

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): March 5, 2024 (February 29, 2024)

TARGET HOSPITALITY CORP.

(Exact Name of Registrant as Specified in Its Charter)

001-38343
(Commission File Number)

Delaware
(State or Other Jurisdiction of Incorporation)

98-1378631
(I.R.S. Employer Identification No.)

9320 LAKESIDE BLVD., SUITE 300
THE WOODLANDS, Texas 77381
(Address of principal executive offices, including zip code)

(832) 709-2563
(Registrant's telephone number, including area code)

NOT APPLICABLE
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
THCommon stock, par value \$0.0001 per share	TH	NASDAQ
Warrants to purchase common stock	THWWW	NASDAQ

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter):

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Form Equity Award Agreements

On February 29, 2024, the Compensation Committee (the “Compensation Committee”) of the Board of Directors of Target Hospitality Corp. (the “Company”) adopted a new form 2024 Executive Restricted Stock Unit Agreement (the “RSU Agreement”) and a new form 2024 Executive Performance Stock Unit Agreement (the “PSU Agreement” together with the RSU Agreement, the “Award Agreements”) with respect to the granting of restricted stock units (“RSUs”) and performance stock units (“PSUs”), respectively, under the Target Hospitality Corp. 2019 Incentive Plan (as amended, the “Plan”). The new Award Agreements will be used for all awards to executive officers made on or after February 29, 2024.

The RSU Agreement has material terms that are substantially similar to those in the form 2023 Executive Restricted Stock Unit Agreement last approved by the Compensation Committee and previously disclosed by the Company and filed as Exhibit 10.1 to its Current Report on Form 8-K filed on March 6, 2023.

Each PSU awarded under the PSU Agreement represents the right to receive one share of the Company’s common stock, par value \$0.0001 per share. PSUs vest and become unrestricted on the third anniversary of the grant date. The number of PSUs that vest pursuant to the PSU Agreement is based on the Company’s Total Shareholder Return (the “TSR Based Award”) performance and the Company’s Diversification EBITDA (as defined in the PSU Agreement) (the “Diversification EBITDA Based Award”), each measured based on the applicable Performance Period specified in the PSU Agreement. The number of PSUs that vest pursuant to the TSR Based Award range from 0% to 200% of the Target Level (as defined in the PSU Agreement) depending upon the achievement of a specified percentile rank during the applicable Performance Period. The number of PSUs that vest pursuant to the Diversification EBITDA Based Award range from 0% to 200% of the Target Level (as defined in the PSU Agreement) depending upon the Company’s Diversification EBITDA (as defined in the PSU Agreement) during the applicable Performance Period. Vesting of PSUs is contingent upon the executive’s continued employment through the vesting date, unless the executive’s employment is terminated by reason of death, without Cause, for Good Reason, or in the event of a Change in Control (each term as defined in the Plan).

The foregoing descriptions of the Award Agreements are qualified in their entirety by reference to the full text of the RSU Agreement and the PSU Agreement, copies of which are attached to this Current Report on Form 8-K as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference.

Archer Employment Agreement

On February 29, 2024, the Company entered into an amended and restated employment agreement with James B. Archer, the Company’s President and Chief Executive Office (the “Archer Agreement”) providing, among other things, (i) an initial term through December 31, 2027, with automatic successive one-year extensions after the end of the initial term, unless either party provides a non-renewal notice to the other party at least 120 days before the expiration of the initial term or the renewal term, as applicable, (ii) an annual base salary of \$850,000 (which he may elect to receive in whole in the form of RSUs), (iii) an annual target cash bonus performance target of 133% of his annual salary and (iv) a long term incentive annual equity award with a target grant value of \$1,900,000.

If Mr. Archer’s employment is terminated other than for cause or with good reason, he will be entitled to 125% of the sum of his annual base salary and target annual bonus for the year of termination, prorated target bonus, accrued and unpaid benefits plus including a payment for costs that would be incurred for continued health insurance coverage for 15 months and continued vesting of any unvested awards granted to Mr. Archer during the severance period if such awards would have vested had he remained employed during the severance period. In the event of a change of control, if Mr. Archer is terminated other than for cause or by Mr. Archer for good reason within 12 months of such change of control, he will be entitled to 250% of the sum of his base salary and his target annual bonus, prorated target bonus, as well as a lump sum payment of the costs that would be incurred by him for continued health insurance coverage for 18 months and vesting of any unvested time-based equity awards.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Archer Agreement, which is filed as Exhibit 10.3 to this Current Report and incorporated herein by reference.

Lewis Employment Agreement

Also on February 29, 2024 the Company entered into an amended and restated employment agreement with Heidi D. Lewis, the Company’s Executive Vice President, General Counsel and Secretary (the “Lewis Agreement”) providing, among other things, (i) an initial term through December 31, 2027, with automatic successive one-year extensions after the end of the initial term, unless either party provides a non-renewal notice to the other party at least 120 days before the expiration of the initial term or the renewal term, as applicable, (ii) an annual base salary of \$375,000 (which she may elect to receive in whole in the form of RSUs), (iii) an annual target cash bonus performance target of 75% of her annual salary and (iv) a long term incentive annual equity award with a target grant value of \$350,000.

If Ms. Lewis’s employment is terminated other than for cause or good reason, she will be entitled to 100% of the sum of her annual base salary and target annual bonus for the year of termination, prorated target bonus, accrued and unpaid benefits plus a payment for costs that would be incurred for continued health insurance coverage for 12 months and continued vesting of any unvested awards granted to Ms. Lewis during the severance period if such awards would have vested had she remained employed during the severance period. In the event of a change of control, if Ms. Lewis is terminated other than for cause or by Ms. Lewis with good reason within 12 months of such change of control, she will be entitled to 200% of the sum of her base salary and her target annual bonus, prorated target bonus, as well as a lump sum payment of the costs that would be incurred by her for continued health insurance coverage for 18 months and vesting of any unvested time-based equity awards.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Lewis Agreement, which is filed as Exhibit 10.4 to this Current Report and incorporated herein by reference.

(d) Exhibits

Exhibit No.	Exhibit Description
10.1	Form of 2024 Executive Restricted Stock Unit Agreement
10.2	Form of 2023 Executive Performance Stock Unit Agreement
10.3	Amended and Restated Employment Agreement with James B. Archer
10.4	Amended and Restated Employment Agreement with Heidi D. Lewis

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Target Hospitality Corp.

Dated: March 5, 2024

By: /s/ Heidi D. Lewis
Name: Heidi D. Lewis
Title: Executive Vice President, General Counsel and Secretary

FORM OF 2024 EXECUTIVE RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement (this “**Agreement**”) is made and entered into as of February 29, 2024 (the “**Grant Date**”) by and between Target Hospitality Corp., a Delaware corporation (the “**Company**”), and [EXECUTIVE NAME] (the “**Participant**”). This Agreement is being entered into pursuant to the Target Hospitality Corp. 2019 Incentive Award Plan, as amended (the “**Plan**”). Capitalized terms used in this Agreement but not defined herein will have the meaning ascribed to them in the Plan.

1. Grant of Restricted Stock Units. Pursuant to Section 9 of the Plan, the Company hereby issues to the Participant on the Grant Date an Award consisting of [NUMBER] Restricted Stock Units (the “**Restricted Stock Units**”). Each Restricted Stock Unit represents the right to receive one Common Share or an amount in cash equal to the value of one Common Share, pursuant to Section 7 below, and subject to the terms and conditions set forth in this Agreement and the Plan. The Restricted Stock Units shall be credited to a separate account maintained for the Participant on the books and records of the Company (the “**Account**”). All amounts credited to the Account shall continue for all purposes to be part of the general assets of the Company.

2. Consideration. The grant of the Restricted Stock Units is made in consideration of the services to be rendered by the Participant to the Company.

3. Vesting. Except as otherwise provided herein or in the Plan, provided that the Participant remains in continuous service through the applicable vesting date, the Restricted Stock Units will vest in accordance with the schedule set forth in the chart below (the period during which restrictions apply, the “**Restricted Period**”). Once vested, the Restricted Stock Units shall become “**Vested Units**.”

Vesting Date	Percentage of Vested Units	Number of Vested Units
March 1, 2025	25%	[●]
March 1, 2026	25%	[●]
March 1, 2027	25%	[●]
March 1, 2028	25%	[●]

4. Termination of Service/Employment. Except as otherwise provided in the employment agreement entered into between the Participant and Target Logistics Management, LLC, dated [DATE] (the “**Employment Agreement**”), the vesting schedule above notwithstanding, if the Participant’s employment or service terminates for any reason at any time before all of the Restricted Stock Units have vested, the Participant’s unvested Restricted Stock Units shall be automatically forfeited upon such termination of employment or service and neither the Company nor any Affiliate shall have any further obligations to the Participant under this Agreement. In accordance with the Employment Agreement, if the Participant’s employment is terminated without Cause or by the Executive for Good Reason at any time prior to the first anniversary of the Grant Date, a minimum of 12.5% of the Restricted Stock Units shall become Vested Units as of the date of such termination of employment. Notwithstanding any provision of this Agreement or the Plan to the contrary, (i) if the Participant’s employment or service terminates due to Retirement, and the Participant has been continuously employed by the Company for at least twelve (12) months following the Grant Date, then any portion of the Participant’s Restricted Stock Units scheduled to become vested within twelve (12) months after the Participant’s termination date shall be vested on his or her termination date; and (ii) if the Participant experiences a Qualifying Termination, any Restricted Period in effect on the date of such Qualifying Termination shall expire as of such date.

5. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, during the Restricted Period and until such time as the Restricted Stock Units are settled, the Restricted Stock Units or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Restricted Stock Units or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the Restricted Stock Units will be forfeited by the Participant and all of the Participant's rights to such units shall immediately terminate without any payment or consideration by the Company.

6. Rights as Shareholder; Dividend Equivalents.

6.1 The Participant shall not have any rights of a shareholder with respect to the Common Shares underlying the Restricted Stock Units unless and until the Restricted Stock Units vest and are settled by the issuance of such Common Shares. Subject to Section 7 below, the Participant shall be the record owner of the Common Shares underlying the Restricted Stock Units unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a shareholder of the Company (including voting rights).

6.2 In the event that the Company pays any cash dividends on its Common Shares between the Grant Date and the date when the Restricted Stock Units are settled in accordance with Section 7 hereof or are forfeited, the Participant's Account shall be credited on the date such dividend is paid to shareholders with an amount equal to all cash dividends that would have been paid to the Participant if one Common Share had been issued on the Grant Date for each Restricted Stock Unit granted to the Participant ("**Dividend Equivalents**"). Dividend Equivalents shall be credited to the Participant's Account and interest may be credited on the amount of cash Dividend Equivalents credited to the Participant's Account at a rate and subject to such terms as determined by the Committee. Dividend Equivalents credited to the Participant's Account shall be subject to the same vesting and other restrictions as the Restricted Stock Units to which they are attributable and shall be paid on the same date that the Restricted Stock Units to which they are attributable are settled in accordance with Section 7 hereof. Dividend Equivalents credited to the Participant's Account shall be distributed in cash or, at the discretion of the Committee, in Common Shares having a Fair Market Value equal to the amount of the Dividend Equivalents and interest, if any. Any accumulated and unpaid Dividend Equivalents attributable to Restricted Stock Units that are cancelled will not be paid and will be immediately forfeited upon cancellation of the Restricted Stock Units.

7. Settlement of Restricted Stock Units. Promptly upon the expiration of the Restricted Period, and in any event no later than March 15th of the calendar year following the calendar year in which the Restricted Period ends, the Company shall (a) issue and deliver to the Participant, or his or her beneficiary, without charge, the number of Common Shares equal to the number of Vested Units, and (b) enter the Participant's name on the books of the Company as the shareholder of record with respect to the Common Shares delivered to the Participant; provided, however, that the Committee may, in its sole discretion elect to (i) pay cash or part cash and part Common Share in lieu of delivering only Common Shares in respect of the Restricted Stock Units or (ii) defer the delivery of Common Shares (or cash or part Common Shares and part cash, as the case may be) beyond the expiration of the Restricted Period if such delivery would result in a violation of applicable law until such time as is no longer the case. If a cash payment is made in lieu of delivering Common Shares, the amount of such payment shall be equal to the Fair Market Value of the Common Shares as of the date on which the Restricted Period lapsed with respect to the Restricted Stock Units, less an amount equal to any required tax withholdings.

8. No Rights to Continued Service/Employment. Neither the Plan nor this Agreement shall confer upon the Participant any right to be retained in any position, as an employee, consultant or director of the Company or of any Affiliate. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company or an Affiliate to terminate the Participant's employment or service with the Company or an Affiliate at any time, with or without Cause.

9. Adjustments. In the event of any change to the outstanding Common Shares or the capital structure of the Company (including, without limitation, a Change in Control), if required, the Restricted Stock Units shall be adjusted or terminated in any manner as contemplated by Section 12 of the Plan.

10. Beneficiary Designation. The Participant may file with the Committee a written designation of one or more persons as the beneficiary(ies) who shall be entitled to his or her rights under this Agreement and the Plan, if any, in case of his or her death, in accordance with Section 16(f) of the Plan.

11. Tax Liability and Withholding.

11.1 The Participant shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to the Participant pursuant to the Plan, the amount of any required withholding taxes in respect of the Restricted Stock Units and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes in accordance with Section 16(c) of the Plan. The Participant may satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means of the Plan, (a) tendering a cash payment, (b) if the Committee has adopted a formal procedure allowing any participant to authorize the Company to withhold Common Shares from the Common Shares otherwise issuable or deliverable to the Participant as a result of the vesting of the Restricted Stock Units (provided, however, that no Common Shares shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law), issuing such authorization, or (c) delivering to the Company previously owned and unencumbered Common Shares. Notwithstanding the foregoing, in the event the Participant fails to provide timely payment of all sums required to satisfy any applicable federal, state and local withholding obligations in respect of the Restricted Stock Units, the Company shall treat such failure as an election by the Participant to satisfy all or any portion of the Participant's required payment obligation pursuant to Section 11.1(b) above.

11.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding (“**Tax-Related Items**”), the ultimate liability for all Tax-Related Items is and remains the Participant’s responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting or settlement of the Restricted Stock Units or any subsequent sale of any shares; and (b) does not commit to structure the Restricted Stock Units to reduce or eliminate the Participant’s liability for Tax-Related Items.

12. Compliance with Law. The issuance and transfer of Common Shares shall be subject to compliance by the Company and the Participant with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Common Shares may be listed. No Common Shares shall be issued pursuant to Restricted Stock Units unless and until any then applicable requirements of state or federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Participant understands that the Company is under no obligation to register the Common Shares with the Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

13. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the General Counsel & Secretary of the Company at the Company’s principal corporate offices. Any notice required to be delivered to the Participant under this Agreement shall be in writing and addressed to the Participant at the Participant’s address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

14. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Texas without regard to conflict of law principles.

15. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Participant or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Participant and the Company.

16. Participant Bound by Plan. This Agreement is subject to all terms and conditions of the Plan as approved by the Company’s shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

17. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant’s beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock Units may be transferred by will or the laws of descent or distribution.

18. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law. If any provision of the Plan or any Award or Award agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any person or entity or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be construed or deemed stricken as to such jurisdiction, person or entity or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

19. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Restricted Stock Units in this Agreement does not create any contractual right or other right to receive any Restricted Stock Units or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Company.

20. Amendment. The Committee has the right to amend, alter, suspend, discontinue or cancel Restricted Stock Units, prospectively or retroactively; provided that no such amendment shall adversely affect the Participant's material rights under this Agreement without the Participant's consent.

21. Section 409A.

21.1 This Agreement is intended to comply with Section 409A of the Code and the regulations issued thereunder ("**Section 409A**") or an exemption thereunder and shall be construed and interpreted in a manner consistent with the requirements for avoiding additional taxes or penalties under Section 409A.

21.2 If and to the extent any portion of any payment provided to the Participant under this Agreement in connection with the Participant's separation from service (as defined in Section 409A) is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Participant is a "specified employee" as defined in Section 409A(a)(2)(B)(i), as determined by the Company in accordance with the procedures separately adopted by the Company for this purpose, by which determination the Participant, as a condition to accepting benefits under this Agreement and the Plan, agrees that he or she is bound, such portion of the shares of the Company's common stock to be delivered on a vesting date or the cash equivalent shall not be delivered or paid before the earlier of (i) the day that is six months plus one day after the date of separation from service (as determined under Section 409A) or (ii) the tenth 10th day after the date of the Participant's death (as applicable, the "**New Payment Date**"). The cash equivalent of the shares that otherwise would have been delivered to the Participant during the period between the date of separation from service and the New Payment Date or the shares themselves shall be paid or delivered to the Participant on such New Payment Date, and any remaining shares or the cash equivalent will be delivered on their original schedule. Neither the Company nor the Participant shall have the right to accelerate or defer the delivery of any such shares or cash payment except to the extent specifically permitted or required by Section 409A. This Agreement is intended to comply with the provisions of Section 409A and this Agreement and the Plan shall, to the extent practicable, be construed in accordance therewith. Terms defined in this Agreement and the Plan shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A.

21.3 Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A.

22. No Impact on Other Benefits. The value of the Participant's Restricted Stock Units is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

23. Clawback. Notwithstanding any provisions in the Agreement to the contrary, any compensation, payments, or benefits provided hereunder (or profits realized from the sale of the Common Shares delivered hereunder), whether in the form of cash or otherwise, shall be subject to a clawback to the extent provided by any policy or procedure adopted by the Company or any individual agreement between the Participant and the Company.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

25. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon the vesting or settlement of the Restricted Stock Units or disposition of the underlying shares and that the Participant should consult a tax advisor prior to such vesting, settlement or disposition.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TARGET HOSPITALITY CORP.

By: _____

Name:

Title:

[PARTICIPANT NAME]

By: _____

FORM OF 2024 EXECUTIVE PERFORMANCE STOCK UNIT AGREEMENT

This Performance Stock Unit Agreement (this “**Agreement**”) is made and entered into as of February 29, 2024 (the “**Grant Date**”) by and between Target Hospitality Corp., a Delaware corporation (the “**Company**”), and [EXECUTIVE NAME] (the “**Participant**”). This Agreement is being entered into pursuant to the Target Hospitality Corp. 2019 Incentive Award Plan, as amended (the “**Plan**”). Capitalized terms used in this Agreement but not defined herein will have the meaning ascribed to them in the Plan.

1. Grant of Performance Units. Pursuant to Section 9 of the Plan, the Company hereby issues to the Participant on the Grant Date an Award consisting of [NUMBER] Performance Stock Units (the “**Performance Units**”), subject to adjustment as specified on Exhibit A to this Agreement. Each Performance Unit represents the right to receive one Common Share, subject to the terms and conditions set forth in this Agreement and the Plan. The Performance Units shall be credited to a separate account maintained for the Participant on the books and records of the Company (the “**Account**”). All amounts credited to the Account shall continue for all purposes to be part of the general assets of the Company.

