MESA TRUCK PARKING, LLC

STORAGE LICENSE AGREEMENT

TERMS AND CONDITIONS OF TRUCK, TRAILER, AND VEHICLE STORAGE

6415 Mesa Dr, Ste 350, Houston, Texas 77028

IMPORTANT. READ BEFORE ENTERING. This is a binding legal agreement between you and Mesa Truck Parking, LLC. Capitalized terms in this notice, such as Unit, Space, End Date, and Cure Period, have the meanings given in Section 1. It gives you an exclusive license to park your Units in an assigned Space during your reservation period. It is not a lease. You must choose an End Date, and your storage renews automatically until you cancel or your payment stops. Mesa Truck Parking has a lien on every truck, trailer, and other Unit you store, no Unit may leave the Property while any amount is due, and Mesa Truck Parking may block a Unit with a balance due. If charges remain unpaid after the sixty (60) day Cure Period, Mesa Truck Parking may sell the Unit at public sale or have it towed to a licensed vehicle storage facility, after giving the notices Chapter 59 of the Texas Property Code requires. This Agreement limits Mesa Truck Parking's liability, releases Mesa Truck Parking from claims including claims arising from its own negligence, requires you to indemnify Mesa Truck Parking, requires you to carry insurance, waives your right to a jury trial, waives your right to participate in a class action, and shortens the time in which you may bring suit. It authorizes the towing and removal of your equipment at your expense. Do not enter or store any Unit at the Property if you do not accept these terms.

Parties

This Storage License Agreement (this "Agreement") is between Mesa Truck Parking, LLC, a Texas limited liability company ("Licensor" or "Mesa Truck Parking"), and the person or company that reserves, enters, parks, stages, stores, or leaves any vehicle, trailer, container, chassis, or equipment at 6415 Mesa Dr, Ste 350, Houston, Texas 77028 (the "Property") ("Licensee"). Licensor and Licensee are each a "Party" and together the "Parties." In the notice above and in Section 31, "you" means Licensee.

This Agreement governs all access to and use of the Property, an industrial outdoor storage yard that Licensor operates only for the storage of trucks, trailers, and the other vehicles Section 2.7 describes.

Order of Precedence

If the documents that make up this Agreement conflict, they control in this order:

1. A written amendment signed by an authorized representative of Licensor.
2. The Storage Schedule and each Renewal Confirmation, but only as to the Units, Space, Start Date, End Date, and rate.
3. This Agreement.
4. The Facility Rules.

5. The Booking Record, except that it controls as to payments received and gate activity, as Section 3.7 provides.

Nothing else is part of this Agreement or changes it. That includes Licensor's website, advertising, listings, signage, booking platforms, invoices, emails, and conversations. See Section 30.13.

Prior Versions

A Reservation made under an earlier version of this Agreement remains under that version until its next renewal on or after the effective date of this Version 3.4. Every renewal on or after that date is governed by this Version 3.4. This Version 3.4 also replaces the shorter agreement previously posted on Licensor's website under the label Version 3.3.

1. Definitions

"Unit" means any single truck, tractor, trailer, chassis, intermodal container, recreational vehicle, or passenger vehicle. A tractor and a trailer are two (2) separate Units. A container and the chassis beneath it are two (2) separate Units.

"Space" means the storage position Licensor assigns to Licensee for a Reservation, as shown in the Storage Schedule or the Booking Record, including any replacement Space assigned under Section 2.5.

"Reservation" means a paid, confirmed booking for identified Units made through Licensor's online reservation system, by telephone, or by written account agreement, and documented by a signed Storage Schedule under Section 3.7.

"Daily Rate" means the published daily rate for the applicable Unit category in effect on the date the charge accrues.

"Facility Rules" means the operational rules posted at the Property, published on Licensor's website, or delivered to Licensee under Section 15.

"Security Measures" means any fencing, electric fence, lighting, gates, access controls, alarms, cameras, video recording equipment, monitoring services, patrols, security guards, or other personnel that Licensor may install, employ, or engage at the Property from time to time.

"Cargo" means any goods, freight, contents, commodities, materials, tools, parts, or personal property in, on, or attached to a Unit.

"Storage Schedule" means the schedule in the form of Exhibit A, completed and signed by hand or electronically, including through Licensor's website or any third-party booking platform Licensor uses, identifying Licensee, each Unit, the Space type, the Start Date, the End Date, and the rate. Each Renewal Confirmation issued under Section 5.2 becomes part of the Storage Schedule.

"End Date" means the calendar date Licensee selects in the Storage Schedule as the last day of the initial term, as extended by each renewal under Section 5.2.

"Payment Default" means any failure to pay an amount when due, including a declined, returned, reversed, disputed, or charged-back payment. The "Payment Default Date" is the date the unpaid amount was first due or, for a returned, reversed, disputed, or charged-back payment, the date of the reversal.

"Cure Period" means the sixty (60) calendar days that begin on the Payment Default Date.

"Final Expiration Date" means the last day of the Cure Period, unless Licensee cures the Payment Default under Section 5.6 before then.

"Storage Charges" means the daily charges for storage of a Unit under Sections 5, 6, and 7, together with reasonable towing charges, if any. "Other Charges" means every other amount Licensee owes under this Agreement, including fees, interest, costs, damages, and indemnity obligations.

"Titled Unit" means a Unit for which a certificate of title or registration is issued or required under the law of Texas or any other state.

"Block" means to prevent a Unit from leaving the Property by denying it exit at the gate or by placing a barrier, vehicle, or equipment in front of or around it, without attaching any device to the Unit. "Blocked" has the matching meaning.

"Chapter 59" means Chapter 59 of the Texas Property Code (Self-Service Storage Facility Liens), as amended.

"Vehicle Storage Facility" means a vehicle storage facility licensed under Chapter 2303 of the Texas Occupations Code.

2. Grant of Exclusive License; No Lease, Tenancy, or Bailment

2.1 Exclusive License. Licensor grants Licensee an exclusive, revocable, non-transferable license to park and store the permitted Units listed in the Storage Schedule in the Space Licensor assigns, during the Reservation period, subject to this Agreement, the Facility Rules, and payment in full. During the Reservation period, no one other than Licensee may use that Space. Licensor keeps control of the rest of the Property, including the gate, drive lanes, and common areas.

2.2 License, Not a Lease. This Agreement is a license. It does not create and shall not be construed to create a lease, tenancy, sublease, landlord-tenant relationship, easement, real property interest, possessory interest in the Property, warehouse relationship, or agency. No warehouse receipt or other document of title is issued under Chapter 7 of the Texas Business and Commerce Code.

2.3 Licensee is a licensee, not a tenant, lessee, or occupant of real property. Licensor has no landlord obligations of any kind. Any reference in marketing material, a booking platform, an invoice, or a conversation to "renting" or "leasing" a Space means the purchase of storage under this license and nothing more. No course of dealing, length of use, repeated renewal, invoice description, or statement by any employee converts this license into a lease or tenancy.

2.4 Keys, Custody, and Control. Licensee keeps the keys to its Units at all times. Licensee parks, hooks, unhooks, and moves its own Units, and Licensee cares for and controls its Space and its

Units. Licensor never holds Licensee's keys, does not operate Units except as permitted by Section 10.6, and does not inventory, inspect, or account for Cargo. During normal use, Licensor does not take custody, possession, or control of any Unit or Cargo, and no bailment is created. Licensor controls entry to and exit from the Property through its gate. No Unit may leave the Property while any amount is due on Licensee's account, and Licensor may Block any such Unit under Section 10A. Once Licensor Blocks a Unit, Licensor holds it only as lienholder under Chapter 59.

2.5 Assignment of Spaces. Licensor may assign Licensee a different Space of similar size when reasonably needed for operations, safety, maintenance, construction, emergency access, or compliance, with notice to Licensee when practicable. The exclusive license then applies to the new Space. Licensor may temporarily suspend access to portions of the Property for maintenance, construction, safety, weather, or operational reasons without abatement, refund, or liability.

2.6 Chapter 59. The Parties intend Licensor's lien in Section 10A.1 to arise under Chapter 59. For purposes of Chapter 59 only, Licensor is the "lessor," Licensee is the "tenant," this Agreement and the Storage Schedule are the "rental agreement," and the Property is the "self-service storage facility." Those statutory terms do not make this Agreement a lease, do not make Licensee a tenant, and do not give Licensee the rights of a tenant for any other purpose.

2.7 Exclusive Storage Use. The Property is operated exclusively for the storage of vehicles and trailers, meaning commercial trucks, tractors, trailers of every type, chassis, intermodal containers, recreational vehicles, and passenger vehicles. Licensee shall use each Space solely to store permitted Units. Licensee shall not use any Space or the Property for any other purpose, including residence, overnight occupancy, camping, repair, maintenance, loading, unloading, or transloading of Cargo, retail sales, or storage of heavy equipment or loose goods.

LIMITED DUTY. Licensor's control of the gate and its right to Block Units exist for access control and lien enforcement. They are not an undertaking to guard, protect, or insure any Unit or Cargo. Any duty of care Licensor may owe is limited and released as provided in Sections 16 through 22, except any duty that cannot be waived under Texas law. Licensor takes no custody of Cargo or contents.

3. Formation and Acceptance

3.1 Licensee accepts this Agreement, and this Agreement becomes binding, upon the earliest to occur of:

- Clicking, tapping, or otherwise selecting a control labeled "I accept the Mesa Truck Parking Terms and Conditions" (or substantially similar) during the online reservation process;
- Signing this Agreement, a Storage Schedule, or an account agreement incorporating either of them, by hand or electronically;
- Making any payment to Licensor for use of the Property;
- Receiving or using any gate code, access credential, QR access, or key card issued by Licensor; or

- Entering, driving onto, staging on, parking on, or leaving any Unit at the Property.

3.2 Licensee acknowledges that conspicuous notice of this Agreement is posted at each vehicular entrance to the Property, is available at the URL printed on that notice, and is presented for acceptance during online booking. Licensee is charged with notice of this Agreement whether or not Licensee actually reads it.

3.3 Licensor's records of electronic acceptance, payment, credential issuance, and gate transaction logs are admissible business records and are conclusive evidence of acceptance as between the Parties absent clear and convincing proof of fraud.

