  
TANKS, PIPING COMPONENTS, ENGINEERING, START-UP ETC. S/N: KDG012712

AN ELECTRONIC VERSION OF THIS DOCUMENT SHALL BE CONSIDERED AN ORIGINAL.

LESSOR: FINANCIAL PACIFIC LEASING, LLC

BY:

*Rebecca Byle*

ITS:

*Booking Corp.*

DATE:

4/02/2012

LESSEE: MONTEZUMA PINROCK WATER COMPANY LLC

BY:

*Patricia D. Olsen*

PATRICIA D. OLSEN

ITS:

MEMBER AND INDIVIDUALLY

DATE:

4/2/2012

**FINANCIAL PACIFIC LEASING, LLC**  
**Verification Certificate - Pre-Funding/Vendor's Location**

**Billing**

Lease #: 796680-001 Lessee Name: MONTEZUMA RIMROCK WATER COMPANY LLC  
Date: 04-02-12 Time: 2:32 PM  
Billing Address: PO BOX 10 RIMROCK AZ 86335  
Home Address: 2126 S TOMBAUGH WAY FLAGSTAFF AZ 86001  
Equipment Location: 4599 E GOLDMINE RD RIMROCK AZ 86335  
County: YAVAPAI  
Verification Contact: PATRICIA % of ownership: 100.00 SS #: [REDACTED] DOB: 09-02-61  
Business Phone: 928-592-9211 Fax: 928-213-0320 Email: PATSY@MONTEZUMAWATER.COM  
Home Phone: 928-300-3291 Other #'s:  
Federal ID #: 13-4259957 A/P Contact and Title:  
Entity: LLC

Is this a new business?: No If yes, what is the Lessee's business start date:  
How long at this location?

**Equipment**

- Lessee has verified the vendor(s) of the leased equipment as KEVLOR DESIGN GROUP.  
How did you select/find the vendor? REFERRED.  
The vendor representative is KELVIN.
  - Please verbally confirm that you have requested we pay the vendor(s) in advance of delivery and installation of the equipment.
- You also agree to:
- Accept the equipment at the Vendor's place of business and take full responsibility for the equipment from this point.
  - All of the equipment covered by the Lease Agreement has been received, installed and is operating satisfactorily. Lessee has not been instructed to inform FPL that all of the leased equipment is in the Lessee's possession when in fact it is not. The equipment received was confirmed as WATER TREATMENT SYSTEM. On what date was the equipment delivered? 50% PREFUND Is the equipment new or used? New
  - Lessee has authorized FPL to make payment to the Vendor(s) of this transaction. Does the vendor owe you any money from this transaction? No What other agreements has the vendor made with you regarding this lease or equipment? N/A  
Have you or any other owner of this business previously owned any of this equipment? No
  - Commence the lease and begin making payments even though you may not have the equipment when your payments are due.
  - Settle all claims regarding the equipment directly with the vendor.
  - The estimated date of delivery of the equipment is 2012-05-08
  - Lessee has been notified this is a lease rather than a loan.

**Invoicing**

- Lessee acknowledges that this lease has been assigned to FPL by N/A.  
And all future lease payments will be paid to FPL.
- Lessee has been informed the lease payments are due on the 15TH of each month. Lessee has been informed that this lease commences on 04-15-12 and next payment due is 05-15-12.
- Lessee has been given an explanation of billing and interim rental formula. Interim rental / pro rata is \$ 423.24. (Monthly payment divided by 30 days = \$ 35.27 per day multiplied by 12 days). Lessee has been provided an explanation of billing and informed that invoices will be sent out APPROXIMATELY 17 prior to each due date. Lessee has been advised they will receive a letter with detailed information regarding Personal Property Taxes associated with this equipment.
- Lessee has been advised that payments may be made online at fastpay.finpac.com, Customer Resource Center, Fastpay with no fees assessed!