2. Consideration. The grant of the Performance Units is made in consideration of the services to be rendered by the Participant to the Company.

3. Vesting. Except as otherwise provided herein or in the Plan, the Performance Units shall become vested based on (i) continued service with the Company until the third (3rd) anniversary of the Grant Date (the “**Restricted Period**”), and (ii) the attainment of the Performance Criteria specified on Exhibit A to this Agreement. Any portion of the Performance Units that does not become vested in accordance with the preceding provisions of this Section 3 and Exhibit A shall be forfeited to the Company for no consideration as of the date of the termination of the Employee’s employment with the Company. Once vested, the Performance Units shall become “**Vested Units**.”

4. Termination of Service/Employment.

4.1 Except as otherwise provided in the employment agreement entered into between the Participant and Target Logistics Management, LLC, dated [DATE], (the “Employment Agreement”), the vesting schedule above notwithstanding, if the Participant’s employment or service terminates for any reason at any time before all of the Performance Units have vested, the Participant’s unvested Performance Units shall be automatically forfeited upon such termination of employment or service and neither the Company nor any Affiliate shall have any further obligations to the Participant under this Agreement. In accordance with the Employment Agreement, if the Participant’s employment is terminated without Cause or by the Participant for Good Reason at any time prior to the first anniversary of the Grant Date, the time vesting requirement described in Section 3(i) of the Agreement a minimum of 12.5% of the Performance Units shall be satisfied as of the date of such termination of employment (and the remaining portion shall be forfeited) and such Performance Units shall be held by the Participant until the end of the Restricted Period and settled based on the attainment level for the Performance Criteria as provided in Section 3(ii) above. Notwithstanding any provision of this Agreement or the Plan to the contrary, (i) if the Participant’s employment or service terminates due to (A) Retirement, provided the Participant has been continuously employed by the Company for at least twelve (12) months following the Grant Date, (B) termination without Cause, or (C) resignation by the Participant for Good Reason, then the time vesting requirement described in Section 3(i) of the Agreement shall be satisfied with respect to a pro-rata portion of the Participant’s Performance Units based on completed calendar months since the Grant Date, including the period during which the Participant is receiving severance payments under the Participant’s Employment Agreement (and the remaining portion shall be forfeited); provided, however, that in either case such Performance Units shall be held by the Participant until the end of the Restricted Period and settled based on the attainment level for the Performance Criteria as provided in Section 3(ii) above.

4.2 Notwithstanding any provision of this Agreement or the Plan to the contrary, upon the occurrence of a Change in Control, the attainment level for the Performance Criteria shall be the greater of Target Level or the level of actual performance as of the date of such Change in Control. If the Participant subsequently experiences a Qualifying Termination, the Participant's Performance Units shall be time vested and settled at the performance level described in the preceding sentence.

5. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, during the Restricted Period and until such time as the Performance Units are settled, the Performance Units or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Performance Units or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the Performance Units will be forfeited by the Participant and all of the Participant's rights to such units shall immediately terminate without any payment or consideration by the Company.

6. Rights as Shareholder; Dividend Equivalents.

6.1 The Participant shall not have any rights of a shareholder with respect to the Common Shares underlying the Performance Units unless and until the Performance Units vest and are settled by the issuance of such Common Shares. Subject to Section 7 below, the Participant shall be the record owner of the Common Shares underlying the Performance Units unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a shareholder of the Company (including voting rights).

6.2 In the event that the Company pays any cash dividends on its Common Shares between the Grant Date and the date when the Performance Units are settled in accordance with Section 7 hereof or are forfeited, the Participant's Account shall be credited on the date such dividend is paid to shareholders with an amount equal to all cash dividends that would have been paid to the Participant if one Common Share had been issued on the Grant Date for each Performance Unit granted to the Participant ("**Dividend Equivalents**"). Dividend Equivalents shall be credited to the Participant's Account and interest may be credited on the amount of cash Dividend Equivalents credited to the Participant's Account at a rate and subject to such terms as determined by the Committee. Dividend Equivalents credited to the Participant's Account shall be subject to the same vesting and other restrictions as the Performance Units to which they are attributable and shall be paid on the same date that the Performance Units to which they are attributable are settled in accordance with Section 7 hereof. Dividend Equivalents credited to the Participant's Account shall be distributed in cash or, at the discretion of the Committee, in Common Shares having a Fair Market Value equal to the amount of the Dividend Equivalents and interest, if any. Any accumulated and unpaid Dividend Equivalents attributable to Performance Units that are cancelled will not be paid and will be immediately forfeited upon cancellation of the Performance Units.

7. Settlement of Performance Units. Promptly upon the expiration of the Restricted Period, and in any event no later than March 15th of the calendar year following the calendar year in which the Restricted Period ends, the Company shall (a) issue and deliver to the Participant, or his or her beneficiary, without charge, the number of Common Shares equal to the number of Vested Units, and (b) enter the Participant's name on the books of the Company as the shareholder of record with respect to the Common Shares delivered to the Participant; provided, however, that the Committee may, in its sole discretion elect to (i) pay cash or part cash and part Common Share in lieu of delivering only Common Shares in respect of the Performance Units or (ii) defer the delivery of Common Shares (or cash or part Common Shares and part cash, as the case may be) beyond the expiration of the Restricted Period if such delivery would result in a violation of applicable law until such time as is no longer the case. If a cash payment is made in lieu of delivering Common Shares, the amount of such payment shall be equal to the Fair Market Value of the Common Shares as of the date on which the Restricted Period lapsed with respect to the Performance Units, less an amount equal to any required tax withholdings.

8. No Rights to Continued Service/Employment. Neither the Plan nor this Agreement shall confer upon the Participant any right to be retained in any position, as an employee, consultant or director of the Company or of any Affiliate. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company or an Affiliate to terminate the Participant's employment or service with the Company or an Affiliate at any time, with or without Cause.

9. Adjustments. In the event of any change to the outstanding Common Shares or the capital structure of the Company (including, without limitation, a Change in Control), if required, the Performance Units shall be adjusted or terminated in any manner as contemplated by Section 12 of the Plan.

10. Beneficiary Designation. The Participant may file with the Committee a written designation of one or more persons as the beneficiary(ies) who shall be entitled to his or her rights under this Agreement and the Plan, if any, in case of his or her death, in accordance with Section 16(f) of the Plan.

11. Tax Liability and Withholding.

11.1 The Participant shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to the Participant pursuant to the Plan, the amount of any required withholding taxes in respect of the Performance Units and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes in accordance with Section 16(c) of the Plan. The Participant may satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means of the Plan, (a) tendering a cash payment, (b) if the Committee has adopted a formal procedure allowing any participant to authorize the Company to withhold Common Shares from the Common Shares otherwise issuable or deliverable to the Participant as a result of the vesting of the Performance Units (provided, however, that no Common Shares shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law), issuing such authorization, or (c) delivering to the Company previously owned and unencumbered Common Shares. Notwithstanding the foregoing, in the event the Participant fails to provide timely payment of all sums required to satisfy any applicable federal, state and local withholding obligations in respect of the Performance Units, the Company shall treat such failure as an election by the Participant to satisfy all or any portion of the Participant's required payment obligation pursuant to Section 11.1(b) above.

11.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding (“**Tax-Related Items**”), the ultimate liability for all Tax-Related Items is and remains the Participant’s responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting or settlement of the Performance Units or any subsequent sale of any shares; and (b) does not commit to structure the Performance Units to reduce or eliminate the Participant’s liability for Tax-Related Items.

12. Compliance with Law. The issuance and transfer of Common Shares shall be subject to compliance by the Company and the Participant with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Common Shares may be listed. No Common Shares shall be issued pursuant to Performance Units unless and until any then applicable requirements of state or federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Participant understands that the Company is under no obligation to register the Common Shares with the Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

13. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the General Counsel & Secretary of the Company at the Company’s principal corporate offices. Any notice required to be delivered to the Participant under this Agreement shall be in writing and addressed to the Participant at the Participant’s address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

14. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Texas without regard to conflict of law principles.

15. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Participant or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Participant and the Company.

16. Participant Bound by Plan. This Agreement is subject to all terms and conditions of the Plan as approved by the Company’s shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

17. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors, administrators and the person(s) to whom the Performance Units may be transferred by will or the laws of descent or distribution.

18. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law. If any provision of the Plan or any Award or Award agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any person or entity or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be construed or deemed stricken as to such jurisdiction, person or entity or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

19. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Performance Units in this Agreement does not create any contractual right or other right to receive any Performance Units or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Company.

20. Amendment. The Committee has the right to amend, alter, suspend, discontinue or cancel Performance Units, prospectively or retroactively; provided that no such amendment shall adversely affect the Participant's material rights under this Agreement without the Participant's consent.

21. Section 409A.

21.1 This Agreement is intended to comply with Section 409A of the Code and the regulations issued thereunder ("**Section 409A**") or an exemption thereunder and shall be construed and interpreted in a manner consistent with the requirements for avoiding additional taxes or penalties under Section 409A.