3.4 Licensee represents and warrants that the individual accepting this Agreement has actual authority to bind Licensee and any entity on whose behalf the Unit is operated. If it is later determined that the individual lacked such authority, that individual is personally liable for all obligations under this Agreement.

3.5 This Agreement binds the registered owner, operator, lessee, lienholder in possession, driver, and any other person or entity with an interest in a Unit or Cargo brought onto the Property, and Licensee warrants that it is authorized to bind each of them.

3.6 Electronic acceptance and electronic signatures have the same force and effect as a manually executed original under the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code Ch. 322) and the federal E-SIGN Act. No signature by Licensor is required for this Agreement to be effective.

3.7 Storage Schedule Required

Every Reservation requires a Storage Schedule in the form of Exhibit A, signed by Licensee by hand or electronically. The Storage Schedule must identify Licensee, each Unit, the Start Date, the End Date selected by Licensee, the Space category, and the rate. Licensor will not issue a gate credential for a Unit until a Storage Schedule covering that Unit has been signed. The signed Storage Schedule, together with each Renewal Confirmation issued under Section 5.2, is the written, dated storage contract for each Unit and states its expiration date.

Electronic Storage Schedule. Licensee may complete and sign the Storage Schedule electronically when making a Reservation through Licensor's website or through any third-party booking platform Licensor uses. The information Licensee enters on that website or platform, together with Licensee's electronic acceptance of this Agreement, is the Storage Schedule for that Reservation and has the same effect as a signed Exhibit A. If a platform does not collect an item that Exhibit A calls for, Licensee shall give that item to Licensor in writing before any Unit enters the Property.

The reservation record generated by Licensor's booking system, together with Licensor's payment record, gate credential record, and access logs (collectively, the "Booking Record"), supplements the Storage Schedule and supplies any term the Storage Schedule leaves blank. The absence of a signed Storage Schedule, or blank, partial, or illegible fields in one, does not render this Agreement incomplete, indefinite, unformed, or unenforceable as to Licensee's payment and other obligations, and Licensee waives any defense to that effect.

If the Storage Schedule and the Booking Record conflict, the most recent signed Storage Schedule or Renewal Confirmation controls as to Units, Start Date, End Date, and rate, and the Booking Record controls as to payments received and gate activity. If a rate is blank in both, the rate is supplied by Licensor's published rate schedule in effect on the date the charge accrues. If an End Date is blank, the End Date is the last day of the first paid billing period.

The Booking Record and Licensor's access logs are kept in the ordinary course of business, are business records for evidentiary purposes, and are conclusive as between the Parties as to what was reserved, paid, and accessed, absent clear and convincing proof of fraud or systemic error.

3.8 Accuracy of Information; False or Incomplete Submissions

Licensee shall provide complete, current, and accurate information at booking and on request, including legal entity name, responsible individual, billing address, notice address, telephone number, email address, USDOT or MC number where applicable, and, for every Unit that will enter the Property, its type, year, make, VIN, container number, or unit number, license plate and state of registration, state of title, registered owner, and the name and address of every lienholder shown on its title. Licensee shall update that information immediately upon any change. Providing accurate information is a continuing obligation, not a one-time formality.

Licensee represents and warrants that, for each Unit, the individual who signs the Storage Schedule is the owner of the Unit or an operator authorized by the owner to store the Unit and to consent to this Agreement, including Section 10A, on the owner's behalf.

SUBMITTING FALSE, FICTITIOUS, OUTDATED, OR MATERIALLY INCOMPLETE INFORMATION IS A MATERIAL BREACH OF THIS AGREEMENT. THE INDIVIDUAL WHO SUBMITTED OR CAUSED THE SUBMISSION OF THAT INFORMATION IS PERSONALLY, JOINTLY, AND SEVERALLY LIABLE FOR ALL AMOUNTS DUE UNDER THIS AGREEMENT AND FOR ALL RESULTING LOSS, REGARDLESS OF WHETHER AN ENTITY WAS NAMED AS LICENSEE AND REGARDLESS OF WHETHER THAT ENTITY IS ALSO BOUND.

Upon discovery of any false or materially incomplete submission, Licensor may, at its sole option and without prior notice: (a) declare this Agreement and the affected Reservation voidable and terminate the license immediately; (b) revoke all gate credentials; (c) retain all amounts paid, which are non-refundable in that circumstance; (d) treat every affected Unit as unauthorized and subject to the Unauthorized Parking Charge under Section 7.2 from the date of first entry; and (e) exercise every remedy under Section 10.

Licensor's election to void the license does not extinguish, reduce, or refund any charge that accrued before the election, and does not release Licensee or the submitting individual from any accrued obligation, including charges, environmental liability, infrastructure damage, indemnity, and enforcement costs. Voiding the license for false information is a remedy in addition to, and not in place of, any other remedy at law or in equity, including a claim for fraud.

Licensor has no obligation to verify any information Licensee submits. Licensor's failure to detect false or incomplete information, and its issuance of credentials or acceptance of payment despite it, is not a waiver, ratification, estoppel, or admission of any kind.

4. Permitted Units; Space Assignment

4.1 Subject to written approval and availability, the following Units may be permitted: tractor with trailer; tractor or truck only, also called bobtail; trailer only (dry van, reefer, flatbed, step-deck, tanker, and other commercial trailers); chassis; and intermodal containers, loaded or empty, on a chassis. Containers are not grounded or stacked. Recreational vehicles, including motorhomes, travel trailers, and fifth-wheel trailers, and passenger vehicles, including cars, pickups, and vans, may also be permitted for storage only. Heavy equipment is not permitted. Licensor may restrict or refuse any Unit type, size, weight, or configuration at its sole discretion.

4.2 Every Unit must fit entirely within its assigned Space. One Unit per Space, with two exceptions: (a) a tractor and trailer stored together under a Truck + Trailer Reservation; and (b) a container on its chassis. Storing any other additional Unit in a Space is prohibited, and each additional Unit is charged the Unauthorized Parking Charge under Section 7.2.

4.3 Every truck, tractor, trailer, chassis, recreational vehicle, and passenger vehicle must be legally registered with current plates, operable, roadworthy, and free of active fluid leaks. Every container must bear its ISO container number. All license plates, VINs, container numbers, and unit numbers must be listed in the Storage Schedule in advance and must match the Booking Record. Unregistered Units, and Units whose plate or unit number does not match the Storage Schedule, will be denied access, are subject to the Unauthorized Parking Charge under Section 7.2, and are subject to Section 10. A mismatch between a Unit and the Storage Schedule is a submission of incomplete information under Section 3.8.

4.4 Landing Gear Pads. A loaded trailer, or a loaded container on a chassis, left without a tractor must rest on wood pads or base plates under the landing gear to spread the weight and keep the gear from sinking into the gravel. Empty trailers and empty containers on chassis do not require pads. LICENSOR ASSUMES NO LIABILITY FOR ANY TRAILER, CHASSIS, OR CONTAINER THAT TIPS, SHIFTS, SINKS, OR SUSTAINS DAMAGE, OR FOR ANY RESULTING INJURY OR PROPERTY DAMAGE, ARISING FROM LANDING GEAR, PADS, OR SUPPORT.

4.5 The Property is an industrial storage yard. It is not a truck stop, campground, RV park, residence, or rest area. Licensor provides no restroom, water, or electric hookups for Licensee's use. Overnight occupancy of any Unit, sleeping on the Property, connecting to utilities, and residing on the Property are prohibited. Recreational vehicles are stored only, and no one may sleep in, live in, or occupy one on the Property.

5. Term; End Date; Automatic Renewal; Cure Period

5.1 Initial Term and End Date. Licensee must select an End Date in the Storage Schedule. The End Date is a required term. The initial term runs from the Start Date through 11:59 p.m. on the End Date. No long-term commitment is created, and none may be implied from repeated use.

5.2 Automatic Renewal. At the end of the initial term and each renewal term, this Agreement renews automatically for a successive renewal term equal in length to the billing period Licensee selected (daily, weekly, monthly, or quarterly), at the then-current published rate, unless (a) Licensee cancels under Section 5.3, or (b) a Payment Default has occurred and has not been cured.

Each renewal extends the End Date to the last day of the new renewal term. Licensor will send Licensee a written or electronic confirmation of each renewal stating the new End Date (a "Renewal Confirmation"). Each Renewal Confirmation is part of the Storage Schedule.

5.3 Cancellation by Licensee. Licensee may cancel automatic renewal at any time by written notice through Licensor's online cancellation form, by email to the address published on Licensor's website, or by delivery to Licensor at the Property. A cancellation received before the End Date takes effect at 11:59 p.m. on the current End Date, and no further renewal charge will be made. Licensee shall pay all amounts due and remove all Units by that time. Payments for the current term are not refunded, as provided in Section 6.3.

5.4 Rate Changes. Licensor may change published rates upon thirty (30) days' notice. A change takes effect at the first renewal after the notice period ends.

5.5 Payment Default and Cure Period. If a Payment Default occurs, automatic renewal stops and the sixty (60) day Cure Period begins on the Payment Default Date. Licensor will send Licensee a notice stating the amount due, the Payment Default Date, and the Final Expiration Date. If Licensor Blocks a Unit, that notice will also serve as the notice of claim under Section 10A.5. Licensor's failure to send that notice does not extend the Cure Period. During the Cure Period: (a) this Agreement and the storage of each Unit remain in effect, and the current term is extended through the Final Expiration Date; (b) Storage Charges continue to accrue for each Unit at the Daily Rate, or at the Overstay Rate for any Unit to which Section 7.1 already applies; (c) no Unit may leave the Property until all amounts due are paid, and Licensor may Block any Unit; (d) Licensor will not publish a notice of sale, sell a Unit, or report a Unit as abandoned, but will give the notices Sections 10A.5 and 10A.6 require within the times they require; and (e) Licensor will not tow a Unit for non-payment, but may tow or relocate a Unit that is leaking, blocking a drive lane or gate, or presenting a safety hazard.

5.6 Cure. Licensee cures a Payment Default by paying all amounts then due, including Storage Charges that accrued during the Cure Period, before 11:59 p.m. on the Final Expiration Date. Upon cure, the Cure Period ends, automatic renewal resumes, and Licensor will issue a Renewal Confirmation stating the new End Date. A partial payment does not cure a Payment Default and does not restart the Cure Period.

