

INTERCHANGE AND INDEMNITY AGREEMENT

This Agreement entered into this 7 day of JANUARY, 2026, by and between STI Logistics LLC ("LESSOR"), with its principal place of business located at 801 Pellegrino Ct., Laredo, TX 78045 and SAFE LINK LOGISTICS LLC ("User"), with its principal place of business located at SAN DIEGO CA.

WHEREAS, Lessor may, from time to time, wish to interchange Lessor owned or controlled trailers, containers or other equipment with User for the express purpose of utilizing the services of User to make final delivery or pick up of Lessor-controlled freight; and

WHEREAS, User is authorized, capable and willing to perform the above mentioned services;

NOW, THEREFORE, in consideration of the mutual terms, conditions, and promises hereof, the parties agree as follows:

1. Equipment. The term "Equipment" as used herein shall refer to any trailers, containers, and other attached or appurtenant equipment leased or controlled by Lessor.

2. Points of Interchange. The specific points of interchange between Lessor and User shall be at the points mutually agreed upon between the parties.

3. Use and Return. User agrees that Equipment shall not be pledged, used, loaned, sold, mortgaged, or leased by User for any purpose except as Lessor specifically authorizes in writing. This restriction includes any subsequent interchange of Equipment by User to third-parties, which must be approved by Lessor in writing. Any such approval by Lessor will not serve to waive or release User from any other responsibilities, obligations, and liabilities created in this contract or imposed as a matter of law.

User will cause Equipment to be transported and operated only by a fully-qualified, competent, safe and CDL-licensed driver and cause said driver to comply with all applicable federal, state and local laws, rules and regulations regarding drivers, including, but not limited to, the employment and use of drivers, and ensure that Equipment is used, transported, and operated with due care and diligence so as to prevent loss, damage, theft, death, and injury of any kind or nature whatsoever. The Equipment shall be returned to Lessor at the termination of its usage expeditiously and without unreasonable delay, and in the same condition as at the commencement, reasonable wear and tear excepted.

User shall transport the cargo under User's motor carrier authority. User shall inspect Equipment prior to taking possession of Equipment and notify Lessor in writing of any defects identified by User, including, but not limited to:

- (a) Landing Legs (Check that Landing legs are in 90 degree position and they move up and down properly.)
- (b) Sand Shoes (Check that sand shoes or dolly wheels are attached to landing legs and secure.)
- (c) Crank Handles (Check that handle is attached, secure and operable to move landing legs up and down.)
- (d) Mud Flaps – (Check that mud flaps are whole and properly secured.)
- (e) Tires (Check that the following conditions are not present.)
 - i. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
 - ii. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
 - iii. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)
 - iv. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.
- (f) Rims (Check that rims are not cracked and/or bent.)
- (g) Rear Underride Guard (“ICC Bumper”) (Check that Guard is in place and not bent under the frame.)
- (h) Electrical Wiring/Lights – (Check that lights are in working order.)
- (i) Reflectors/Conspicuity Treatments (Check for reflector lenses and presence of conspicuity tape or bar on the 3 visual sides of the chassis.)
- (j) Brake Lines, Including Air Hoses and Glad Hands – (Check for audible air leaks and proper pressurization only.)
- (k) Current License Plate (Check to see that it is affixed to equipment.)
- (l) Proper Display of Hazardous Cargo Placards, In Accordance with Shipping Papers
- (m) Display of Current Non-expired Federal Placards or Stickers (Check to see that it is affixed to equipment.)

User shall have 8 days to return equipment to Lessor and for every day past the 9th day, a daily rental fee of \$50.00 will be charged.

4. Repairs or Adjustments. User will not make any repairs or adjustments or perform any maintenance on Equipment without the express, written consent of Lessor, with the exception of tires as set forth in Paragraph 5. If any repairs, adjustments, or maintenance are needed, User shall immediately notify Lessor for instruction and authorization. Lessor agrees to reimburse User for any costs incurred for repairs, adjustments, or maintenance that have been approved by Lessor in writing, but only insofar as such repairs, adjustments, or maintenance are not necessary to restore or repair damage caused by negligence on the part of User, a third party to which User interchanged Equipment, or any agent, employee, or contractor under the control of or operating on behalf of User or said third party and the costs of such repairs or replacements are reasonable. Lessor retains the right to approve or select the party performing the repairs or maintenance.

