

PARKING LOT LICENSE AGREEMENT

THIS PARKING LOT LICENSE AGREEMENT (the "Parking License") entered into as of the ___ day of September, 2025 (the "Effective Date"), by and between BIG SKY COMMERCIAL PROPERTY INVESTMENTS, LLC, a Texas limited liability company ("Licensor"), and HIDALGO COUNTY PRECINCT 2 ("Licensee").

Intending to be legally bound hereby, the Licensor and Licensee hereby covenant and agree as follows:

1. License. Licensor is the owner of the real property commonly known as/located at 2401 S. Shary Rd., Mission, Texas 78572 ("Licensor's Property"). Licensor hereby licenses to Licensee the exclusive use of the parking lot located on Licensor's Property (the "Parking Lot"), subject to the terms and conditions hereinafter set forth. The Parking Lot is more particularly shown on Exhibit A attached hereto and made a part hereof. Licensee shall use the Parking Lot for the sole purpose of temporarily parking passenger vehicles. Licensee shall comply with all reasonable rules and regulations promulgated by Licensor from time to time with respect to the Parking Lot. Licensor shall ensure the Parking Lot meets or exceeds all local zoning or adopted codes and ordinances. Licensee shall not be obligated to provide Licensor with any of the names, license plate numbers or other information regarding the persons using the Parking Lot.

2. Term. The term of the License shall commence on September 9, 2025 at 6:00 a.m. (the "Commencement Date") and shall terminate on September 9, 2025 at 12:00 p.m. (the "Termination Date").

3. Fee. Upon the Effective Date, Licensee shall pay to Licensor at its address set forth in Paragraph 11 hereof a license fee (the "License Fee") in the amount of \$0.00.

4. Assignment. Neither this Parking License nor the privilege to use the Parking Lot shall be assignable by Licensee, except with the prior written consent of the Licensor, which consent shall not be unreasonably withheld, conditioned or delayed.

5. Maintenance; Service. Licensor, at its sole cost and expense, shall keep the Parking Lot in good order, repair and condition. Licensee shall not make any alterations, improvements, or additions to the Parking Lot except to repair any damage to the Parking Lot caused by Licensee. Except as specifically described herein, Licensee shall not be required to make any repairs or provide any services in connection with the Parking Lot, nor shall Licensee be required to participate in the reimbursement of any of Licensor's real estate taxes; insurance premiums; operating, management, and/or administrative expenses associated with the Parking Lot, and/or Licensor's Property.

6. Hours. Licensee may use the Parking Lot during the Term hereof, subject to the temporary closure of the Parking Lot or a portion thereof for repairs, emergencies or resulting from events beyond the control of Licensor.

7. Access. Licensor shall have access to the Parking Lot at all times, provided that, Licensor shall not, for any reason, without the prior written consent of Licensee, which consent Licensee may withhold in its sole discretion, park, or permit third parties to park, in the Parking Lot.

8. Defaults; Towing. Licensee shall be in default hereunder if it fails to pay the License Fee as herein provided within ten (10) business days after written notice from Licensor or otherwise defaults upon the terms of this License and does not cure such default within thirty (30) days after written notice from Licensor. Upon a default, after all applicable notice and/or cure periods, Licensor shall have the right to terminate this License upon thirty (30) days prior written notice. Upon termination of this License, Licensor shall have the right to tow or cause to be towed any vehicle of Licensee or its employees without notice and the cost of such towing shall be charged to Licensee and payable within thirty (30) days after receipt of Licensor's or its towing contractor's invoice therefor. Subject to Licensor's tow rights, Licensee shall have the sole right to tow, or cause to be towed, any vehicle from the Parking Lot and to charge the owner of such vehicle for the cost of such towing.

9. Liability; Indemnification. (a) Licensor hereby agrees to indemnify and hold Licensee harmless from and against any and all losses, costs, expenses and damages (collectively, "Losses") of any nature arising out of or in any manner related to the Parking Lot which is attributable to the negligence or willful misconduct of Licensor, or its employees, agents or contractors and Licensor shall bear all costs and expenses, including reasonable attorneys' fees incurred by Licensee in any case, action or proceeding brought against Licensor by reason of such Losses.