5.7 Final Expiration Date. If a Payment Default is not cured by 11:59 p.m. on the Final Expiration Date, this Agreement expires at that time as to each Unit remaining on the Property. The Final Expiration Date is the date the storage contract for each such Unit expires for all purposes, including Chapter 59 and, where it applies, Chapter 683 of the Texas Transportation Code. Each such Unit then accrues the Overstay Rate under Section 7.1 and is subject to Section 10A.

5.8 Unit Left After Cancellation. If Licensee cancels under Section 5.3 and any Unit remains on the Property after the End Date, a Payment Default occurs on the day after the End Date, the Unit accrues the Overstay Rate under Section 7.1 from that day, and Sections 5.5 through 5.7 apply to that Unit.

5.9 Revocation. Licensor may revoke Licensee's access credentials and terminate this license immediately, without cure period, upon any violation of this Agreement other than a Payment

Default, or upon any condition Licensor reasonably determines presents a safety, environmental, regulatory, operational, or compliance risk. Revocation ends Licensee's right to bring Units onto the Property. It does not end the storage of any Unit that remains on the Property, which continues until the Unit is removed with all amounts paid, and it does not shorten the Cure Period for any unpaid amount.

5.10 Termination by Licensor on Notice. Licensor may end any Reservation, or this Agreement, for any reason, including a sale, lease, or redevelopment of the Property, by giving Licensee at least thirty (30) days' written notice. Licensee shall pay all amounts due and remove all Units by the date stated in the notice. Notwithstanding Section 6.6, Licensor will refund any amount Licensee prepaid for days after that date. That refund is Licensee's sole remedy for the termination. Any Unit left after that date accrues the Overstay Rate under Section 7.1.

6. Rates, Payment, and Refunds

6.1 Payment in full is due in advance for each term and each renewal term. Licensee authorizes Licensor, and its booking and payment processors, to charge the card or bank account on file for each renewal term and for any other amount due, until Licensee cancels under Section 5.3. No Unit may enter the Property without a paid, confirmed Reservation and a signed Storage Schedule. Time is of the essence for all payments.

6.2 Charges are assessed per Unit. A tractor-and-trailer combination is two (2) Units and is charged at the published combination rate. Partial days are billed as full days.

6.3 Payments are non-refundable once the Reservation period begins, except where a refund is required by a booking platform's published cancellation policy that Licensor has expressly adopted for that Reservation, or where Licensor agrees otherwise in writing. Any cancellation policy of a third-party booking platform applies only to the reservation fee itself and does not modify any other term of this Agreement.

6.4 Any returned, reversed, disputed, or charged-back payment is subject to a $75.00 administrative fee plus all bank and processor charges, and is a Payment Default as of the date of the reversal. Initiating a chargeback for a Reservation that Licensee used is a material breach.

6.5 Past due amounts bear interest at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by Texas law, from the due date until paid.

6.6 Prepaid amounts and deposits are deemed earned on receipt and may be applied by Licensor against any outstanding obligation. Licensor may set off any amount owed to Licensee against any amount Licensee owes.

6.7 Taxes. Published rates and other charges do not include sales, use, or other taxes, and every rate is plus tax. Licensee shall pay every tax that applies to the charges under this Agreement, in addition to the charges. Licensor collects sales tax with each payment and remits it as Texas law requires.

7. Overstay Rate and Unauthorized Parking Charge

There are two separate charges for a Unit that is on the Property when it should not be. Which one applies depends on whether the Unit ever had a valid Reservation. Both are agreed contract prices for continued use of a Space, not penalties and not damages for breach. Both accrue per Unit, per calendar day or partial day, automatically and continuously, without notice or demand, until the Unit is removed and all amounts are paid in full.

7.1 Overstay Rate: Units that had a Reservation

If a Unit entered the Property under a paid, confirmed Reservation and remains on the Property after the End Date of a term that Licensee cancelled, after the Final Expiration Date, or more than twenty-four (24) hours after revocation or termination under Section 5.9 or Section 8, Licensee shall pay an Overstay Rate equal to two hundred percent (200%) of the applicable Daily Rate for that Unit, for each calendar day or partial day the Unit remains. During a Cure Period on a Reservation that was renewing when payment stopped, the Daily Rate applies until the Final Expiration Date, as provided in Section 5.5.

The Overstay Rate also applies to entry onto the Property before the paid start date of a Reservation.

7.2 Unauthorized Parking Charge: Units that never had a Reservation

If a Unit is present on the Property without ever having had a valid, paid Reservation covering it, Licensee shall pay an Unauthorized Parking Charge of Thirty-Nine Dollars and Ninety-Nine Cents ($39.99) per Unit, per calendar day or partial day the Unit remains on the Property, plus a one-time administration fee of One Hundred Fifty Dollars ($150.00) per Unit for each occurrence.

This charge applies to a Unit that: (a) enters or is left on the Property with no Reservation of any kind; (b) is not listed in a Storage Schedule or registered with Licensor under Section 4.3; (c) is parked in a Space not assigned to it; (d) is a second or additional Unit occupying a Space reserved for one Unit; or (e) entered the Property through another party's gate credential. The Cure Period in Section 5.5 does not apply to the Unauthorized Parking Charge.

7.3 Which charge applies

Only one charge applies to any single Unit on any single day. If both could apply to the same Unit on the same day, the higher of the two applies. Charges are assessed per Unit, so a tractor-and-trailer combination present without authorization accrues two charges.

7.4 Basis for the charges

Both charges are price terms. They reflect the premium value of unscheduled, indefinite-duration occupancy of a Space that Licensor cannot re-let, market, or plan around, together with the administrative and enforcement burden that unscheduled occupancy imposes on yard operations. Licensee acknowledges these rates were published, disclosed, and available for review before Licensee entered the Property.

7.5 Alternative liquidated damages. If a court of competent jurisdiction determines that either charge is not enforceable as a price term, the Parties agree it shall instead be enforced as liquidated

damages, and the Parties agree that (a) actual damages from unauthorized or overstayed occupancy are difficult or impossible to determine at the time of contracting because the duration is inherently uncertain and the lost opportunity is unquantifiable; (b) each rate is a reasonable forecast of just compensation; and (c) neither amount is punitive.

7.6 Election of remedy. For any single Unit on any single day, Licensor may recover the applicable charge under this Section or actual damages for lost use of the Space, but not both.

7.7 Rate changes. Licensor may adjust either charge on thirty (30) days' notice by publishing the revised amount on Licensor's website and posting it at the Property entrance. The rate in effect on the date a charge accrues is the rate that applies.

7.8 Licensor may, but is never obligated to, tow, remove, or immobilize a Unit subject to either charge. Licensor's election of when to exercise that right is a commercial decision reserved to Licensor, and Licensee agrees that a delay in exercising it does not waive, reduce, or suspend accrual of amounts due. Section 5.5 limits towing for non-payment during a Cure Period, and any immobilization will be performed only as provided in Section 10.2. Nothing in this Section limits any duty imposed on Licensor by Texas law that cannot be modified by agreement.

8. Default; Habitual Default; Termination

8.1 Each of the following is a material breach: non-payment of any amount when due; presence of an unauthorized or unregistered Unit; violation of Section 12 (Environmental), Section 13 (Prohibited Conduct), or Section 14 (Hazardous Materials); failure to maintain or furnish insurance under Section 22; any misrepresentation in a Reservation, Storage Schedule, or account application; and any violation of the Facility Rules. A Payment Default is subject to the Cure Period in Section 5.5 before any lien enforcement under Section 10A.

8.2 Habitual Default. If Licensee fails to pay any amount within two (2) days of its due date more than twice in any twelve (12) month period, that pattern constitutes a "Habitual Default." Upon a Habitual Default, Licensor may terminate this Agreement immediately upon written notice with no cure period. Termination under this Section is subject to Section 5.9 and does not shorten the Cure Period for any unpaid amount before lien enforcement under Section 10A.

8.3 Upon termination or revocation, Licensee shall pay all amounts due and remove all Units within twenty-four (24) hours of notice. No Unit may be removed while any amount is due. Any Unit remaining after that period accrues the Overstay Rate under Section 7.1 and, if any amount is unpaid, is subject to Sections 5.5 through 5.7, Section 10, and Section 10A.

8.4 Licensor may refuse service to, or permanently ban, any person, driver, Unit, or entity that Licensor reasonably determines presents a safety, operational, regulatory, environmental, or compliance risk.

9. Unauthorized and Abandoned Units

9.1 A Unit is unauthorized if it is present without a valid Reservation, after the Final Expiration Date, more than twenty-four (24) hours after revocation or termination, in a Space not assigned to it, without registered plates where registration is required, or otherwise in violation of this Agreement. A Unit in a Cure Period is not unauthorized for purposes of towing for non-payment.

9.2 Abandonment. For purposes of Chapter 683 of the Texas Transportation Code, where that chapter applies, a Unit that had a Reservation is abandoned as provided by that chapter, measured from the Final Expiration Date. As between Licensor and Licensee only, a Unit that never had a Reservation is deemed abandoned if Licensee fails to remove it within forty-eight (48) hours after Licensor sends notice to the contact information Licensee provided, or if the Unit is inoperable, leaking, or left after notice to remove.

9.3 Licensee irrevocably authorizes Licensor to tow, remove, relocate, immobilize, or store any unauthorized or abandoned Unit in accordance with Texas law, to hold and sell any Unit as provided in Section 10A, and to dispose of any Unit only as permitted by the Texas Property Code, the Texas Transportation Code, the Texas Occupations Code, or other applicable statute.

9.4 Nothing in this Section is intended to create a presumption binding on any person who is not a Party, including a titled owner, lienholder, lessor, or Cargo owner. Licensor will follow the notice and disposition procedures required by Texas law as to those persons.

10. Towing, Immobilization, Removal, and Storage

THE PROPERTY IS A TOW-AWAY ZONE. PURSUANT TO TEXAS OCCUPATIONS CODE CHAPTER 2308, LICENSOR IS AUTHORIZED TO CAUSE THE REMOVAL AND STORAGE OF ANY VEHICLE OR EQUIPMENT AT THE OWNER'S OR OPERATOR'S EXPENSE. NOTICE SIGNS ARE POSTED AT EACH VEHICULAR ENTRANCE AS REQUIRED BY LAW.