5. Tires. Lessor shall furnish Equipment with tires and tubes of proper size, where applicable, at the time of interchange. Thereafter, until the Equipment is reclaimed by Lessor, repairs to tires

and tubes shall be made by and at the expense of User. When an unserviceable tire or tube is replaced, it must be replaced with a new tire/tube or newly recapped tire. When a tire is replaced, the empty tube should be reapplied if serviceable. User shall return the blown-out or unserviceable tire to Lessor. If tires or tubes are ruined as a result of being run flat while Equipment is in User's possession, said tires or tubes will be replaced at User's sole expense. If such damage to tires and tubes is discovered after Equipment has been reclaimed by Lessor, User consents that any charges for replacement will be included as a charge for use on the next scheduled invoice after the damage is discovered or offset against any money owed by Lessor to User, without limitation.

6. Risk of Loss or Damage. User shall bear all risk of damage or loss of Equipment, or any portions of Equipment, whether or not such damage or loss is covered by insurance, while any such Equipment is being used hereunder until possession is reclaimed by Lessor. All replacements, repairs, or substitutions of parts (including but not limited to tires) which are required as a result of the acts or omissions of User, shall be made at the cost and expense of User and shall be accessions to the Equipment. User shall use its best efforts to protect any Equipment furnished under this Agreement from theft and other hazards while in User's care, custody or control. In the event Equipment is lost, stolen or damaged beyond repair (to be determined solely by the opinion of Lessor), User shall promptly notify Lessor and pay the equivalent of said Equipment's then market value. "Market value" shall be determined as the average of estimates of retail market value for similar Equipment, in like condition and like age obtained from at least two reputable dealers, of Lessor's choosing, of the type of Equipment involved.

7. Taxes and Fees. User shall bear the cost of all federal, state, and municipal taxes, fines, fees or charges levied or imposed or arising out of the use of Equipment while in User's possession.

8. Indemnification. User agrees to indemnify and hold Lessor and Lessor's affiliates' past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, partners, predecessors and successors in interest, and assigns harmless from and against any and all loss, cost, damage, expense, suits and claims for injury to persons, (including injury resulting in death) and damage to property where such loss, cost, damage, expense, suits and claims arises out of or in connection with User's use of Equipment. **THE OBLIGATIONS ASSUMED BY USER PURSUANT TO THIS PARAGRAPH SHALL APPLY REGARDLESS OF ANY CONTRIBUTING ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, BY LESSOR OR LESSOR'S AFFILIATES AND ANY OF THEIR AGENTS, SERVANTS, REPRESENTATIVES, AND EMPLOYEES.** Provided, however, that Lessor shall have the right, but no obligation, to participate at its expense in the defense of any litigation instituted against it without thereby relieving User of its obligations under this paragraph. User shall be responsible for, and agrees to indemnify and hold harmless Lessor for any and all loss or damage to cargo regardless of whether such loss or damage is caused by the negligent acts or omissions of Lessor, Lessor's affiliates, or their shipper.

9. Insurance. User shall procure and maintain, at the sole cost and expense of User, the following liability insurance with a reputable and financially-responsible insurance carrier or carriers property insuring User against liability and claims;

(a) general liability coverage for bodily injuries to persons (including injuries resulting in death) and property damage in a combined single limit of not less than \$1,000,000 per occurrence;

(b) physical damage coverage for loss of or damage to the Equipment while in the custody, possession or control of User in an amount not less than the full value of the Equipment;

(c) auto liability coverage for bodily injuries to persons (including injuries resulting in death) and property damage in a combined single limit of not less than \$1,000,000 per occurrence;

(d) cargo insurance for the protection of commodities being transported in an amount not less than \$200,000;

(e) contractual liability insurance covering the indemnifications contained within this Agreement;

(f) any additional insurance as may be required by applicable laws, ordinances or governmental orders, rules, and regulations of all jurisdictions through which Equipment moves.

All such insurance policies shall name Lessor as an additional insured and loss payee, wherever available, thereon. User shall obtain evidence from each insurance carrier showing that Lessor has been named an additional insured and loss payee on the policies, that such insurance has been procured and is being properly maintained, that the premiums therefor are paid, and specifying the name of the insurance carrier, the policy number or numbers, the expiration date or dates, and Lessor's right to receive notice of cancellation 30 days prior to cancellation. User agrees that user's insurance shall be primary. All certificates of insurance must provide Lessor with a minimum of 30 days' notice of alteration and cancellation.