(b) Licensee hereby agrees to indemnify and hold Licensor harmless from and against any and all Losses of any nature arising out of or in any manner related to Licensee's use of the Parking Lot or arising from any act of negligence or willful misconduct of Licensee or its employees, contractors or agents and Licensee shall bear all costs and expenses, including reasonable attorneys' fees incurred by Licensor in any case, action or proceeding brought against Licensee by reason of such Losses, except to the extent of any such Losses resulting from the negligence or willful misconduct of Licensor, or its agents, employees or contractors.

10. Insurance. For and during the Initial Term and each Renewal Term of this Parking License, Licensee and Licensor shall each maintain, at their own respective cost, commercial general liability insurance coverage insuring Licensee and Licensor against loss or damage in connection with the use of the Parking Lot by Licensee in an amount of not less than Two Million Dollars (\$2,000,000.00). The insurance policies and renewals shall each name Licensor or Licensee as an additional insured, as applicable. Licensor hereby acknowledges and agrees that in lieu of providing Licensor with certificates or policies evidencing Licensee's required insurance coverage, Licensee may provide Licensor with a memorandum of insurance ("MOI") issued by Licensee's insurer and provided that the terms and coverages set forth in such MOI meet the requirements of the License, such MOI shall be acceptable to Licensor in lieu of such certificates or policies. Licensee shall have the right to self-insure, or carry self-insured retentions in reasonable amounts for any of the coverages required by this License at levels for institutions of comparable size and financial standing.

11. Notice. All notices, requests, demands and other communications required or permitted under this License (“Notices”) shall be in writing, signed by or on behalf of the party giving notice and shall be deemed to have been given as follows: (a) if mailed: on the date upon which any notice shall have been received as shown by a Certified or Registered Return Receipt; or (b) if sent by a nationally recognized overnight delivery service: on the date upon which such notice shall have been received as shown on the service’s receipt. The following addresses shall be used for the foregoing purposes: to Licensor at Killam Development, Ltd., Attention: Susie Torres Fragoso, 4320 University Blvd., Laredo, Texas 78041, and to Licensee at 1201 E 8th St, Mission, Texas 78572; *provided, however*, that either party hereto may change its address for such purpose from time to time by giving written notice of such changed address to the other party. In addition to the foregoing permitted methods of notice, but not in lieu thereof, the parties may give notice to the other party by means of facsimile or e-mail.

12. Recordation/Confidentiality. Licensee shall not record or register this License or a short form memorandum thereof. Each party hereby covenants and agrees not to reveal, disclose, or disseminate information regarding the terms and provisions of this Parking License except with the prior written consent of the other party, provided that, each party may disclose such information (i) to its respective employees, officers, attorneys, consultants, contractors or agents who are assisting each party with the negotiation and execution of this Parking License, and/or to any of Licensee’s potential successors-in-interest; or any Assignee(s) of Licensee’s rights, privileges, and obligations herein; (ii) as required by any governmental or regulatory authority, (iii) in connection with the negotiation and/or consummation of any sale or financing transaction for the Parking Lot or Licensor’s Property, (iv) in connection with the negotiation and/or consummation of the assignment, sublet, transfer or sale of this Parking License or Licensee’s Property or (v) pursuant to a court order or subpoena.

13. Compliance. Licensor represents, warrants and covenants to Licensee that (a) no Licensor Covered Entity (as hereinafter defined) (i) is a Sanctioned Person (as hereinafter defined) or (ii) is directly or indirectly controlled by a Sanctioned Person; (b) none of the funds received by Licensor from Licensee hereunder will be used by any Licensor Covered Entity for any unlawful activity; (c) each Licensor Covered Entity is in compliance with, and shall continue to comply with, all Anti-Terrorism Laws (as hereinafter defined) and (d) Licensor is not acting hereunder and will not act hereunder for or on behalf of a Sanctioned Person. Licensee represents, warrants and covenants to Licensor that (a) no Licensee Covered Entity (as hereinafter defined) (i) is a Sanctioned Person or (ii) is directly or indirectly controlled by a Sanctioned Person; (b) none of the funds paid by Licensee to Licensor hereunder will be derived from any unlawful activity; (c) each Licensee Covered Entity has and shall maintain throughout the term of this License policies and procedures as required by law designed to comply with all Anti-Terrorism Laws and (d) Licensee is not acting hereunder and will not act hereunder for or on behalf of a Sanctioned Person. As used in this Section, the following terms shall have the meanings set forth below:

“Anti-Terrorism Laws” shall mean any Laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any

regulation, order, or directive promulgated, issued or enforced pursuant to such Laws, all as amended, supplemented or replaced from time to time.