10.1 Licensor may cause any unauthorized or abandoned Unit to be towed, removed, relocated, immobilized, or stored, at Licensee's sole expense, where the Unit is parked without a valid Reservation, remains after the Final Expiration Date or after revocation or termination, is leaking fluids, blocks a drive lane or gate, or presents a safety hazard, subject to Section 5.5. Towing a Unit ends Licensor's possession of it. If a Unit is towed to a Vehicle Storage Facility under Section 10A.10, Licensor's Chapter 59 lien on that Unit ends as Section 59.053 of the Texas Property Code provides, but Licensee remains liable for every amount due, and Licensor's security interest under Section 10A.2 continues to the extent permitted by law.

10.2 All towing and vehicle immobilization ("booting") will be performed by a towing company, booting company, and operators licensed by the Texas Department of Licensing and Regulation, in compliance with Texas Occupations Code Chapter 2308 and applicable municipal ordinance.

10.3 Statutory rights preserved. Nothing in this Agreement waives, and Licensor does not ask Licensee to waive, any right of a vehicle owner or operator to request a tow hearing or booting hearing under Texas Occupations Code Chapter 2308, Subchapter J. Licensee's remedy for any dispute over a removal or immobilization is the statutory hearing procedure.

10.4 All towing, booting, recovery, storage, impound, and administrative costs are Licensee's sole responsibility and are payable in full before any Unit is released. Amounts owed to Licensor under this Agreement are separate from amounts owed to the towing or storage company.

10.5 Licensor has no duty to safeguard, secure, inventory, monitor, or protect any Unit or Cargo before, during, or after towing, immobilization, or relocation, or while a Unit is held under Section 10A, except any duty that cannot be waived under Texas law.

10.6 Relocation. Licensor may move or reposition any Unit within the Property as necessary for operations, safety, maintenance, emergency access, or compliance. LICENSOR IS NOT LIABLE FOR COSMETIC DAMAGE, MECHANICAL DAMAGE, OR DAMAGE TO CARGO ARISING FROM ANY SUCH RELOCATION, INCLUDING RELOCATION PERFORMED NEGLIGENTLY BY LICENSOR OR ITS CONTRACTORS.

10.7 Licensee releases Licensor from all claims for conversion, trespass to chattels, wrongful detention, unlawful lien, tortious interference, or interference with possession arising from any enforcement action, including holding or selling a Unit under Section 10A, taken in substantial compliance with this Agreement and Texas law.

10.8 Liens. Licensor claims the liens and security interest described in Section 10A. Blocking a Unit is lien enforcement under Chapter 59. It is not vehicle immobilization under Chapter 2308 of the Texas Occupations Code, because no device is attached to the Unit.

10A. Lien and Security Interest; Enforcement

NOTICE OF LIEN. Mesa Truck Parking, LLC has a lien under Chapter 59 of the Texas Property Code on every Unit and all other property Licensee places at the Property, for all charges due and unpaid. No Unit may leave the Property while any amount is due, and Mesa Truck Parking may Block it. If charges remain unpaid after the sixty (60) day Cure Period, Mesa Truck Parking may sell the Unit at public sale or have it towed to a licensed Vehicle Storage Facility, after giving the notices Chapter 59 requires, and apply the proceeds to what Licensee owes.

10A.1 Chapter 59 Lien. Licensor has a lien under Chapter 59 on all property Licensee places at the Property, including every Unit, for the payment of charges due and unpaid under this Agreement. The lien attaches on the date the property is placed at the Property and has the priority Chapter 59 provides.

10A.2 Contractual Lien and Security Interest. To secure payment and performance of all Storage Charges and Other Charges (the "Obligations"), Licensee grants Licensor a contractual lien on and security interest in each Unit, each container, all Cargo owned by Licensee, all accessions and parts attached to any of them, and all proceeds, including insurance proceeds (the "Collateral"). As to any item of Collateral Licensee does not own, Licensee grants this lien and security interest in whatever right, title, or interest Licensee holds. Licensee authorizes Licensor to file financing statements describing the Collateral in any jurisdiction. Licensor has all rights and remedies of a secured party under Chapter 9 of the Texas Business and Commerce Code. This contractual lien and security interest is in addition to the lien in Section 10A.1, secures Other Charges as well as Storage Charges, and survives any loss of possession to the extent permitted by law.

10A.3 Other Remedies. If a court determines that Chapter 59 does not apply to the Property or to any Unit, Licensor has every other lien and remedy Texas law provides for amounts due on that Unit, including any lien available under Chapter 70 of the Texas Property Code to the extent that

chapter applies, in addition to its rights under Section 10A.2. As Section 59.054 of the Texas Property Code provides, nothing in this Section limits any other right or remedy Licensor has at law or in equity.

10A.4 Blocking a Unit. While any amount is due on Licensee's account, Licensor may Block any of Licensee's Units and may move a Blocked Unit to a designated area of the Property under Section 10.6. Licensee shall not remove, or attempt to remove, a Blocked Unit without Licensor's written release. Removing a Unit while any amount is due, including by moving a barrier, by tailgating, by use of another party's credential, by force, or on a payment that is later reversed, is a material breach and does not release the Unit from Licensor's lien and security interest.

10A.5 Notice of Claim. When Licensor Blocks a Unit, Licensor will deliver to Licensee a written notice of claim that contains: (a) an itemized account of the claim; (b) Licensor's name, address, and telephone number; (c) a statement that the Unit and its contents have been seized under Licensor's contractual landlord's lien under Chapter 59; (d) a statement that if the claim is not paid on or before the fourteenth (14th) day after the notice is delivered, the Unit may be sold at public auction or towed to a Vehicle Storage Facility and disposed of there, and a statement of the Final Expiration Date, before which Licensor will not sell or tow the Unit for non-payment; and (e) a statement, underlined or in conspicuous bold print, asking a Licensee who is in military service to notify Licensor of that status immediately. Licensor will deliver the notice in person, by verified mail to Licensee's last known address, or by email under Section 26.4.

10A.6 Owner and Lienholder Notice. For each Blocked Unit that is a motor vehicle, trailer, or semitrailer, Licensor will, no later than the thirtieth (30th) day after Licensor Blocks it, send written notice by verified mail to the last known owner and to each holder of a lien recorded on its certificate of title or registration, including for a Unit titled or registered outside Texas. The notice will state the amount of the charges secured by the lien, request payment, and state that the Unit may be sold at public auction if the charges are not paid in full before the thirty-first (31st) day after the notice is mailed or published. If the titling or registering agency does not supply the owner and lienholder information as Chapter 59 describes, Licensor may give this notice by publication as Chapter 59 permits.

10A.7 No Sale During the Cure Period. Licensor will not publish a notice of sale, sell a Unit, tow a Unit for non-payment, or report a Unit as abandoned before the day after the Final Expiration Date. During the Cure Period, Licensor may Block the Unit, give the notices Sections 10A.5 and 10A.6 require, send reminders and demands, and pursue collection of the amount due, subject to Section 5.5.

10A.8 Sale. After the Final Expiration Date, if the charges remain unpaid, Licensor may sell a Blocked Unit, and any other property subject to its lien, at a public sale as Chapter 59 provides. Licensor will publish a notice of sale once in each of two (2) consecutive weeks in a newspaper of general circulation in Harris County, Texas. The notice will state a general description of the property, that the property is being sold to satisfy a landlord's lien, Licensee's name, the address of the Property, and the time, place, and terms of the sale. The sale will not take place before the fifteenth (15th) day after the notice is first published. The sale will be held at the Property, at a reasonably near public place, or through a website accessible to the public, on the terms stated in the notice, and the property will be sold to the highest bidder.

10A.9 Redemption. Licensee may redeem a Blocked Unit at any time before its sale or other disposition by paying the full amount of the lien and Licensor's reasonable expenses incurred under Chapter 59.

10A.10 Towing to a Vehicle Storage Facility. Instead of a sale, Licensor may transfer possession of a Blocked Unit that is a motor vehicle, trailer, or semitrailer for which title or registration is required, and have it towed to a Vehicle Storage Facility, if Licensor has delivered the notice of claim under Section 10A.5, the claim is not paid within fourteen (14) days after that notice is delivered, and the Vehicle Storage Facility agrees in writing to accept the Unit. Licensee authorizes that transfer and towing. Licensor will not tow a Unit for non-payment under this Section before the day after the Final Expiration Date. Licensor's Chapter 59 lien on a towed Unit ends when the Unit is towed, as Section 59.053 of the Texas Property Code provides, but Licensee remains liable for every amount due, and all charges of the Vehicle Storage Facility are Licensee's responsibility.

10A.11 Other Collateral and Remedies. Licensor may sell or otherwise dispose of containers and other property that is not a Titled Unit as Chapter 59 permits or, as to Collateral covered by Section 10A.2, as Chapter 9 of the Texas Business and Commerce Code permits. Licensor may dispose of a Unit whose only remaining value is as parts or scrap as permitted by law. Licensor may also sue to recover the Obligations and to foreclose its lien and security interest, including by seeking a writ of sequestration, and may use the abandoned-vehicle procedures of Chapter 683 of the Texas Transportation Code where they apply.

10A.12 Notices and Costs. Licensee agrees that notice under this Section may be sent to the addresses and email address in the Storage Schedule and to the owner and lienholders shown on title and registration records. The costs of title and registration searches, verified or certified mail, publication, law enforcement and government fees, title service fees, auction fees, and towing are Other Charges payable by Licensee, to the extent Texas law permits.

10A.13 Application of Proceeds. Licensor will apply the proceeds of any sale first to the reasonable costs of the sale, then to the charges secured by the lien, and then to any other amount Licensee owes, to the extent Texas law permits. Licensor will hold any excess, send written notice of it to Licensee's last known address, and deliver it to Licensee if Licensee requests it within two (2) years after the sale. If Licensee does not request the excess within that time, Licensor owns it, as Section 59.046 of the Texas Property Code provides. Licensee and any guarantor remain liable for any deficiency.

10A.14 Rights of Others. Nothing in this Section waives any right of an owner or lienholder who is not a Party, or any right Texas law gives Licensee that cannot be waived. Licensor will follow the notice and disposition procedures Texas law requires as to those persons. Nothing in this Agreement waives any right Chapter 59 gives Licensee.