21.2 If and to the extent any portion of any payment provided to the Participant under this Agreement in connection with the Participant's separation from service (as defined in Section 409A) is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Participant is a "specified employee" as defined in Section 409A(a)(2)(B)(i), as determined by the Company in accordance with the procedures separately adopted by the Company for this purpose, by which determination the Participant, as a condition to accepting benefits under this Agreement and the Plan, agrees that he or she is bound, such portion of the shares of the Company's common stock to be delivered on a vesting date or the cash equivalent shall not be delivered or paid before the earlier of (i) the day that is six months plus one day after the date of separation from service (as determined under Section 409A) or (ii) the tenth 10th day after the date of the Participant's death (as applicable, the "**New Payment Date**"). The cash equivalent of the shares that otherwise would have been delivered to the Participant during the period between the date of separation from service and the New Payment Date or the shares themselves shall be paid or delivered to the Participant on such New Payment Date, and any remaining shares or the cash equivalent will be delivered on their original schedule. Neither the Company nor the Participant shall have the right to accelerate or defer the delivery of any such shares or cash payment except to the extent specifically permitted or required by Section 409A. This Agreement is intended to comply with the provisions of Section 409A and this Agreement and the Plan shall, to the extent practicable, be construed in accordance therewith. Terms defined in this Agreement and the Plan shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A.

21.3 Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A.

22. No Impact on Other Benefits. The value of the Participant's Performance Units is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

23. Clawback. Notwithstanding any provisions in the Agreement to the contrary, any compensation, payments, or benefits provided hereunder (or profits realized from the sale of the Common Shares delivered hereunder), whether in the form of cash or otherwise, shall be subject to a clawback to the extent (i) necessary to comply with the requirements of any applicable law, including but not limited to, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, section 304 of the Sarbanes Oxley Act of 2002 or any regulations promulgated thereunder; (ii) necessary to comply with the Target Hospitality Corp. Compensation Recovery Policy; or (iii) provided by any policy or procedure adopted by the Company or any individual agreement between the Participant and the Company.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

25. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts Performance Units subject to all of the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon the vesting or settlement of the Performance Units or disposition of the underlying shares and that the Participant should consult a tax advisor prior to such vesting, settlement or disposition.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TARGET HOSPITALITY CORP.

By: _____

Name:

Title:

[PARTICIPANT NAME]

By: _____

Exhibit A

2024 Performance Criteria

The Participant's Performance Units shall become vested based on the satisfaction of both the (i) the time vesting requirement described in Section 3(i) of the Agreement, and (ii) the applicable Performance Criteria described in this Exhibit A. The initial number of Performance Units specified in Section 1 of the Agreement shall be the number of Common Shares delivered upon settlement of the Performance Units subject to the Agreement if payment is made at the "Target Level." This initial number of Performance Units shall be adjusted based on the attainment of the Performance Criteria described in Section 3 below.

1. Performance Period: The performance period for the TSR Based Award (defined below) shall be the period between January 1, 2024 and December 31, 2026. The performance period for the Diversification EBITDA Based Award (defined below) shall be February 29, 2024 through February 28, 2027.

2. Award Level: The Performance Units subject to this Agreement will be earned based on the Company's performance for the applicable Performance Period. Following the end of the applicable Performance Period, the Committee shall determine the number of Performance Units earned for such Performance Period.

3. Performance Criteria: The Award is divided into two independent pieces: one in which any payment is determined based on performance using relative Total Shareholder Return ("TSR") (the "TSR Based Award") and one in which any payment is determined based on the diversification of the Company's EBITDA (earnings) (the "Diversification EBITDA Based Award"), each measured based on the applicable Performance Period. No portion of the TSR Based Award will be earned if the Company's performance during the applicable Performance Period is below the threshold level of the Performance Criteria for the TSR Based Award as described below. No portion of the Diversification EBITDA Based Award will be earned if the Company's performance during the applicable Performance Period is below the threshold level of the Performance Criteria for the Diversification EBITDA Based Award as described below. The Company's performance with respect to the TSR Based Award will not impact any payment earned with respect to the Diversification EBITDA Based Award, and vice versa.

TSR Based Award:

The TSR Based Award shall be earned based on the Company's relative TSR performance for the applicable Performance Period as measured against the TSR of the Comparator Group during the applicable Performance Period. For this purpose, constituent companies in the Russell 2000 Index on the Grant Date will be the "**Comparator Group**". The Award Level shall be determined based on the following table:

<u>Level</u>	<u>Percentile Rank vs. Comparator Group</u>	<u>Payout Percentage</u>
Maximum	85 th Percentile and above	200% of Target Level
Target	50 th Percentile	100% of Target Level
Threshold	25 th Percentile	50% of Target Level
<Threshold	Below 25 th Percentile	0%

Any payment will be based on linear interpolation between Threshold, Target, and Maximum Award Levels. Notwithstanding the preceding, if Company's absolute TSR over the Performance Period is negative, the Payout Percentage shall be limited to 100% of Target Level regardless of relative TSR results.

TSR shall be calculated as:

$$\left(\frac{\text{Ending Average Stock Price} + \text{Reinvested Dividend Amount}}{\text{Beginning Average Stock Price}} \right)^{1/n} - 1$$

where n represents the number of years over which TSR is measured.

The “Ending Average Stock Price” shall be calculated as the volume weighted average Stock Price for the last 20 trading days of the applicable Performance Period.

The “Beginning Average Stock Price” shall be calculated as the volume weighted average Stock Price for the last 20 trading days prior to the first day of the applicable Performance Period.

The “Stock Price” of a share of Stock shall be the closing quotation on the National Association of Securities Dealers Automated Quotations (“NASDAQ”) for the applicable date (or an applicable substitute exchange or quotation system if the NASDAQ is no longer applicable).

The “Reinvested Dividend Amount” shall be calculated as the sum of the total dividends paid¹ on one share of Stock during the Performance Period, assuming reinvestment of such dividends in such Stock (based on the Closing Stock Price of such Stock on the ex-dividend date). For the avoidance of doubt, it is intended that the foregoing calculation of Reinvested Dividend Amount shall take into account not only the reinvestment of dividends in a share of Stock but also capital appreciation or depreciation in the shares of Stock deemed acquired by such reinvestment.

Companies that are not publicly listed during the entire applicable Performance Period shall not be included in the Comparator Group. Comparator companies that file for bankruptcy or delist at any time during such Performance Period will remain in the Comparator Group with a TSR that places such companies at the bottom of the percentile rankings.

In addition to any other authority or powers granted to the Committee herein or in the Plan, the Committee shall have the authority to interpret and determine the application and calculation of any matter relating to the determination of TSR, including any terms in the Agreement or this Exhibit related thereto. The Committee shall also have the power to make any and all adjustments it deems appropriate to reflect any changes in the Company’s outstanding Stock, including by reason of subdivision or consolidation of Stock or other capital readjustment, the payment of a stock dividend on the Stock, other increase or reduction in the number of shares of Stock outstanding, recapitalizations, reorganizations, mergers, consolidations, combinations, split-ups, split-offs, spin-offs, exchanges or other relevant changes in capitalization or distributions to holders of Stock. The determination of the Committee with respect to any such matter shall be conclusive.

Diversification EBITDA Based Award:

The Diversification EBITDA Based Award shall be earned based on the amount of Qualifying EBITDA received by the Company during the applicable Performance Period. For the purposes of this Agreement, “Qualifying EBITDA” shall be defined as EBITDA received during the Performance Period that is (i) incremental to “Baseline EBITDA” of \$[●], the Company’s budgeted 2024 Adjusted EBITDA amount, and (ii) received as a result of (a) multi-year contracts or (b) single-year contracts where there is a reasonable expectation of extension, renewal, continuation, or any other increase in duration. For purposes of this determination, the following additional rules shall apply to any calculation of “Diversification EBITDA”:

1. Qualifying EBITDA resulting from (i) an incremental contract with an existing customer, or (ii) a new contract that is either (A) with a new customer (or acquisition) which primarily generates revenue related to one of our current reportable segments, as defined in the Company’s 2023 Form 10K, or (B) a new Government contract (or acquisition) related to an Influx Care Facility (“ICF”), shall be credited as Diversification EBITDA on a dollar for dollar basis.
2. Qualifying EBITDA resulting from either (i) a new customer (or acquisition) which primarily generates revenue unrelated to one of our current reportable segments, as defined in the Company’s 2023 Form 10K, or (ii) a new Government contract (or acquisition) that is unrelated to an ICF, shall be credited as Diversification EBITDA at 150% of the dollar amount received by the Company.
3. Any determination of Qualifying EBITDA and/or Diversification EBITDA shall include EBITDA growth resulting from expansion of the Company’s existing operations and EBITDA growth resulting from acquisitions. In addition, any contract assumed by the Company as a result of an acquisition will be treated as a new contract when determining Qualifying EBITDA.
4. Qualifying EBITDA shall not include any amounts accounted for as Variable PCC EBITDA.

For the avoidance of doubt, the Diversification EBITDA Based Award is intended to reward Participants for the generation of new contractual relationships that generate incremental EBITDA to that which existed prior to those new or expanded contracts, whether those contracts are with new customers, existing customers, or arise through the acquisition of businesses or other operations, and to provide an enhanced reward for contractual relationships that generate incremental EBITDA from customers outside of our current reportable segments or, for a Governmental contract, is not related to an ICF.

The Award Level shall be determined based on the following table:

Level	Diversification EBITDA Amount	Payout Percentage
Maximum	\$[●]M or more	200% of Target Level
Stretch	\$[●]M	150% of Target Level
Target	\$[●]M	100% of Target Level
Threshold	\$[●]M	50% of Target Level
<Threshold	<\$[●]M	0%

Any payment will be based on linear interpolation between Threshold, Target, Stretch, and Maximum Award Levels.