- ✓ Lessee was offered to participate in Automatic Payment Transfer Program and advised no written notice will be forwarded. Lessee was informed to view monthly invoices for Automatic Payment Transfers by going to fastpay.finpac.com to register. **Declined**
- ✓ Lessee has been informed that they are required to maintain property insurance on the leased equipment. They understand they will receive a letter requesting insurance verification from our insurance monitoring company and that they must verify the required coverage within 30 days or they will be automatically billed for the insurance fees: forward certificates to fax number (305) 506-0094 or call (888) 423-6722.
- ✓ The Lessee has been informed that the following fees will be billed on the first invoice. N/A in the amount of 0.00
- ✓ Split Pro Rata over the next 3 months in the amount of 141.08

Verification completed by: **CINDY GROVER**

Title: **FC2**

**Final Verification**

Final verification completed on 6/26 at 7:23 with Patricia  
 SSN [REDACTED] DOB 9/2/01 Delivery date of equipment June 16  
 Are you satisfied with equipment \_\_\_\_\_  
 Final verification completed by: Cindy G Title: FC II  
 Verified the following with the lessee:

## Dawn Pearce

---

**From:** Cindy L. Trainor  
**Sent:** Thursday, March 07, 2013 2:42 PM  
**To:** Dawn Pearce  
**Subject:** FW: IMPORTANT NOTICE REGARDING INSURANCE  
**Attachments:** IMPORTANT NOTICE REGARDING INSURANCE.doc

Dug deep in the archives. Thank you

*Cindy Trainor, CSR  
Financial Pacific Leasing LLC  
Ph. (800) 447-7107 ext 103  
Fax (253)-568-2222*



800.447.7107



Ability is what you are capable of doing. Motivation determines what you do.  
Attitude determines how well you do it.

This message contains information which Financial Pacific feels is confidential and privileged and intended for the use of the addressee and employees of the addressee's company. Do not distribute, copy or disclose the message or the information contained in the message to anyone outside your company.

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**From:** Cindy L. Trainor  
**Sent:** Monday, July 30, 2012 3:14 PM  
**To:** 'patsyolsen@live.com'  
**Subject:** IMPORTANT NOTICE REGARDING INSURANCE

Arsenic Removal water system \$39,000.00

Thank you

*Cindy Trainor, CSR  
Financial Pacific Leasing LLC  
Ph. (800) 447-7107 ext 103  
Fax (253)-568-2222*



800.447.7107

Coming together is a beginning; keeping together is progress; working together is success.  
~ Henry Ford

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## **IMPORTANT NOTICE REGARDING INSURANCE**

Thank you for choosing Financial Pacific Leasing for your new lease. We appreciate your business and want our business relationship to be satisfactory to you during the term of this lease.

We would like to take this opportunity to remind you that under the terms of your agreement you are required to maintain property insurance on the equipment. Insuring the equipment is important because if the equipment that is critical to your business is ever lost, stolen, destroyed, or damaged, there must be an efficient means to replace the equipment and minimize the impact to your business.

You will receive a letter offering to purchase insurance through our equipment insurance manager, "Assurant Solutions" (Lease Insurance)

The insurance charge will be conveniently added to your monthly invoice. In addition to fire, theft, and other perils normally covered under a commercial property policy, our policy also covers **power surge** and **flood**, and there is **no deductible** for losses over \$100.

If you wish to use your own property insurance on the Equipment, please have your insurance agent provide a certificate of insurance [ctrainor@finpac.com](mailto:ctrainor@finpac.com) or Fax (253-568-2222) with the following information:

1. **Contract number**
2. **Loss Payee** endorsement on your equipment insurance naming

**Financial Pacific Leasing, LLC, ISAOA (its' Successors and/or Assigns)**  
**c/o ABIC Lease Ins Svcs 5th fl**  
**P.O. Box 979283**  
**Miami, FL 33197-9283**

3. Name of insurance company
4. Policy number
5. Effective and/or expiration dates of coverage
6. **Property insurance** coverage
7. **Special form contents coverage (includes theft)**

We appreciate your assistance in assuring that the equipment is properly insured. If you have any questions regarding this information, please call Lease Insurance at 800-447-7107 EXT 103 fax# 253-568-2222 .