“Licensor Covered Entity” means (a) Licensor and each direct or indirect subsidiary of Licensor and (b) each Person that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person means the direct or indirect (x) ownership of, or power to vote, twenty-five percent (25%) or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

“Law” shall mean any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award of or any settlement arrangement, by agreement, consent or otherwise, with any governmental authority, foreign or domestic.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

“Sanctioned Person” means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any Anti-Terrorism Law.

“Licensee Covered Entity” means (a) Licensee and each direct or indirect subsidiary of Licensee, except for (i) subsidiaries owned under the merchant banking provisions of the Gramm-Leach-Bliley Act and the Federal Reserve Board’s implementing regulations, and (b) each Person that, directly or indirectly, is in control of Licensee or any direct or indirect subsidiary of Licensee. For purposes of this definition, control of a Person means the direct or indirect (x) ownership of, or power to vote, twenty-five percent (25%) or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

14. Applicable Law. This Parking License shall be interpreted in accordance with the laws of the State of Texas.

15. Attorneys’ Fees. Should any action or proceeding be commenced to enforce any of the provisions of this Parking License or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys’ fees.

16. Severability. If any particular term, covenant or provision of this Parking License shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Parking License which shall nevertheless remain in full force and effect.

17. Entire Agreement. This Parking License constitutes the entire contract between the parties hereto and there are no understandings, promises, representations or warranties, oral or written, relating to the subject matter of this Parking License, which exist or bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns, except as set forth herein. No amendment, change or addition to this Parking License shall be binding upon Licensor or Licensee unless reduced to writing and signed by both parties.

18. Binding Effect, Time. This Parking License shall become effective and binding only upon execution hereof by both Licensor and Licensee, and shall be binding upon and inure to the benefit of the said parties and their respective heirs, executors, administrators, successors and permitted assigns. Each party has the full right, power and authority to enter into this Parking License, and has obtained all necessary consents and resolutions required under the documents governing such party's affairs in order to consummate this transaction. The persons executing this Parking License have been duly authorized to do so and this Parking License is a binding obligation of each party, enforceable in accordance with its terms. Time, wherever mentioned in this Parking License, is of the essence with respect to the performance of the respective obligations of Licensor and Licensee set forth in this Parking License.

19. Counterparts. This License may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument. Execution and delivery of a counterpart of this License (i) by portable document format ("PDF") copy bearing the PDF signature of a duly authorized officer of any party hereto, whether delivered by facsimile, e-mail or physical delivery service ("PDF Signature") or (ii) by electronic signature of a duly authorized officer of any party hereto, including, without limitation, "click through" acceptance, pursuant to electronic signature procedures Licensee or Licensor may establish from time to time including facsimile or email electronic signatures, including as applicable, pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code Ann. § 322.001, *et seq.*) as amended from time to time ("Electronic Signature"), shall be equally as effective as delivery of a manually executed counterpart of this License and shall constitute a valid and binding execution and delivery of this License by such party. Each of Licensor and Licensee agrees that: (x) each PDF Signature and/or Electronic Signature of such party will be enforceable to the same extent as a manual signature, whether in court or otherwise and (y) such party will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of its PDF Signature or Electronic Signature.

[Signatures Follow]

IN WITNESS HEREOF, Licensor and Licensee have executed this Parking License as of the date set forth above.

LICENSOR:

BIG SKY COMMERCIAL PROPERTY INVESTMENTS, LLC,

By: Killam Management, L.C.
Its: Sole Voting Member

By: _____
Name: Radcliffe Killam II
Title: President and CEO
Date: _____

**LICENSEE:
HIDALGO COUNTY PRECINCT 2**

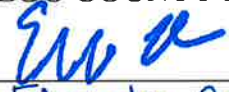
By: 
Name: Eduardo Cantu
Title: County Commissioner

EXHIBIT A

LOCATION OF PARKING LOT