¹ The relevant date for determining whether a dividend is included in the calculation of “Reinvested Dividend Amount” is the ex-dividend date (and not the payment date). In the event that the stock of the measured company goes ex-dividend during the Performance Period (including the 20-day trading period during which the Ending Average Stock Price is to be calculated), such dividend shall be included in the determination of “Reinvested Dividend Amount,” notwithstanding the fact that the payment date of such dividend may actually occur after the conclusion of the Performance Period. In the event that the stock of the measured company goes ex-dividend prior to the commencement of the Performance Period (for example, during the 20-day trading period during which the Beginning Average Stock Price is to be calculated), such dividend shall *not* be included in the termination of “Reinvested Dividend Amount,” notwithstanding the fact that the payment date of such dividend may actually occur during the Performance Period.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between Target Logistics Management, LLC, a Massachusetts limited liability company (the "Employer"), and James Bradley Archer, an individual (the "Executive"), is entered into as of February 29, 2024 (the "Effective Date").

WHEREAS, the Employer and the Executive are parties to that certain Employment Agreement dated January 29, 2019 (the "Employment Agreement"), as amended by that certain Amendment to the Employment Agreement dated January 1, 2022 (the "First Amendment" and together with the Employment Agreement, the "Amended Agreement"), which outlines the terms and conditions of the Executive's employment with the Employer;

WHEREAS, the Employer and the Executive desire to amend and restate the Amended Agreement in its entirety, and the Employer desires to employ the Executive and the Executive has agreed to be employed by the Employer, in each case, under the terms and conditions set forth herein and effective as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Employment Agreement. On the terms and conditions set forth in this Agreement, the Employer agrees to continue to employ the Executive and the Executive agrees to continue to be employed by the Employer for the Employment Period set forth in Section 2 and in the positions and with the duties set forth in Section 3. Terms used herein with initial capitalization not otherwise defined are defined in Section 26.

2. Term. The initial term of employment under this Agreement shall commence on the Effective Date and extend until December 31, 2027 (the "Initial Term"). The term of employment shall be automatically extended for an additional consecutive 12-month period (the "Extended Term") on the last day of the Initial Term and each subsequent anniversary thereof, unless and until the Employer or Executive provides written notice to the other party in accordance with Section 12 hereof not less than 120 days before such anniversary date that such party is electing not to extend the term of employment under this Agreement ("Non-Renewal"), in which case the term of employment hereunder shall end as of the end of such Initial Term or Extended Term, as the case may be, unless sooner terminated as hereinafter set forth. Such Initial Term and all such Extended Terms are collectively referred to herein as the "Employment Period." Anything herein to the contrary notwithstanding, if on the date of a Change in Control the remaining term of the Employment Period is less than 12 months, the Employment Period shall be automatically extended to the end of the 12-month period following such Change in Control.

3. Position and Duties. During the Employment Period, the Executive shall serve as the President and Chief Executive Officer of the Employer. In such capacities, the Executive shall report exclusively to the Chairman of the Board and shall have the duties, responsibilities and authorities customarily associated with such position(s) in a company the size and nature of the Employer. The Executive shall devote the Executive's reasonable best efforts and full business time to the performance of the Executive's duties hereunder and the advancement of the business and affairs of the Employer; provided that the Executive may serve on civic, charitable, educational, religious, public interest or public service boards, and manage the Executive's personal and family investments, in each case, to the extent such activities do not materially interfere with the performance of the Executive's duties and responsibilities hereunder. During the Employment Period, the Executive shall, if requested, serve as a member of the Board, and shall be recommended for reappointment as a member of the Board by the Target Hospitality Corp. Nominating and Corporate Governance Committee, as necessary.

4. Place of Performance. During the Employment Period, except for reasonable travel on the Employer's business consistent with the Executive's position, the Executive shall be based primarily at the Employer's executive headquarters, currently located in Houston, Texas.

5. Compensation and Benefits Options.

(a) Base Salary. During the Employment Period, the Employer shall pay to the Executive a base salary (the "Base Salary") at the rate of no less than \$850,000 per calendar year, less applicable deductions, and prorated for any partial year. The Base Salary shall be reviewed for increase by the Employer no less frequently than annually, and shall be increased in the discretion of the Employer and any such adjusted Base Salary shall constitute the "Base Salary" for purposes of this Agreement. The Base Salary shall be paid in substantially equal installments in accordance with the Employer's regular payroll procedures. The Executive's Base Salary may not be decreased during the Employment Period.

(b) Election to Receive RSUs. Capitalized terms used in this Section 5(b) but not defined in this Agreement shall have the meaning ascribed to them under the Incentive Plan. Notwithstanding any provision of this Agreement to the contrary, no later than thirty (30) days prior to the commencement of each calendar year during the Employment Period, the Executive may elect in writing to receive 100% of the Base Salary in the form of restricted stock units ("RSUs") in respect of Common Shares under the Incentive Plan. The amount of RSUs that the Executive shall be entitled to receive pursuant to any such election shall be determined by dividing the applicable annual Base Salary by the then Fair Market Value per Common Share. Any such election by the Executive shall continue in effect for each subsequent calendar year during the Employment Period unless and until notice revoking such election is provided by the Executive or the Employer no later than thirty (30) days prior to the commencement of the applicable calendar year; provided that any such election may be cancelled at any time, with no liability to the Employer, and the Base Salary may be paid in cash in accordance with Section 5(a), if the Compensation Committee of the Board (the "Committee") does not approve the grant of RSUs to the Executive in accordance with the terms of the Incentive Plan. The RSUs shall vest ratably each month during the calendar year any such election is in effect provided that in the event of a termination of the Executive's employment for any reason, the vesting of the RSUs shall cease and any unvested RSUs shall be forfeited as of the Date of Termination. The Restricted Period applicable to any RSUs issued hereunder shall lapse at the end of the calendar year in respect of which any such RSUs were issued, whereupon the Executive shall be entitled to one Common Share for each RSU that is no longer subject to the applicable Restricted Period. Except as otherwise provided herein, any RSUs granted pursuant to this Section 5(b) shall be subject to the terms and conditions of the Incentive Plan and applicable Award agreement, neither of which shall conflict with the terms hereof.

(c) Annual Bonus. For each fiscal year of the Employer ending during the Employment Period, the Executive shall be eligible to earn an annual cash performance bonus (an “Annual Bonus”) based on performance against performance criteria determined by the Committee. The Executive’s annual target bonus opportunity for a fiscal year shall equal 133% of the Executive’s Base Salary at the beginning of such year (the “Target Bonus”). The Executive’s Annual Bonus for a fiscal year shall be determined by the Committee after the end of the applicable bonus period and shall be paid to the Executive when annual bonuses for that year are paid to other senior executives of the Employer generally, but in no event later than March 15 of the year following the year to which such Annual Bonus relates.

(d) Long Term Incentive Equity. With respect to each fiscal year of the Employer ending during the Employment Period, the Executive shall be eligible to receive annual equity awards under the Incentive Plan (“Annual Award”). The level of the Executive’s participation in any such plan, if any, shall be determined in the discretion of the Committee from time to time. The target grant value of the Annual Award is \$1,900,000, but the actual value of any grant may be higher or lower based on Committee discretion. Terms and conditions of such awards shall be governed by the terms and conditions of the applicable plan and the applicable award agreements.

(e) Vacation. During the Employment Period, the Executive shall be entitled to four (4) weeks’ vacation annually to be used in accordance with the Employer’s applicable vacation policy.

(f) Automobile Allowance. During the Employment Period, the Executive shall be entitled to an automobile allowance that is comparable in all material respects to that provided to other similarly situated executives of the Employer in accordance with the Employer’s applicable automobile allowance policy.

(g) Benefits. During the Employment Period, the Employer shall provide to the Executive employee benefits and perquisites on a basis that is comparable in all material respects to that provided to other similarly situated executives of the Employer. The Employer shall have the right to change insurance carriers and to adopt, amend, terminate or modify employee benefit plans and arrangements at any time and without the consent of the Executive.

(h) Additional Benefits. During the Employment Period, to the extent permitted under applicable law including without limitation the Patient Protection and Affordable Care Act and Section 105(h) of the Code, the Employer shall reimburse the Executive for the Executive’s portion of the premium costs under the Employer’s group health, dental, vision, life and AD&D, STD and LTD insurance.

6. Expenses. The Executive is expected and is authorized to incur reasonable expenses in the performance of his duties hereunder. The Employer shall reimburse the Executive for all such expenses reasonably and actually incurred in accordance with policies which may be adopted from time to time by the Employer promptly upon periodic presentation by the Executive of an itemized account, including reasonable substantiation, of such expenses.

7. Confidentiality Non-Disclosure and Non-Competition Agreement. The Employer and the Executive acknowledge and agree that during the Executive's employment with the Employer, the Executive will have access to and may assist in developing Employer Confidential Information and will occupy a position of trust and confidence with respect to the Employer's affairs and business and the affairs and business of the Employer Affiliates. The Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Employer Confidential Information and to protect the Employer and the Employer Affiliates against harmful solicitation of employees and customers, harmful competition and other actions by the Executive that would result in serious adverse consequences for the Employer and the Employer Affiliates:

(a) Non-Disclosure. During and after the Executive's employment with the Employer, the Executive will not knowingly use, disclose or transfer any Employer Confidential Information other than as authorized in writing by the Employer or within the scope of the Executive's duties with the Employer as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the provisions of this Section 7(a) shall not apply when disclosure is required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with actual or apparent jurisdiction to order the Executive to disclose or make accessible any information or as to information that becomes generally known to the public or within the relevant trade or industry other than due to the Executive's violation of this Section 7(a).