10A.15 Servicemembers. If Licensee, or the owner of a Unit, is in military service, Licensor will not sell, tow, or otherwise enforce its lien against that Unit during the period of military service or for ninety (90) days after it ends, except under a court order as the Servicemembers Civil Relief Act, 50 U.S.C. Section 3958, provides. Licensee shall tell Licensor immediately if Licensee or any Unit owner is in military service.

11. Cargo and Contents

11.1 Licensor never takes custody of Cargo, never verifies the contents of any Unit, and has no knowledge of what any sealed Unit contains. All Cargo is present at Licensee's sole risk.

11.2 Licensee represents and warrants that it owns the Cargo or holds full authority from the Cargo owner to place the Cargo on the Property subject to this Agreement, and to bind the Cargo owner to the release, limitation of liability, and indemnity provisions of this Agreement.

11.3 LICENSEE SHALL DEFEND AND INDEMNIFY LICENSOR AGAINST ANY CLAIM BROUGHT BY A CARGO OWNER, SHIPPER, CONSIGNEE, BROKER, INSURER, OR LIENHOLDER ARISING FROM CARGO PLACED ON THE PROPERTY BY OR THROUGH LICENSEE, INCLUDING ANY CLAIM ARISING FROM THE REMOVAL, RELOCATION, DISPOSAL, LOSS, OR DAMAGE OF THAT CARGO.

11.4 If a Unit is abandoned, Licensor may remove and store the Cargo at Licensee's expense and may dispose of it only in accordance with applicable law after any notice the law requires. Cargo that is perishable, leaking, hazardous, or that presents an immediate health, safety, or environmental risk may be removed and disposed of immediately at Licensee's expense.

11.5 Licensee is liable for all costs of removal, storage, disposal, remediation, cleaning, third-party claims, and governmental fines arising from Cargo left on the Property.

12. Environmental Compliance; Spills, Leaks, and Dumping

12.1 Dumping, disposal, discharge, abandonment, burial, or release of any material on the Property is strictly prohibited. Prohibited materials include, without limitation:

- Motor oil, diesel, gasoline, DEF, antifreeze, hydraulic fluid, or any other fluid
- Oil filters, fuel filters, absorbents, rags, and containers
- Tires, rims, batteries, and vehicle parts
- Hazardous, regulated, or environmentally harmful substances
- Trash, debris, pallets, dunnage, and abandoned equipment

12.2 Licensee shall not permit any prohibited material to contact the ground, gravel, soil, pavement, or drainage on the Property. Licensee shall carry and deploy spill containment appropriate to its Units.

12.3 Immediate reporting. Licensee shall report any spill, leak, or discharge to Licensor immediately by telephone and in writing. Failure to report immediately is a material breach and is an aggravating factor in the assessment of costs under this Section.

12.4 Trash containers. Containers provided on the Property are for ordinary non-hazardous solid waste only. Disposal of oil, tires, batteries, parts, hazardous materials, or regulated waste in those containers or anywhere on the Property is prohibited.

12.5 Environmental Response Charge. For each item improperly dumped, disposed of, or discharged, Licensee shall pay an Environmental Response Charge of Five Hundred Dollars ($500.00) per item, per occurrence. This charge compensates Licensor solely for its internal administrative and operational burden: incident documentation, photographic evidence collection, coordination with contractors and regulators, staff time, and disruption of yard operations. These internal costs are real, are incurred in every incident, and are not practicably susceptible to itemized proof. The Environmental Response Charge is not a pre-estimate of, and does not duplicate, remediation cost.

12.6 Actual remediation costs. Separately and in addition, Licensee shall reimburse Licensor for the actual documented cost of environmental remediation, soil and surface testing, sampling, laboratory analysis, consultant and engineering fees, hazardous waste transport and disposal, regulatory response, and governmental fines and penalties, plus a fifteen percent (15%) administrative markup on third-party invoices, payable within five (5) days of demand. Because the Environmental Response Charge under Section 12.5 compensates a category of loss distinct from these costs, recovery of both is not duplicative.

12.7 Inspection and testing. Upon reasonable suspicion of a spill, leak, discharge, or dumping, Licensor and its contractors may inspect any Space, Unit, or surrounding area and may conduct soil, gravel, surface, water, or environmental testing. Licensee grants an irrevocable right of access for these purposes and shall reimburse all inspection and testing costs on demand, whether or not contamination is confirmed.

12.8 Any violation of this Section is a material breach and triggers Section 21 (Indemnification). Licensee's obligations under this Section survive termination indefinitely.

13. Prohibited Conduct

Unless expressly authorized in writing by Licensor, Licensee and its drivers, employees, agents, guests, and invitees shall not:

- Perform repairs, maintenance, fueling, fluid changes, tire service, or washing of any Unit on the Property
- Bring any third-party vendor, mobile mechanic, or service provider onto the Property without Licensor's prior written approval, proof of insurance, and a signed liability waiver
- Store hazardous, illegal, or environmentally regulated materials except under Section 14
- Sublicense, assign, share, resell, or permit third-party use of any Space or access credential
- Share, duplicate, or transfer any gate code or credential, or permit tailgating through the gate
- Obstruct drive lanes, gates, fire lanes, or other Units
- Operate a reefer or auxiliary power unit in violation of applicable noise, idling, or emissions rules

- Sleep in, reside in, or occupy any Unit overnight, or connect to any utility
- Engage in any illegal activity, including drug use, possession, or distribution
- Consume alcohol or use controlled substances on the Property
- Commit or threaten violence, harassment, or intimidation against any person on or near the Property
- Possess, discharge, brandish, or handle any firearm or weapon in an unsafe, threatening, or unlawful manner. Lawful possession in compliance with Texas law is permitted; Licensor may revoke access for any weapons-related conduct it reasonably determines presents a safety risk
- Permit any animal to be outside a Unit except on a leash no longer than six (6) feet. Licensee is strictly liable for injury or damage caused by any animal it brings onto the Property
- Permit any mechanic's lien, materialman's lien, or other encumbrance to attach to the Property

13.1 Gate access is controlled and admits one Unit at a time. Tailgating and permitting unauthorized entry are prohibited. Licensee shall pay $250.00 per unauthorized vehicle admitted through Licensee's credential, as agreed compensation for the resulting administrative burden and increased risk, in addition to any other remedy.

13.2 Compliance with Law. Licensee, and everyone who enters the Property for Licensee, shall comply with all federal, state, and local laws while on the Property, including vehicle registration, licensing, and safety laws, environmental and hazardous materials rules, fire and health codes, and criminal laws. Licensee is responsible for the acts of its drivers, co-drivers, employees, agents, contractors, guests, and invitees on the Property. Licensee is solely responsible for any fine, penalty, cleanup cost, or other consequence of a violation, whether or not Licensor discovers it. Licensor has no duty to monitor or enforce Licensee's compliance. Licensee shall cooperate with Licensor in responding to any governmental inquiry, inspection, or enforcement action arising from Licensee's use of the Property.

13.3 Any violation of this Section is a material breach and may result in immediate revocation of access, towing or immobilization at Licensee's expense, enforcement of all charges and indemnity obligations, and notification of law enforcement.

14. Hazardous Materials Protocol

14.1 No placarded or hazardous load may be brought onto the Property without Licensor's prior written approval. Delivering a placarded load without written approval is a material breach and the Unit is subject to immediate removal at Licensee's expense.

14.2 Approval requires, at minimum: written disclosure of all placard classes and UN numbers; current shipping papers; a certificate of insurance naming Mesa Truck Parking, LLC as additional

insured, including pollution liability coverage in an amount acceptable to Licensor; and payment of applicable additional fees. Certain classes are not accepted. Approval may be withdrawn at any time.

14.3 Compliance with all U.S. DOT, PHMSA, FMCSA, EPA, TCEQ, Harris County, and City of Houston Fire Code requirements applicable to the material is Licensee's sole responsibility. Licensor does not monitor, verify, inspect, or enforce hazardous materials compliance and assumes no duty to do so.

14.4 Licensee shall defend and indemnify Licensor against all claims, fines, penalties, remediation costs, and third-party claims arising from hazardous materials brought onto the Property by or through Licensee.

15. Facility Rules; Amendment

15.1 Licensor may establish, amend, or modify operational rules, safety protocols, traffic patterns, access procedures, and gate hours (the "Facility Rules") at its sole discretion. Facility Rules amendments do not require a signed amendment to this Agreement.

15.2 Amended Facility Rules become binding upon the earlier of posting at a vehicular entrance to the Property, publication on Licensor's website, delivery by email, or delivery by text message to the contact information Licensee provided. Continued use of the Property after such notice constitutes acceptance.

15.3 Facility Rules govern operations. They do not modify the liability, indemnity, insurance, payment, or dispute resolution provisions of this Agreement, which may be amended only in a writing signed by an authorized representative of Licensor.

15.4 Violation of any Facility Rule is a material breach of this Agreement.

16. Condition of the Property; No Warranty

THE PROPERTY IS PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS." LICENSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, HABITABILITY, CONDITION, SAFETY, OR SECURITY. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

16.1 The Property is an unpaved outdoor industrial yard. Surfaces are gravel, crushed rock, millings, and compacted or stabilized earth. The Property is not paved and Licensor makes no representation that it is. Surface conditions vary across the yard and change with weather, traffic, drainage, and use, and may include mud, standing water, dust, loose rock, ruts, potholes, and uneven ground.

16.1.1 Licensee has inspected the Property or has had the opportunity to do so, accepts it in its present condition, and acknowledges that a gravel yard is the product being licensed. LICENSOR IS NOT LIABLE FOR ANY DAMAGE TO ANY UNIT, TIRE, LANDING GEAR, SUSPENSION, UNDERCARRIAGE, OR CARGO, OR FOR ANY SLIP, TRIP, FALL, OR INJURY, ARISING FROM THE CONDITION OF THE SURFACE, INCLUDING WHERE

CAUSED IN WHOLE OR IN PART BY LICENSOR'S OWN NEGLIGENCE IN MAINTAINING IT.

16.2 Licensee is prohibited from placing on any surface a Unit or load exceeding the surface's capacity, and is liable for the full cost of repairing any rutting, indentation, sinkhole, subsidence, or cracking caused by failure to use dunnage, by overloading, or by exceeding weight limits.

16.3 Licensor has made no representation that the Property is secure, crime-free, monitored, patrolled, staffed, or safe at any particular time, and has given no assurance of safety. Descriptions of the Property as "secure," "protected," "guarded," or similar in any marketing material or listing are general commercial descriptions and are not warranties or representations of fact under this Agreement.