10. Term of Agreement. This Agreement will commence on the day and year first above written and continue for a period of 1 year. The Agreement will automatically be extended on the same terms and conditions at the end of the first year and any renewal periods thereof. Either party may cancel or terminate this Agreement on 30 days' written notice to the other. In the event that Lessor receives notice of cancellation of any of the insurance policies listed herein, Lessor may, at its discretion, terminate this Agreement immediately.

11. Authority. User acquiring possession of Equipment shall have complete control and supervision of Equipment from the time it receives Equipment until the time Lessor reclaims the

Equipment. Such Equipment shall be operated pursuant to the contractual duties and obligations provided by this Agreement insofar as such duties and obligations are not inconsistent or in violation of User's common carrier responsibility. Lessor shall have no right or authority to control the detail of the work of any agent, servant, employee, or other person operating or using Equipment during the time User is in possession of Equipment. No such agent, servant, employee, or other person during such time, shall be the agent, servant or employee of Lessor by reason of such operation, use or work. User expressly agrees and understands that User's relationship with Lessor is that of an independent contractor.

12. Assignment. User may not assign, transfer, sublet, pledge, or encumber any of its rights under this Agreement without the express written consent of Lessor.

13. LIMITATION OF WARRANTIES. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY LESSOR TO USER, EXCEPT AS SPECIFICALLY CONTAINED IN THIS AGREEMENT, AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO USER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWEVER CAUSED, WHETHER BY ANY EQUIPMENT, ITS REPAIR, MAINTENANCE, OR ITS FAILURE, OR BY INTERRUPTION OF SERVICE OR USE OF ANY INTERCHANGED EQUIPMENT.

14. Construction of Instrument. This Agreement is one of equipment interchange only and User does not acquire any right, title or interest to the Equipment other than the right of possession for the purpose of interchange. This Agreement will not alter, expand, limit, or otherwise affect any other Agreements between Lessor and User, except as to any indemnification and insurance provisions contained in other agreements which may be of different scope, and any payments, claims, or disputes arising from this agreement will be separate and distinct from any agreements regarding any other matters.

15. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Texas, irrespective of the fact that one or more of the parties may be or may become a resident of a different state. The Parties agree that any and all disputes under this Agreement shall be filed in the appropriate state and federal courts located within Webb County, Texas.

16. Notices. Any notices required hereunder shall be given in person or by United States Mail, Certified Mail, Return Receipt Requested, at the address shown below or at such other address as either party may later designate in writing.

17. Nonwaiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right, or privilege in the future, nor as waiver of any other terms, conditions, rights, or privileges hereunder.

18. Charges. User agrees to pay Lessor \$50.00, for each day or portion thereof Equipment interchanged hereunder is in User's possession. Lessor will bill User for said charges on a monthly

basis. User must submit any billing disputes under this Agreement to Lessor within 30 days of the date of the invoice from Lessor. Any charges not disputed within 30 days are deemed to be correct. In the event User does not pay any uncontested amount within 30 days of the date of the invoice, Lessor has the right to immediately terminate this Agreement with no formal notice and to demand the immediate return of all Equipment in the possession of User. In the event of such a demand, User will hold harmless and indemnify as to any third party Lessor for any claims resulting from the reclamation of Equipment from User by Lessor.

19. Severability. In the event any term, condition, provision or clause of this Agreement is held invalid or unenforceable, for whatever reason, such provision shall be deemed deleted from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

20. Section Headings. All section headings in this Agreement are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

21. Complete Agreement. This Agreement, including any Appendices attached, constitutes the sole, entire, and existing agreement between the parties herein, and supersedes all prior agreements and undertakings, oral and written, expressed or implied, or practices, between the parties, and expresses all obligations and restrictions imposed on each of the respective parties during its term, except those specifically modified or changed by mutual written agreement between Lessor and User.

22. Attorney Fees. In the event of breach of contract or any suit to enforce, modify or interpret the terms of this Agreement, the prevailing party is entitled to recover the costs, expenses and reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year above written.

Lessor:

STI LOGISTICS LLC

Signature: _____

Printed Name: ERNESTO GAYTAN

Title: PRESIDENT

Address: 801 PELLEGRINO CT.
LAREDO, TX 78045

USER:

SAFE LINK LOGISTICS LLC

Signature _____

Printed Name: FERNANDO DIAZ GARCIA

Title: DIRECTOR

Address: 9375 CUSTOMHOUSE PLZ
SUITE E
SAN DIEGO CA 92154