



EQUIPMENT LEASE

THIS EQUIPMENT LEASE (Lease) is made and effective this **11th** day of **August, 2025**, by and between Company Two, LLC (Lessor), and **Coeur d'Alene Airport, ID** (Lessee).

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **Leased Equipment.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (Equipment):

2002 Oshkosh TI-3000 (BM-7097) VIN: 10TDK8Z1X2S073837

2. **Term.** The term of this Lease shall commence on the **1st** day of **September 2025** and shall expire **3** months thereafter.

3. **Rent and Deposit.**

a. The monthly rent for the Equipment shall be paid in advance in installments of **\$8,000.00** dollars (\$) each month, to begin on the **1st** day of **September 2025** and on the same day of each succeeding month throughout the term hereof. Payment shall be sent to **Company Two, LLC at 283 Foster Street, Varnville, South Carolina, 29944-4306**, or at such other place as Lessor may designate from time to time. Lessor may levy a late payment charge equal to one percent (1%) per month on any amount that is ten days overdue.

b. Lessee shall pay a deposit in the amount of **15,550.00** dollars (\$) prior to taking possession of the Equipment. This amount pays for the outbound and return shipping cost and for the first month's rent payment.

4. **Use.** Lessor will deliver Equipment in mechanically sound and ready for front line service condition. Lessee shall use the Equipment in a safe and appropriate manner and shall comply with

and conform to all national, state, municipal, and other laws, ordinances, and regulations in any way relating to the possession, use or daily maintenance checks of the Equipment.

a. Equipment will be delivered with current certifications that are good for one (1) year. However, Lessee will be responsible for the cost of yearly inspections and preventive maintenance services on the units at the conclusion of one (1) year, and every twelve (12) months thereafter. This service will be performed by Lessor's technicians or a Lessor-approved third-party technician through the Term of this Lease.

b. All Equipment must stay connected to air and electric shoreline connections to keep vehicle up to operational status. A 20amp dedicated breaker is required per vehicle.

5. **Disclaimer of Warranties.** LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Repairs.**

a. Lessee, at its own cost and expense, shall keep the Equipment in good repair and working order via daily and weekly checks and normal daily preventive maintenance service measures. Lessee shall maintain all vehicle fluids and air levels. Lessor will be notified immediately via phone and or email for any issues that are thought to be a problem. Any repairs needed due to operator error, equipment misuse, or failure to maintain the vehicle in accordance with manufacturer's standards will be the responsibility of the Lessee. The Equipment must be stored in a housed building/Fire Department bay and protected indoors from freezing temperatures while not in use. Lessor is not responsible for any and all foam loss due to freezing temperatures. If the Lessee uses a different foam product specification than what is supplied, the costs and liability for removal, disposal and replacement will be the sole responsibility of the Lessee.

b. Any and all repairs and or maintenance must be performed by a Lessor-approved technician. Approval must be received in writing from Lessor before any repairs and or maintenance may be started.

7. **Loss and Damage.** Lessee hereby assumes and shall bear all risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall relieve Lessee of any obligation under this Lease. In the event of loss or damage of any kind whatsoever to the Equipment, Lessee shall, at Lessor's option shall:

- a. Place the Equipment in good repair, condition and working order;
- b. Replace the Equipment with like parts or materials in good repair, condition and working order, subject to notice to Lessor and written approval by Lessor to such replacement; or
- c. Pay to Lessor the replacement cost of the Equipment.

8. **Surrender.** Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof excepted, by delivering the Equipment at Lessee's cost and expense to such place as Lessor shall specify within the city or county in which the same was delivered to Lessee.

9. **Insurance.**

a. Lessee shall procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the actual cash value of the Equipment, naming Lessor as loss payee, and liability and property damage insurance with limits as approved by Lessor, and a Certificate of Insurance, which shows the insurance on the property. Such insurance shall be maintained in the following minimum amounts:

Automobile liability insurance	\$1,000,000	Combined single limit bodily injury and property damage
Automobile physical damage/collision	\$550,000	Full value of vehicle
Automobile comprehensive theft	\$550,000	Full value of vehicle

b. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to Lessor. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance. Such certificates shall afford Lessee thirty (30) days written notice of cancellation. Lessee shall be responsible for any deductible associated with said insurance policies.

10. **Taxes.** Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, whether or not the same shall be assessed against or in the name of Lessor or Lessee. All certificates of title or registration applicable to the equipment shall be applied for, issued, and maintained in the name of the Lessor, as owner, and the Lessee shall pay all costs in relation thereto. The Lessee covenants that it will not assign, pledge, create a security interest in, or encumber the vehicle in any manner whatsoever, nor permit any liens to become affected thereon.

11. **Indemnity** - If Certificate Holder is named as a party to lawsuit solely due to its relationship with Insured and not as a result of its own conduct, Lessee will accept tender of defense, until liability determination.

12. **Default.** If Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep, or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

a. To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.

b. To sue for and recover all rents, and other payments, then accrued or thereafter accruing.

c. To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.

d. To terminate this Lease.

e. To pursue any other remedy at law or in equity.

f. Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative and may be exercised concurrently or separately.

13. **Bankruptcy.** Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise the option to, without notice, immediately terminate the Lease. The Lease shall not be treated as an asset of Lessee after the exercise of said option.

14. **Ownership.** The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. Lessee shall, at its expense, protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keeping the equipment from any legal process or encumbrances whatsoever, including, but not limited to, liens, attachments, levies and executions and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any loss caused thereby. Lessee shall execute and deliver to Lessor, upon Lessor's request, such further instruments and insurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder.

15. **Additional Documents.** If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

16. **Entire Agreement.** This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered, or changed except by a further writing signed by the parties hereto.

17. **Notices.** Service of all notices under this Agreement shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor:

Company Two, LLC
283 Foster St
Varnville, SC 29944
Attn: Quincy Jones

If to Lessee:

Coeur d'Alene Airport
10375 North Sensor Avenue
Hayden, ID 83835
Attn: Gaston Patterson

18. **Miscellaneous.**

a. Without Lessor's prior written consent, Lessee shall not (i) assign, transfer, pledge, or otherwise dispose of the Equipment or any interest therein, (ii) sublet the Equipment, or (iii) permit use of the Equipment by anyone other than Lessee (however, Lessee's use includes use by Lessee's employees, contractors, patients, and other invitees, as appropriate).

b. This Lease may not be assigned by Lessee without the Lessor's prior written consent, which consent shall not be unreasonably withheld. All provisions of this Lease are binding upon, inure to the benefit of and are enforceable by or against the Parties and their respective and permitted heirs, executors, administrators, or other legal representatives and permitted successors and assigns.

c. If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

d. Neither this Lease nor any provision hereof may be changed, waived, discharged, or terminated except by an instrument in writing signed by Lessor and Lessee.

e. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

19. **Counterparts.** The parties may deliver their signatures in counterparts, each of which taken together shall constitute a single agreement. Signatures submitted via facsimile or electronically shall bind the parties to this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the first date mentioned hereinabove.

LESSOR:

COMPANY TWO, LLC

By: _____
Name: Quincy Jones
Title: ARFF Manager

LESSEE:

Coeur d'Alene Airport

By: _____

Name: _____

Title: _____