17. Security Measures; No Security Services

17.1 Licensor may, but is not obligated to, install, operate, or employ Security Measures at the Property, including perimeter fencing, electric fencing, lighting, gates, access control, alarms, cameras, video recording, remote monitoring, third-party monitoring services, and on-site staff or security guards.

ALL SECURITY MEASURES ARE INSTALLED AND OPERATED SOLELY FOR LICENSOR'S OWN BENEFIT AND FOR THE PROTECTION OF LICENSOR'S REAL PROPERTY. THEY ARE NOT SECURITY SERVICES PROVIDED TO LICENSEE OR ANY THIRD PARTY. THEIR PRESENCE, ABSENCE, OPERATION, OR FAILURE CREATES NO DUTY, EXPRESS OR IMPLIED, TO PROTECT LICENSEE, ANY UNIT, ANY CARGO, OR ANY PERSON, AND IS NOT A GUARANTEE AGAINST THEFT, VANDALISM, DAMAGE, INJURY, OR LOSS.

17.2 Any Security Measure may be inoperable, offline, obstructed, malfunctioning, not recording, or recording without retention at any time, with or without notice. Licensor may reduce, change, or end any guard or staff presence at any time without notice. Licensor has no duty to monitor, review, maintain, repair, upgrade, or continuously operate any Security Measure, and no duty to respond to any alarm or event.

17.3 Licensor has no obligation to provide access to, or copies of, any video footage, recording, log, or security data, except where required by law, by valid legal process, or by Licensor's insurer. Licensor's retention periods are set by Licensor and may be short or zero.

17.4 No reliance. Licensee expressly acknowledges that it did not rely on the presence, quality, operation, or effectiveness of any Security Measure, including any guard or staff presence, or on any description of any Security Measure in any advertisement, listing, website, or brochure, in deciding to use the Property.

17.5 Licensee shall maintain its own physical security measures for its Units and Cargo, including locks, king pin locks, glad hand locks, air cuff locks, seals, and telematics.

18. Assumption of Risk

LICENSEE KNOWINGLY AND VOLUNTARILY ASSUMES ALL RISK OF LOSS, DAMAGE, INJURY, AND DEATH ARISING FROM OR RELATED TO USE OF THE PROPERTY, INCLUDING RISKS OF THEFT, BURGLARY, ROBBERY, VANDALISM, TRESPASS, ARSON, ASSAULT, CARGO THEFT, FICTITIOUS PICKUP, COLLISION, FIRE, FLOODING, STORM, WIND, HAIL, LIGHTNING, SUBSIDENCE, FALLING OBJECTS, ANIMALS, AND THE ACTS AND OMISSIONS OF OTHER LICENSEES, DRIVERS, VISITORS, VENDORS, CONTRACTORS, AND UNKNOWN PERSONS.

18.1 This assumption of risk applies to every Unit, Cargo item, tool, and item of personal property, whether locked or unlocked, sealed or unsealed, attended or unattended, and whether the risk was foreseeable or unforeseeable, known or unknown.

18.2 Licensor has no duty to protect Licensee or any person from the criminal or negligent acts of third parties, and the presence or absence of Security Measures does not alter this allocation of risk.

19. Release and Waiver of Claims

EXPRESS NEGLIGENCE NOTICE. TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, LICENSEE HEREBY RELEASES, ACQUITS, AND FOREVER DISCHARGES MESA TRUCK PARKING, LLC AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AFFILIATES, INSURERS, AND SUCCESSORS (THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES FOR LOSS OF, DAMAGE TO, OR DESTRUCTION OF ANY UNIT, CARGO, EQUIPMENT, OR PERSONAL PROPERTY, AND FOR ANY RESULTING ECONOMIC LOSS, EVEN IF SUCH CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENT ACT OR OMISSION, NEGLIGENT MISREPRESENTATION, STRICT LIABILITY, OR PREMISES LIABILITY OF ONE OR MORE OF THE RELEASED PARTIES.

19.1 This release specifically includes claims for negligent security, negligent hiring, negligent supervision, negligent undertaking, failure to provide or maintain security personnel, patrols, cameras, gates, lighting, or fencing, failure to deter, detect, prevent, or respond to criminal acts, failure to warn of criminal activity, and failure to preserve, review, or produce security footage or records, regardless of whether criminal activity on or near the Property was or is alleged to have been foreseeable.

19.2 This release includes all claims related to towing, immobilization, removal, relocation, storage, holding, or sale of any Unit under Section 10A, loss of use, and alleged lack of notice, except where notice is required by Texas law.

EXCLUSIONS. THIS RELEASE DOES NOT APPLY TO CLAIMS ARISING FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INTENTIONAL WRONGFUL ACTS OF THE RELEASED PARTIES, AND DOES NOT WAIVE ANY RIGHT THAT CANNOT LAWFULLY BE WAIVED IN ADVANCE UNDER TEXAS LAW.

20. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF USE, LOSS OF REVENUE, LOST PROFITS, DIMINUTION IN VALUE, DETENTION, DEMURRAGE, PER DIEM, CARGO CLAIMS, DOWNTIME, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF CAUSED BY THE NEGLIGENCE OF A RELEASED PARTY.

DAMAGES CAP. TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, THE MOST LICENSEE MAY RECOVER FROM THE RELEASED PARTIES, FOR ALL CLAIMS OF EVERY KIND COMBINED ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY RESERVATION, OR THE USE OF THE PROPERTY, IS THE AMOUNT LICENSEE ACTUALLY PAID TO LICENSOR FOR THE RESERVATION PERIOD OR PERIODS IN WHICH THE CLAIM AROSE. THIS CAP APPLIES REGARDLESS OF THE THEORY OF LIABILITY, INCLUDING CONTRACT, BAILMENT, NEGLIGENCE, PREMISES LIABILITY, AND STRICT LIABILITY, AND APPLIES EVEN IF THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF A RELEASED PARTY.

20.1 Meaning of "actually paid." "Actually paid" means money Licensor received from Licensee and kept for the Reservation period or periods in which the claim arose, meaning the day, week, month, or quarter billing period then running for the Units involved in the claim. It does not include unpaid charges, credits, discounts, refunds, reversed or charged-back payments, or fees paid to a third-party booking platform. If no amount was actually paid for that period, the cap is zero.

20.2 One cap for all claims. The cap is a single limit on everything Licensee and anyone claiming through Licensee may recover, including any Cargo owner, insurer, or subrogee. It does not increase because of the number of claims, claimants, Units, Released Parties, or incidents.

20.3 What the cap does not cover. The cap does not limit liability for the gross negligence or willful misconduct of a Released Party, or any liability that Texas law does not allow to be limited. It does not limit any amount Licensee owes Licensor.

20.4 The rates charged under this Agreement are set in reliance on the allocation of risk in Sections 17 through 21. Licensee acknowledges that Licensor would not offer the Property at these rates without this allocation, and that Licensee had the opportunity to obtain insurance covering the risks it assumes.

20.5 No Liability for Theft, Loss, Damage, or Cargo

MESA TRUCK PARKING, LLC DOES NOT INSURE ANY UNIT, TRAILER, CONTAINER, CHASSIS, EQUIPMENT, OR CARGO, DOES NOT CARRY CARGO COVERAGE OF ANY KIND, AND ACCEPTS NO LIABILITY WHATSOEVER FOR THEFT, LOSS, SHORTAGE, DAMAGE, DESTRUCTION, CONTAMINATION, SPOILAGE, OR DISAPPEARANCE OF ANY UNIT OR CARGO, UNDER ANY CIRCUMSTANCES AND UNDER ANY THEORY OF LIABILITY, INCLUDING

NEGLIGENCE, PREMISES LIABILITY, BAILMENT, WAREHOUSE LIABILITY, BREACH OF CONTRACT, AND STRICT LIABILITY.

No employee, agent, contractor, or representative of Licensor has authority to accept liability for, guarantee, insure, or assume responsibility for any Unit or Cargo, or to make any representation to the contrary. Any such statement is void and unenforceable unless made in a written amendment signed by a member or manager of Mesa Truck Parking, LLC.

Licensee is solely responsible for insuring its Units and Cargo and acknowledges that the rates charged under this Agreement do not include, and could not support, any coverage, custody, or guarantee of protection.

21. Indemnification and Defense

EXPRESS NEGLIGENCE NOTICE. LICENSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, EXPERT FEES, COURT COSTS, AND INVESTIGATION EXPENSES, ARISING OUT OF OR RELATED TO LICENSEE'S USE OF THE PROPERTY, EVEN WHERE SUCH CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENT ACT OR OMISSION, STRICT LIABILITY, OR PREMISES LIABILITY OF ONE OR MORE OF THE RELEASED PARTIES.

21.1 This obligation covers claims arising from: any Unit or Cargo owned, operated, or controlled by Licensee; any violation of this Agreement; non-payment; dumping, spills, leaks, or environmental violations; hazardous materials; prohibited conduct; the acts, omissions, or criminal conduct of third parties affecting Licensee or its property; any injury, death, or property damage caused directly or indirectly by Licensee or its employees, drivers, agents, contractors, guests, or invitees; any towing, immobilization, storage, or removal of Licensee's Units; any claim by a Cargo owner, shipper, consignee, broker, lienholder, or insurer; and any regulatory, governmental, or environmental claim arising from Licensee's use of the Property.

21.2 Licensee's defense obligation arises upon tender and is independent of the outcome of the underlying claim. Licensor may select its own counsel at Licensee's expense if Licensee fails to assume the defense within ten (10) days of tender or if Licensor reasonably determines a conflict exists.

EXCLUSION. THIS INDEMNITY DOES NOT EXTEND TO CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A RELEASED PARTY.

21.3 This indemnity survives termination, revocation, abandonment, and removal, and applies to acts and omissions occurring before, during, and after the license term.

22. Insurance; Waiver of Subrogation

22.1 Licensor provides no insurance of any kind covering Licensee, any Unit, or any Cargo. Licensee is solely responsible for insuring its own property and operations.