(b) Materials. The Executive will not remove any Employer Confidential Information or any other property of the Employer or any Employer Affiliate from the Employer's premises or make copies of such materials except for normal and customary use in the Employer's business as determined reasonably and in good faith by the Executive. The Executive will return to the Employer all Employer Confidential Information and copies thereof and all other property of the Employer or any Employer Affiliate at any time upon the request of the Employer and in any event promptly after termination of Executive's employment. The Executive agrees to attempt in good faith to identify and return to the Employer any copies of any Employer Confidential Information after the Executive ceases to be employed by the Employer. Anything to the contrary notwithstanding, nothing in this Section 7 shall prevent the Executive from retaining a home computer, papers and other materials of a personal nature that do not contain Employer Confidential Information.

(c) No Solicitation or Hiring of Employees. During the Non-Compete Period, the Executive shall not solicit, entice, persuade or induce any individual who is employed by the Employer or any Employer Affiliate (or who was so employed within 180 days prior to the date of the Executive's separation of employment from the Employer) to terminate or refrain from continuing such employment or to become employed by or enter into contractual relations with any other individual or entity and the Executive shall not hire, directly or indirectly, as an employee, consultant or otherwise, any such person. The Executive acknowledges and agrees that, as Chief Executive Officer, the Executive has responsibility or involvement (directly or indirectly) relating to, and receives Confidential Information about, all employees of the Employer and its Affiliates.

(d) Non-Competition.

(i) During the Non-Compete Period, the Executive shall not, directly or indirectly, (A) solicit or encourage any client or customer of the Employer or any direct or indirect subsidiary of the Employer, or any person or entity who was such a client or customer within 180 days prior to the date of the Executive's separation from employment with the Employer, to terminate, reduce, or alter in a manner adverse to the Employer or any direct or indirect subsidiary of the Employer, any existing business arrangements with the Employer or any direct or indirect subsidiary of the Employer or to transfer existing business from the Employer or any direct or indirect subsidiary of the Employer to any other person or entity, (B) in any geographic area in which the Employer or any direct or indirect subsidiary of the Employer conducts that business, or is actively planning to conduct that business, as of the date of such termination (the "Non-Competition Area"), provide or attempt, plan, or prepare to provide services in any capacity on the Executive's own behalf or on behalf of any entity if (i) the entity competes with the Employer or any direct or indirect subsidiary of the Employer by engaging in any business engaged in by the Employer or any direct or indirect subsidiary of the Employer, or (ii) the services to be provided by the Executive are competitive with the Employer or any direct or indirect subsidiary of the Employer and substantially similar to those previously provided by the Executive to the Employer, or (C) own an interest in any entity, including those described in Section 7(d)(i)(B)(i) immediately above. The Executive agrees that, before providing services, whether as an employee or consultant, to any entity during the Non-Compete Period, the Executive will provide a copy of this Agreement to such entity, and such entity shall acknowledge to the Employer in writing that it has read this Agreement. For purposes of this subsection, the Executive acknowledges and agrees that the obligations not to solicit clients or customers is limited only to those clients and customers for whom the Executive has responsibility or involvement (directly or indirectly), or about whom the Executive receives Confidential information. The Executive further acknowledges and agrees that, as Chief Executive Officer, the Executive has responsibility or involvement (directly or indirectly) relating to, and receives Confidential Information about, all clients or customers of the Employer and any direct or indirect subsidiary of the Employer. The Executive acknowledges that this covenant has a unique, very substantial and immeasurable value to the Employer, that the Executive has sufficient assets and skills to provide a livelihood for the Executive while such covenant remains in force and that, as a result of the foregoing, in the event that the Executive breaches such covenant, monetary damages would be an insufficient remedy for the Employer and equitable enforcement of the covenant would be proper.

(ii) If the restrictions contained in Section 7(d)(i) shall be determined by any court of competent jurisdiction to be unenforceable by reason of their extending for too great a period of time or over too great a geographical area or by reason of their being too extensive in any other respect Section 7(d)(i) shall be modified to be effective for the maximum period of time for which it may be enforceable and over the maximum geographical area as to which it may be enforceable and to the maximum extent in all other respects as to which it may be enforceable.

(e) Enforcement. The Executive acknowledges that in the event of any breach of this Section 7 the business interests of the Employer and the Employer Affiliates will be irreparably injured, the full extent of the damages to the Employer and the Employer Affiliates will be impossible to ascertain, monetary damages will not be an adequate remedy for the Employer and the Employer Affiliates, and the Employer will be entitled to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief, without the necessity of posting bond or security, which the Executive expressly waives. The Executive understands that the Employer may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Employer's right to enforce any other requirements or provisions of this Agreement. The Executive agrees that each of the Executive's obligations specified in this Agreement is a separate and independent covenant and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement. In signing this Agreement, the Executive gives the Employer assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Employer and the Employer Affiliates and their Confidential Information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. The Executive agrees that, before providing services, whether as an employee or consultant, to any entity during the period of time that the Executive is subject to the constraints in this Agreement, the Executive will provide a copy of this Agreement to such entity, and such entity shall acknowledge to the Employer in writing that it has read this Agreement. The Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Employer and the Employer Affiliates and that the Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Executive further covenants that he will not challenge the reasonableness or enforceability of any of the covenants set forth in this Agreement, and that the Executive will reimburse the Employer and the Employer Affiliates for all costs (including, without limitation, reasonable attorneys' fees) incurred in connection with any action to enforce any of the provisions of this Agreement if the Executive challenges the reasonableness or enforceability of any of the provisions of this Agreement. It is also agreed that each of the Employer Affiliates will have the right to enforce all of the Executive's obligations to that affiliate under this Agreement.

8. Termination of Employment.

(a) Permitted Terminations. The Executive's employment hereunder may be terminated during the Employment Period under the following circumstances:

(i) Death. The Executive's employment hereunder shall terminate automatically upon the Executive's death;

(ii) By the Employer. The Employer may terminate the Executive's employment:

(A) Disability. If the Executive shall have been substantially unable to perform the Executive's material duties hereunder by reason of illness, physical or mental disability or other similar incapacity, which inability shall continue for 180 consecutive days or 270 days in any 24-month period (a "Disability") (provided, that until such termination, the Executive shall continue to receive the Executive's compensation and benefits hereunder, reduced by any benefits payable to the Executive under any applicable disability insurance policy or plan); or

(B) Cause. For Cause or without Cause;

(iii) By the Executive. The Executive may terminate the Executive's employment for any reason (including Good Reason) or for no reason.

(b) Termination. Any termination of the Executive's employment by the Employer or the Executive (other than because of the Executive's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 12 hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon, if any, and set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. Termination of the Executive's employment shall take effect on the Date of Termination. The Executive agrees, in the event of any dispute under Section 8(a)(ii)(A) as to whether a Disability exists, and if requested by the Employer, to submit to a physical examination by a licensed physician selected by mutual consent of the Employer and the Executive, the cost of such examination to be paid by the Employer. The written medical opinion of such physician shall be conclusive and binding upon each of the parties hereto as to whether a Disability exists and the date when such Disability arose. This Section shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act and any applicable state or local laws.

9. Compensation Upon Termination.

(a) Disability. If the Employer terminates the Executive's employment during the Employment Period because of the Executive's Disability pursuant to Section 8(a)(ii)(A), the Employer shall pay to the Executive (i) the Accrued Benefits; and (ii) a pro rata portion (based on the number of days during the applicable fiscal period prior to the Date of Termination) of the Annual Bonus the Executive would have earned absent such termination, with such payment to be made based on actual performance and at the time bonus payments are made to executives of the Employer generally. In addition, any outstanding equity awards granted pursuant to Section 5(d) that are subject solely to time-based vesting conditions shall immediately vest. The vesting, if any, upon termination as a result of the Executive's Disability of any outstanding equity awards that are subject to performance-based vesting conditions shall be determined based on actual performance in the applicable fiscal period in which termination occurs, and the Executive will vest in any such awards to the extent performance metrics are ultimately achieved. Except as set forth herein, the Employer shall have no further obligation to the Executive under this Agreement.

(b) Death. If the Executive's employment is terminated during the Employment Period as a result of the Executive's death, the Employer shall pay to the Executive's legal representative or estate, and the Executive's legal representative or estate shall be entitled to, as applicable, (i) the amounts set forth in Section 9(a); and (ii) one times the Executive's Base Salary at the time of termination less amounts payable, if any, under any Employer provided life insurance policy, payable in a lump sum. Except as set forth herein, the Employer shall have no further obligation to the Executive under this Agreement.

(c) Termination by the Employer for Cause or by the Executive without Good Reason. If, during the Employment Period, the Employer terminates the Executive's employment for Cause pursuant to Section 8(a)(ii)(B), or the Executive terminates his employment without Good Reason, the Employer shall pay to the Executive the Accrued Benefits. Except as set forth herein, the Employer shall have no further obligations to the Executive under this Agreement.