22.2 Licensee shall maintain at its sole cost, at all times, at minimum the following.

For every Unit used in commerce:

- Commercial automobile liability, $1,000,000 combined single limit per occurrence, covering all Units
- Motor truck cargo coverage in an amount not less than the value of any Cargo left on the Property
- Physical damage coverage on all Units, or a written acknowledgment that Licensee self-insures that risk
- Commercial general liability, $1,000,000 per occurrence / $2,000,000 aggregate
- Workers' compensation as required by law, or a written non-subscriber acknowledgment
- Pollution liability coverage where Section 14 applies

For a recreational vehicle or passenger vehicle not used in commerce: at least the automobile liability insurance the law of the state where the vehicle is registered requires for that vehicle. Licensee is solely responsible for insuring the vehicle against theft and damage.

22.3 Upon request, Licensee shall furnish a certificate of insurance naming Mesa Truck Parking, LLC as additional insured on a primary and non-contributory basis, with a waiver of subrogation endorsement, and thirty (30) days' notice of cancellation. Failure to maintain or furnish proof of insurance is a material breach.

WAIVER OF SUBROGATION. LICENSEE AND ITS INSURERS WAIVE ALL RIGHTS OF RECOVERY AND SUBROGATION AGAINST THE RELEASED PARTIES FOR ANY LOSS OR DAMAGE TO ANY UNIT, TRAILER, CONTAINER, CARGO, OR EQUIPMENT OCCURRING ON OR ABOUT THE PROPERTY, EVEN WHERE SUCH LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF A RELEASED PARTY. LICENSEE SHALL CAUSE THIS WAIVER TO BE ENDORSED ON EACH POLICY REQUIRED UNDER THIS SECTION.

23. Damage to Property Infrastructure

23.1 Licensee is liable for all damage to the Property and its infrastructure caused by Licensee or its drivers, employees, agents, contractors, guests, or invitees.

23.2 Because repair cost and operational downtime are difficult to determine precisely at the time of contracting, the Parties agree to the following liquidated damages, which the Parties agree are a reasonable forecast of Licensor's loss and are not a penalty:

- Gate arm or gate operator damage: $1,500.00 per occurrence
- Perimeter fence damage: $250.00 per linear foot
- Electric perimeter fence energizer or control damage: $2,500.00 per occurrence
- Light pole, camera, or alarm device damage: $2,000.00 per occurrence

- Surface rutting, indentation, or subsidence: $75.00 per square foot

23.3 Election. For any single incident, Licensor may recover either the liquidated amount above or its actual documented repair cost plus a twenty percent (20%) administrative markup, at Licensor's election, but not both. Payment does not waive Licensor's right to terminate.

24. Claims Procedure; Notice; Limitation of Actions

24.1 Condition precedent. As a condition precedent to any claim against Licensor, Licensee shall give Licensor written notice within thirty (30) days after the date the loss, damage, or claim is discovered or reasonably should have been discovered. The notice shall state the date and time of loss, the Unit identification, a description of the loss, an estimated value with supporting documentation, and a copy of any police report.

24.2 Licensee shall report any theft or criminal act to law enforcement within twenty-four (24) hours and shall furnish the report number to Licensor.

24.3 Licensee shall cooperate fully with Licensor and its insurers in the investigation of any claim, including furnishing documents, telematics data, seal records, and access to witnesses.

LIMITATION OF ACTIONS. ANY SUIT OR PROCEEDING BY LICENSEE AGAINST LICENSOR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF THE PROPERTY MUST BE COMMENCED WITHIN TWO (2) YEARS AND ONE (1) DAY AFTER THE CLAIM ACCRUES. FAILURE TO FILE WITHIN THAT PERIOD IS AN ABSOLUTE WAIVER OF THE CLAIM.

24.4 The notice requirement in Section 24.1 is a contractual condition precedent to recovery and is not a limitations period. Nothing in this Section shortens the period for commencing suit below the minimum permitted by Texas Civil Practice and Remedies Code Section 16.070.

25. Enforcement Costs and Attorneys' Fees

25.1 Licensee shall pay all attorneys' fees, court costs, expert fees, collection costs, filing fees, and enforcement expenses Licensor incurs in enforcing this Agreement or collecting amounts due, whether or not suit is filed, and whether incurred before, during, or after judgment, including on appeal and in any bankruptcy or insolvency proceeding.

25.2 Licensor may report delinquent accounts to credit bureaus, commercial credit reporting agencies, and industry databases, and may place accounts with a collection agency.

26. Communications Consent

26.1 Licensee gives express written consent for Licensor to contact Licensee at every telephone number and email address Licensee provides, including by automated text message (SMS), artificial or prerecorded voice, autodialed call, and email, regarding reservations, payment status, gate access, security alerts, yard operations, Facility Rules, and account management.

26.2 Licensee acknowledges that such messages may be sent using an automatic telephone dialing system or other automated technology, that message and data rates may apply, and that consent is

not a condition of the license. Licensee may revoke consent to text messages and automated calls by any reasonable means, including by replying STOP to a text message. Licensee must notify Licensor immediately of any change to its contact information.

26.3 Notices from Licensor may be delivered by email, text message, posting at the Property entrance, or posting on the Unit, and are effective upon transmission or posting, except that any notice Texas law requires to be given in a particular manner, including notice under Chapter 59, will be given in that manner. Notices to Licensor, including cancellation under Section 5.3, must be sent in writing to Mesa Truck Parking, LLC, 6415 Mesa Dr, Ste 350, Houston, TX 77028, through Licensor's online cancellation form, or to the email address published on Licensor's website.

26.4 NOTICE BY EMAIL. IF LICENSEE PROVIDES AN EMAIL ADDRESS, NOTICE MAY BE GIVEN BY EMAIL. LICENSOR MAY SEND ANY NOTICE UNDER THIS AGREEMENT OR CHAPTER 59, INCLUDING A NOTICE OF CLAIM UNDER SECTION 59.043 OF THE TEXAS PROPERTY CODE, TO THE EMAIL ADDRESS LICENSEE PROVIDES IN THE STORAGE SCHEDULE, THROUGH ANY BOOKING PLATFORM, OR LATER IN WRITING.

27. Records, Photographs, and Video

27.1 Licensee authorizes Licensor to photograph and record Units, license plates, VINs, container and chassis numbers, seals, drivers, and Spaces for enforcement, evidentiary, billing, and operational purposes, and to retain and use those records without compensation.

27.2 Licensor determines its own retention schedule for video and access records and may overwrite or delete records at any time except where a legal duty to preserve has attached.

28. Insolvency and Bankruptcy

28.1 To the extent enforceable under applicable law, the Parties agree that any use or occupancy of the Property after the filing of a bankruptcy or insolvency proceeding by or against Licensee is an actual, necessary cost of preserving the estate, and that all post-petition charges, including parking fees, the Overstay Rate, the Unauthorized Parking Charge, towing, storage, cleanup, environmental costs, and enforcement expenses, constitute administrative expenses under 11 U.S.C. Section 503(b).

28.2 This Agreement is a revocable license for the storage of Units. Licensee's exclusive license to use its assigned Space during a Reservation conveys no leasehold, possessory, or real property interest in the Property. The Parties do not intend this Agreement to be treated as an unexpired lease of real property under 11 U.S.C. Section 365.

28.3 Nothing in this Agreement permits termination solely because of the filing of a bankruptcy or insolvency proceeding. Licensor may revoke access and terminate for failure to pay any amount due, including post-petition amounts, to the fullest extent permitted by applicable bankruptcy law.

28.4 Licensee consents to, and agrees not to oppose, Licensor's request for relief from the automatic stay under 11 U.S.C. Section 362 to remove or recover possession of any Unit remaining

on the Property without payment or after termination. The Parties acknowledge that this consent is evidence of intent and is not binding on the bankruptcy court.

28.5 No Unit left on the Property creates any ownership, possessory, or storage interest in favor of Licensee that would limit Licensor's enforcement rights under non-bankruptcy law, subject to the automatic stay. Licensor's statutory lien and security interest under Section 10A are preserved to the fullest extent permitted by applicable bankruptcy law. Licensor may exercise setoff rights to the fullest extent permitted under 11 U.S.C. Section 553.

29. Guaranty

29.1 For monthly, fleet, and account customers, Licensor requires a personal guaranty in the form attached as Exhibit B, executed by an owner or principal of Licensee. Licensor may condition or revoke access on receipt of an executed guaranty.

29.2 For daily and weekly Reservations made by an individual on behalf of an entity, the individual accepting this Agreement personally guarantees payment of all amounts due for that Reservation, including the Overstay Rate, the Unauthorized Parking Charge, towing and storage charges, environmental charges, and enforcement costs. This guaranty is continuing, absolute, unconditional, independent of Licensee's obligations, and survives termination and any bankruptcy or insolvency of Licensee.

30. General Provisions

30.1 Governing Law and Venue

This Agreement is governed by the laws of the State of Texas without regard to conflict of laws principles. Exclusive venue for any dispute lies in the state courts located in Harris County, Texas, including its justice courts, county courts at law, and district courts according to the amount in controversy, or in the United States District Court for the Southern District of Texas, Houston Division. Licensee irrevocably consents to personal jurisdiction and venue in those courts and waives any objection based on forum non conveniens.

30.2 Jury Trial Waiver

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF THE PROPERTY. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT AND THAT IT HAS HAD THE OPPORTUNITY TO CONSULT COUNSEL.

30.3 Class Action Waiver

LICENSEE WAIVES ANY RIGHT TO BRING, JOIN, OR PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION AGAINST LICENSOR. ALL CLAIMS MUST BE BROUGHT IN LICENSEE'S INDIVIDUAL CAPACITY.

30.4 Business Licensees; Opportunity to Review

If Licensee is a business, Licensee represents that it is engaged in commercial transportation, logistics, construction, or related business activity and is experienced with parking, storage, and access-controlled facilities. Every Licensee represents that it had the opportunity to read this Agreement and consult legal counsel before accepting it, and that it entered this Agreement freely. The Parties agree that this Agreement shall not be construed against either Party as drafter.

30.5 Severability and Reformation

If any provision is held invalid, unenforceable, or excessive under Texas law, that provision shall be reformed and enforced to the maximum extent permitted rather than stricken, and all remaining provisions remain in full force. Any liquidated damages or agreed charge determined to exceed the amount permitted by law shall be reduced to the maximum permitted amount.

30.6 Survival

Sections 2.4, 2.6, 3.7, 3.8, 5.5 through 5.8, 5.10, 6, 7, 9 through 13 (including Section 10A), 16 through 29, and this Section 30 survive expiration, termination, revocation, abandonment, and removal of any Unit.

30.7 Force Majeure

Licensor is not liable for any interruption, suspension, closure, or loss of access caused by weather, flooding, storm, fire, utility failure, cyber incident, governmental action, port disruption, labor action, civil unrest, or any other event beyond Licensor's reasonable control. No abatement, credit, refund, or damages are owed.

30.8 Access and Operations

Access hours, gate operation, credential procedures, and traffic flow are determined solely by Licensor and may be modified without notice. Temporary denial or interruption of access is not a breach and gives rise to no abatement, credit, or damages.

30.9 Assignment

Licensee may not assign or transfer this Agreement or any Reservation without Licensor's prior written consent. Licensor may assign freely. This Agreement binds and benefits the Parties and their permitted successors and assigns, including any successor owner or operator of the Property.

30.10 No Third-Party Beneficiaries

Except for the Released Parties and Indemnitees, this Agreement creates no rights in any third party.

30.11 No Agency or Partnership

Nothing in this Agreement creates a partnership, joint venture, agency, employment, or fiduciary relationship.

30.12 Waiver

No failure or delay by Licensor in exercising any right is a waiver of that right. No waiver is effective unless in writing signed by Licensor, and no waiver on one occasion is a waiver on any other.

30.13 Entire Agreement and Amendment

This Agreement, together with each signed Storage Schedule and Renewal Confirmation, the Booking Record, the Facility Rules, any executed Exhibit B, and the applicable published rate schedule, is the entire agreement between the Parties regarding use of the Property and supersedes all prior and contemporaneous agreements, terms and conditions, disclaimers, website statements, and understandings, written or oral. Except for Facility Rules amended under Section 15, amendments require a writing signed by an authorized representative of Licensor.

Outside Statements. Licensor's website, advertising, directory listings, booking platforms, and signage describe the Property in general commercial terms. They are not specifications, warranties, or promises of performance, safety, or security. If any of them conflicts with this Agreement, this Agreement controls.

No Reliance. Licensee represents that in entering this Agreement it has not relied on any statement, promise, or representation by Licensor or anyone acting for Licensor that is not written in this Agreement, including statements on Licensor's website, signage, directory listings, or booking platforms, or made by telephone or in person.

30.14 Counterparts and Electronic Signature

This Agreement may be executed in counterparts and delivered by facsimile, email (including PDF), or electronic signature platform, each of which is an original.

30.15 Headings and Construction

Headings are for convenience only. "Including" means "including without limitation." References to statutes include amendments and successor provisions.

31. Acceptance

BY CLICKING "I ACCEPT THE MESA TRUCK PARKING TERMS AND CONDITIONS," BY SIGNING BELOW OR SIGNING A STORAGE SCHEDULE, BY MAKING PAYMENT, BY ACCEPTING OR USING A GATE CREDENTIAL, OR BY ENTERING OR STORING ANY UNIT AT THE PROPERTY, LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS ENTIRE AGREEMENT, INCLUDING THE ACCURACY AND PERSONAL LIABILITY PROVISIONS IN SECTION 3.8, THE EXCLUSIVE LICENSE IN SECTION 2, THE REQUIRED END DATE, AUTOMATIC RENEWAL, AND CURE PERIOD IN SECTION 5, THE LIEN, BLOCKING, AND RIGHT OF SALE IN SECTION 10A, THE NOTICE BY EMAIL IN SECTION 26.4, THE RELEASE IN SECTION 19, THE DAMAGES CAP AND LIMITATION OF LIABILITY IN SECTION 20, THE INDEMNITY IN SECTION 21, THE INSURANCE REQUIREMENTS IN SECTION 22, THE JURY TRIAL WAIVER IN

SECTION 30.2, AND THE CLASS ACTION WAIVER IN SECTION 30.3, AND AGREES TO BE LEGALLY BOUND BY ALL OF THEM.

LICENSEE

Legal Name of Licensee: _____

Signature: _____

Printed Name and Title: _____

Date: _____

INITIAL HERE TO CONFIRM YOU HAVE READ THE FOLLOWING:

_____ Section 3.8: False or incomplete information creates personal liability

_____ Section 5: Required End Date, automatic renewal, and 60-day Cure Period

_____ Section 10A: Lien on my Units under Chapter 59, blocking while a balance is due, and sale or towing after the Cure Period

_____ Section 19: Release of claims, including claims caused by Licensor's negligence

_____ Section 20: The most I can recover is what I actually paid for the reservation period in which the claim arose

_____ Section 21: Indemnity obligation

_____ Section 26.4: Notices, including lien notices, may be sent by email

_____ Section 30.2: Jury trial waiver

_____ Section 30.3: Class action waiver

MESA TRUCK PARKING, LLC

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

No signature by Licensor is required for this Agreement to bind Licensee.

EXHIBIT A

STORAGE SCHEDULE

Required for every Reservation under Section 3.7. This Storage Schedule may be completed on paper, or electronically when the Reservation is made through Licensor's website or any third-party booking platform Licensor uses. This Storage Schedule and each Renewal Confirmation are the written, dated storage contract for each Unit listed. The End Date is required.

Licensee Information

Legal Name: _____

DBA (if any): _____

Entity Type and State: _____

Is Licensee, or the owner of any Unit listed below, in military service? ____ Yes ____ No

USDOT / MC Number (if any): _____

Billing Address: _____

Primary Contact Name and Title: _____

Phone (for SMS under Section 26): _____

Email for notices under Section 26.4, including lien notices:

_____

Notice Address for Mailed Notices (if different):

_____

Units Stored

List every Unit before it enters the Property. Attach additional pages as needed. For a container, give the ISO container number in place of the VIN and plate.

1. Type / Year / Make / VIN or Unit No. / Plate and State / Title State:

_____

Registered Owner / Lienholder of Record (name and address, or "None"):

_____

2. Type / Year / Make / VIN or Unit No. / Plate and State / Title State:

_____

Registered Owner / Lienholder of Record (name and address, or "None"):

_____

3. Type / Year / Make / VIN or Unit No. / Plate and State / Title State:

_____

Registered Owner / Lienholder of Record (name and address, or "None"):

_____

4. Type / Year / Make / VIN or Unit No. / Plate and State / Title State:

_____

Registered Owner / Lienholder of Record (name and address, or "None"):

_____

Licensee certifies that the person signing this Storage Schedule is the owner of each Unit listed or an operator authorized by the owner to store it and to consent to the Agreement, including the lien in Section 10A.

Space and Term

Space type: ____ Truck + Trailer ____ Trailer Only ____ Truck Only (bobtail) ____ Container on Chassis ____ Chassis Only ____ RV ____ Passenger Vehicle

Space size: ____ 30-foot ____ 53-foot ____ 70-foot ____ Other: _____

Billing Period (renews automatically under Section 5.2): ____ Daily ____ Weekly ____ Monthly ____ Quarterly

Start Date: _____

End Date (REQUIRED, selected by Licensee):

_____

Number of Spaces: _____

Automatic Renewal and Cure Period. This Storage Schedule renews automatically at the end of each billing period until Licensee cancels under Section 5.3 or a Payment Default occurs. Each renewal extends the End Date. If a payment is not made when due, Licensee has a sixty (60) day Cure Period under Section 5.5 before any lien enforcement begins.

Rate

Rate per Unit, plus applicable sales tax: $ _____

Per: ____ Day ____ Week ____ Month ____ Quarter

Payment Method: ____ ACH ____ Credit/Debit ____ Check ____ Online (Rig Hut) ____ Other

Autopay Authorization (Section 6.1): Licensee authorizes charges to the card or account on file for each renewal term until cancelled. Initials: _____

Overstay Rate (Section 7.1): 200% of the applicable Daily Rate, per Unit, per day or partial day after the End Date of a cancelled term or after the Final Expiration Date.

Unauthorized Parking Charge (Section 7.2): $39.99 per Unit, per day or partial day, plus a one-time $150.00 administration fee per Unit, for any Unit on the Property without a Reservation.

Insurance on File

Carrier: _____

Policy Number and Expiration: _____

____ Certificate received naming Mesa Truck Parking, LLC as additional insured, primary and non-contributory

____ Waiver of subrogation endorsement received

Hazardous Materials

____ Not applicable ____ Written approval attached, dated _____

Lien Acknowledgment and Signature

LIEN ACKNOWLEDGMENT. I understand that Mesa Truck Parking, LLC has a lien under Chapter 59 of the Texas Property Code on every Unit listed above, that no Unit may leave the Property while any amount is due, that Mesa Truck Parking may block a Unit with a balance due, and that a Unit may be sold at public sale or towed to a licensed vehicle storage facility if charges remain unpaid after the sixty (60) day Cure Period and the notices required by law are given.

Licensee Signature: _____

Printed Name and Title: _____

Date Signed: _____

EXHIBIT B

CONTINUING PERSONAL GUARANTY

For value received, and as a material inducement to Mesa Truck Parking, LLC ("Licensor") to grant a storage license to the Licensee named below, the undersigned individual ("Guarantor") absolutely, unconditionally, and irrevocably guarantees the full and prompt payment and performance of every obligation of Licensee under the Storage License Agreement, including storage fees, the Overstay Rate, the Unauthorized Parking Charge, environmental charges and remediation costs, towing, booting, and storage charges, lien enforcement costs, infrastructure damage charges, indemnity obligations, interest, attorneys' fees, and costs of enforcement.

This is a guaranty of payment and performance, not of collection. Licensor may proceed directly against Guarantor without first proceeding against Licensee, any collateral, or any other person.

Guarantor waives notice of acceptance, presentment, demand, protest, notice of default, notice of any modification or extension, and all suretyship defenses. This guaranty is continuing, remains in effect until all obligations are paid in full, and is not discharged, stayed, or impaired by any bankruptcy, insolvency, reorganization, dissolution, or receivership of Licensee, or by any release or modification of Licensee's obligations.

Guarantor shall pay all attorneys' fees and costs Licensor incurs enforcing this guaranty. This guaranty is governed by Texas law with exclusive venue in Harris County, Texas. GUARANTOR WAIVES TRIAL BY JURY.

Licensee (entity guaranteed): _____

Guarantor Printed Name: _____

Guarantor Home Address: _____

Guarantor Signature: _____

Date: _____