(d) Termination by the Employer without Cause or by the Executive with Good Reason. Subject to Section 9(e), if the Employer terminates the Executive's employment during the Employment Period for a reason other than for Cause or due to the Executive's Disability pursuant to Section 8(a)(ii)(A) or if the Executive terminates his employment hereunder with Good Reason, subject to the Executive's compliance with Section 7, (i) the Employer shall pay the Executive (A) the Accrued Benefits, (B) a pro rata portion (based on the number of days during the applicable fiscal period prior to the Date of Termination) of the Annual Bonus the Executive would have earned absent such termination, with such payment to be made based on actual performance and at the time bonus payments are made to executives of the Employer generally, and (C) an amount equal to 1.25x the sum of the Executive's annual Base Salary and Target Bonus for the year, each determined as of the Date of Termination, which shall be paid over the 15 months following the Date of Termination (the "Severance Period") payable in equal installments in accordance with the Employer's normal payroll practices (the "Cash Severance Payment"); (ii) any unvested awards granted to the Executive under the Incentive Plan shall continue to vest during the Severance Period to the extent that such awards would have become vested had he remained employed through the end of the Severance Period; and (iii) the Executive shall be entitled to additional payments, payable in equal installments in accordance with the Employer's normal payroll practices, equal to the total costs that would be incurred by the Executive to obtain and pay for continued coverage under the Employer's health insurance plans during the Severance Period (the "Continued Coverage Payment"). For the purposes of this Agreement, a voluntary termination by the Executive upon the expiration of the Employment Period due to delivery of a non-renewal notice by the Employer pursuant to Section 2 shall be treated as a termination by the Employer without Cause.

(e) Change in Control.

(i) Section 9(e)(ii) shall apply if there is (A) a termination of the Executive's employment by the Employer for a reason other than for Cause or due to the Executive's Disability or by the Executive for Good Reason, in either case, during the 12-month period after a Change in Control; or (B) a termination of the Executive's employment by the Employer for a reason other than for Cause or due to the Executive's Disability prior to a Change in Control, if the termination was at the request of a third party or otherwise arose in anticipation of a Change in Control (a termination described in either clause (A) or clause (B), a "CIC Termination").

(ii) If any such termination occurs, (A) the Executive shall receive benefits set forth in Section 9(d) except that the Cash Severance Payment shall be equal to 2.5x the sum of the Executive's Base Salary at the time of termination and the Executive Target Bonus for the year of termination and, if such Change in Control is a "change in control event" under Section 409A of the Code (a "Qualifying CIC"), shall be paid in a lump sum, and (B) an amount equal to 1.2x the Continued Coverage Payment shall be paid in a lump sum. In addition, any outstanding equity awards granted pursuant to Section 5(d) that are subject solely to time-based vesting conditions shall immediately vest upon a CIC Termination. For the avoidance of doubt, the acceleration, if any, upon a CIC Termination of any outstanding equity awards that are subject to performance-based vesting conditions shall be governed by the terms and conditions of the applicable plan and the applicable award agreements. To the extent the Executive's CIC Termination is described in Section 9(e)(i)(B) and the Change in Control is a Qualifying CIC, the incremental Cash Severance Payment and any unpaid Cash Severance Payment shall be paid in a lump sum.

(f) Liquidated Damages. The parties acknowledge and agree that damages which will result to the Executive for termination by the Employer of the Executive's employment without Cause or by the Executive for Good Reason shall be extremely difficult or impossible to establish or prove, and agree that the amounts, excluding the Accrued Benefits, payable to the Executive under Section 9(d) or Section 9(e) (the "Severance Benefits") shall constitute liquidated damages for any such termination. The Executive agrees that, except for such other payments and benefits to which the Executive may be entitled as expressly provided by the terms of this Agreement or any other applicable benefit plan, such liquidated damages shall be in lieu of all other claims that the Executive may make by reason of any such termination of his employment and that, as a condition to receiving the Severance Benefits, the Executive must execute a release of claims in a form to be provided by the Employer (the "Release"). To be eligible for Severance Benefits, the Executive must execute and deliver the Release, and such Release must become irrevocable, within 60 days of the Date of Termination. The Cash Severance Payment shall be made, and the continuing health insurance coverage shall commence, promptly after the Release becomes irrevocable; provided that to the extent the 60-day period spans two calendar years and to the extent required to comply with Code Section 409A, such payments shall be made or commence, as applicable, on the 60th day following the Date of Termination.

(g) No Offset. In the event of termination of his employment, the Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due to him on account of any remuneration or benefits provided by any subsequent employment he may obtain. The Employer's obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Employer or any Employer Affiliate may have against him for any reason.

10. Protected Disclosures and Actions. Nothing in this Agreement or any other agreement or policy of the Employer shall be construed to prevent, restrict, or impede disclosure of Confidential Information or other information in the following circumstances:

(a) NLRA. In connection with any rights the Executive may have under the National Labor Relations Act ("NLRA"), including the right of non-supervisory employees to communicate about wages, hours or other terms and conditions of employment, engage in concerted or otherwise protected activity. In addition, any non-disparagement obligations for non-supervisory employees are limited to not making any maliciously untrue statements about the Employer, such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity, or such other disparagement restrictions allowed by the NLRA and other applicable law. Further, excluding trade secrets and as otherwise allowed by law, any non-disclosure obligations for non-supervisory employees are limited in time to the period of the Executive's employment with the Employer and for three (3) years after it ends, for any reason, and these obligations do not extend beyond confidential information pertaining to the Employer, or the maximum amount of time or scope allowed by the NLRA. *No prior notice or disclosure to the Employer is required for these actions.*

(b) DTSA. As provided by the Defend Trade Secrets Act, 28 U.S.C. §1833(b) (the “DTSA”), the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is (i) made in confidence to a federal, state, or local government official, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, provided such filing is made under seal or per court order. In the event the Executive files a lawsuit for retaliation by the Employer for reporting a suspected violation of law, the Executive may disclose the trade secret to the Executive’s attorney(s) and use the trade secret information in the court proceeding, provided the Executive files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. *No prior notice or disclosure to Employer is required for these actions.*

(c) Unlawful Acts and Legal Proceedings. In connection with: (i) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the Executive has reason to believe is unlawful; and/or (ii) any legal action or proceeding in which the Executive or the Employer seeks to enforce or interpret any provision of this Agreement. *No prior notice or disclosure to Employer is required for these actions.*

(d) Agencies. In connection with the Executive’s reporting potential violations of applicable federal, state or local law to any law enforcement or governmental agency, including but not limited to the Equal Employment Opportunity Commission (“EEOC”), the National Labor Relations Board (“NLRB”), the Department of Labor (“DOL”), or the SEC, or responding to or otherwise participating in any agency’s investigation, lawsuit, or other actions taken by any agency, or taking any other actions protected under applicable law, including but not limited to the Speak Out Act, including disclosure of any alleged unlawful conduct or whistleblower activity or filing any complaint or charge with an agency. Nothing in this Agreement shall prevent or restrict the Executive from filing a charge or complaint of possible unlawful activity, including a challenge to the validity of this Agreement, with any governmental agency. The Executive understands and recognizes, however, that even if a report or disclosure is made or a charge is filed by the Executive or on the Executive’s behalf with a governmental agency, **the Executive will not be entitled to any damages or payment of any money or other relief personal to the Executive (other than an award or relief from the SEC), relating to any event which occurred prior to the Executive’s signing of this Agreement.** *No prior notice or disclosure to the Employer is required for these actions.*

(e) Court Orders and Subpoenas. As may be required by applicable law or regulation, or pursuant to a valid legal process (e.g., a subpoena, order of a court of competent jurisdiction, or authorized governmental agency), provided that the Executive notifies the Employer upon receiving or becoming aware of the legal process in question so that the Employer may have the opportunity to respond or seek a protective or other order to restrict or prevent such disclosure, and such disclosure does not exceed the scope of disclosure required by such law, regulation or legal process. This subsection applies to situations not covered by the protections above and does not, in any way, impose prior notice requirements, or restrict or impede the Executive from exercising protected rights described above or as provided by law.

11. Section 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Employer or its affiliates to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute "parachute payments" within the meaning of Section 280G of the Code and would, but for this Section 11 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax. "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes.

(b) The Covered Payments shall be reduced in a manner that maximizes the Executive's economic position. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code, and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero.

(c) Any determination required under this Section 11 shall be made in writing in good faith by an independent accounting firm selected by the Employer that is reasonably acceptable to the Executive (the "Accountants"). The Employer and the Executive shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 11. For purposes of making the calculations and determinations required by this Section 11, the Accountants may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Accountants' determinations shall be final and binding on the Employer and the Executive. The Executive shall be responsible for all fees and expenses incurred by the Accountants in connection with the calculations required by this Section 11.

12. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by facsimile transmission addressed as follows:

(a) If to the Employer:

General Counsel
Target Logistics Management, LLC
9320 Lakeside Blvd, Suite 300
The Woodlands, TX 77381

(b) If to the Executive:

James Bradley Archer
[●]

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, confirmation of facsimile transmission or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

13. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

14. Effect on Other Agreements. The provisions of this Agreement shall supersede the terms of any plan, policy, agreement, award or other arrangement (whether entered into before or after the date hereof) regarding the subject matter hereof, including the Employment Agreement entered into by and between the Executive and Target Logistics Management, LLC, dated February 15, 2013, the Letter Agreement between the Executive and Target Logistics Management, LLC, dated December 6, 2016, and the Amended Agreement.

15. Survival. It is the express intention and agreement of the parties hereto that the provisions of Sections 7, 9, 10, 11, 12, 16, 17, 19, 20, 22 and 23 hereof and this Section 15 shall survive the termination of employment of the Executive. In addition, all obligations of the Employer to make payments hereunder shall survive any termination of this Agreement on the terms and conditions set forth herein.

16. Assignment. The rights and obligations of the parties to this Agreement shall not be assignable or delegable, except that (i) in the event of the Executive's death, the personal representative or legatees or distributees of the Executive's estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder and (ii) the rights and obligations of the Employer hereunder shall be assignable and delegable in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or equity interests of the Employer or similar transaction involving the Employer or a successor corporation. The Employer shall require any successor to the Employer to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Employer would be required to perform it if no such succession had taken place.

17. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

18. Amendment; Waiver. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by the party against whom enforcement is sought. Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

19. Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

20. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Texas (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the employment of the Executive, there being no representations, warranties or commitments except as set forth herein, except that it does not replace or alter in any way any obligations the Executive owes to the Employer under applicable laws, or owed under any agreement regarding confidentiality, non-disclosure, non-disparagement, duties of loyalty or fiduciary duty, or conflicts of interest.

22. Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original and all of which shall be deemed to constitute one and the same instrument.

23. Withholding. The Employer may withhold from any benefit payment under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling; provided that any withholding obligation arising in connection with the exercise of a stock option or the transfer of stock or other property shall be satisfied through withholding an appropriate number of shares of stock or appropriate amount of such other property.

24. Section 409A. The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code (“Code Section 409A”) and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Executive notifies the Employer (with specificity as to the reason therefor) that the Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Code Section 409A and the Employer concurs with such belief or the Employer (without any obligation whatsoever to do so) independently makes such determination, the Employer shall, after consulting with the Executive, reform such provision to attempt to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Code Section 409A. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Employer of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall the Employer be liable for any additional tax, interest or penalty that may be imposed on the Executive by Code Section 409A or damages for failing to comply with Code Section 409A. With respect to any payment or benefit considered to be nonqualified deferred compensation under Code Section 409A, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service” Notwithstanding anything to the contrary in this Agreement, if the Executive is deemed on the date of termination to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered nonqualified deferred compensation under Code Section 409A payable on account of a “separation from service,” such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such “separation from service” of the Executive, and (B) the date of the Executive’s death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 24 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. To the extent that reimbursements or other in-kind benefits under this Agreement constitute “nonqualified deferred compensation” for purposes of Code Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. For purposes of Code Section 409A, the Executive’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Employer. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes “nonqualified deferred compensation” for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

25. Indemnification. Employer hereby agrees to indemnify the Executive and provide directors and officers liability insurance coverage to the Executive, in each case, on terms and conditions no less favorable than those provided to members of the Board.

26. Definitions.

“Accrued Benefits” means (i) Base Salary through the Date of Termination; (ii) accrued and unused vacation pay; (iii) any earned but unpaid Annual Bonus; (iv) any amounts owing to the Executive for reimbursement of expenses properly incurred by the Executive prior to the Date of Termination and which are reimbursable in accordance with Section 6; and (v) any other benefits or amounts due and owing to the Executive under the terms of any plan, program or arrangement of the Employer. Amounts payable pursuant to the clauses (i) - (iii) shall be paid promptly after the Date of Termination and all other amounts will be paid in accordance with the terms of the applicable plan, program or arrangement (as modified by this Agreement).

“Board” means the Board of Directors of the Employer.

“Cause” shall be limited to the following events (i) the Executive’s conviction of, or plea of nolo contendere to, a felony (other than in connection with a traffic violation) under any state or federal law; (ii) the Executive’s failure to substantially perform his essential job functions hereunder after receipt of written notice from the Employer requesting such performance; (iii) a material act of fraud or material misconduct with respect, in each case, to the Employer, by the Executive; (iv) any material misconduct by the Executive that could be reasonably expected to damage the reputation or business of the Employer or any Employer Affiliate; or (v) the Executive’s material violation of a material policy of the Employer. Any determination of whether Cause exists shall be made by the Committee in its sole discretion. Anything herein to the contrary notwithstanding, the Executive shall not be terminated for Cause hereunder unless (A) written notice stating the basis for the termination is provided to the Executive, (B) as to clauses (ii), (iii), (iv) or (v) of this paragraph, the Executive is given 15 days to cure the neglect or conduct that is the basis of such claim (it being understood that any errors in expense reimbursement may be cured by repayment), and (C) if the Executive fails to cure such neglect or conduct, there is a vote of a majority of the members of the Board to terminate the Executive for Cause.

“Change in Control” shall have the meaning set forth in the Incentive Plan.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder.

“Date of Termination” means (i) if the Executive’s employment is terminated by the Executive’s death, the date of the Executive’s death; (ii) if the Executive’s employment is terminated because of the Executive’s Disability, 30 days after Notice of Termination, provided that the Executive shall not have returned to the performance of the Executive’s duties on a full- time basis during such 30-day period; or (iii) if the Executive’s employment is terminated by the Employer pursuant to Section 8(a)(ii)(B) or by the Executive pursuant to Section 8(a)(iii), the date specified in the Notice of Termination, which may not be less than 60 days after the Notice of Termination in the event the Employer is terminating the Executive without Cause or the Executive is terminating employment without Good Reason.

“Employer Affiliate” means any entity controlled by, in control of, or under common control with, the Employer.

“Employer Confidential Information” means information known to the Executive to constitute trade secrets or proprietary information belonging to the Employer or other confidential financial information, operating budgets, strategic plans or research methods, personnel data, projects or plans, or non-public information regarding the terms of any existing or pending lending transaction between Employer and an existing or pending client or customer (as the phrase “client or customer” is defined in Section 7(d)(i) hereof), in each case, received by the Executive in the course of his employment by the Employer or in connection with his duties with the Employer. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive’s employment with the Employer, information publicly available or generally known within the industry or trade in which the Employer competes and information or knowledge possessed by the Executive prior to his employment by the Employer, shall not be considered Employer Confidential Information.

“Good Reason” means, unless otherwise agreed to in writing by the Executive, (i) any material diminution or adverse change in the Executive’s titles; (ii) reduction in the Executive’s Base Salary or Target Bonus; (iii) a failure to grant the Executive, in any consecutive 12 month period, long term incentive equity awards having a grant date fair value (as determined by the Committee in good faith) of at least \$1,900,000; (iv) a requirement that the Executive report to someone other than the Employer’s Chairman of the Board; (v) a material diminution in the Executive’s authority, responsibilities or duties or material interference with the Executive’s carrying out his duties; (vi) the assignment of duties inconsistent with the Executive’s position or status with the Employer as of the Effective Date; or (vii) a relocation of the Executive’s primary place of employment to a location more than 50 miles from the Employer’s executive headquarters. In order to invoke a termination for Good Reason, (A) the Executive must give written notice of the occurrence of an event of Good Reason within 60 days of its occurrence, (B) the Employer must fail to cure such event within 30 days of such notice, and (C) the Executive must terminate employment within 10 days of the expiration of such cure period.

“Incentive Plan” means the Target Hospitality Corp. 2019 Incentive Award Plan, as amended.

“Non-Compete Period” means the period commencing on the Effective Date and ending twelve months after the earlier of the expiration of the Employment Period or the Executive’s Date of Termination.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf.

TARGET LOGISTICS MANAGEMENT, LLC

By: /s/ Heidi D. Lewis

Name: Heidi D. Lewis

Title: EVP, General Counsel & Secretary

Date: February 29, 2024

EXECUTIVE

/s/ James B. Archer

James Bradley Archer

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between Target Logistics Management, LLC, a Massachusetts limited liability company (the "Employer"), and Heidi Diane Lewis, an individual (the "Executive"), is entered into as of February 29, 2024 (the "Effective Date").

WHEREAS, the Employer and the Executive are parties to that certain Employment Agreement dated January 15, 2019 (the "Employment Agreement"), as amended by that certain Amendment to the Employment Agreement dated March 2, 2020 (the "First Amendment") and that certain Second Amendment to Employment Agreement dated January 1, 2022 (the "Second Amendment") and together with the Employment Agreement and the First Amendment, the "Amended Agreement"), which outlines the terms and conditions of the Executive's employment with the Employer;

WHEREAS, the Employer and the Executive desire to amend and restate the Amended Agreement in its entirety, and the Employer desires to employ the Executive and the Executive has agreed to be employed by the Employer, in each case, under the terms and conditions set forth herein and effective as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Employment Agreement. On the terms and conditions set forth in this Agreement, the Employer agrees to continue to employ the Executive and the Executive agrees to continue to be employed by the Employer for the Employment Period set forth in Section 2 and in the positions and with the duties set forth in Section 3. Terms used herein with initial capitalization not otherwise defined are defined in Section 26.

2. Term. The initial term of employment under this Agreement shall commence on the Effective Date and extend until December 31, 2027 (the "Initial Term"). The term of employment shall be automatically extended for an additional consecutive 12-month period (the "Extended Term") on the last day of the Initial Term and each subsequent anniversary thereof, unless and until the Employer or Executive provides written notice to the other party in accordance with Section 12 hereof not less than 120 days before such anniversary date that such party is electing not to extend the term of employment under this Agreement ("Non-Renewal"), in which case the term of employment hereunder shall end as of the end of such Initial Term or Extended Term, as the case may be, unless sooner terminated as hereinafter set forth. Such Initial Term and all such Extended Terms are collectively referred to herein as the "Employment Period". Anything herein to the contrary notwithstanding, if on the date of a Change in Control the remaining term of the Employment Period is less than 12 months, the Employment Period shall be automatically extended to the end of the 12-month period following such Change in Control.

3. Position and Duties. During the Employment Period, the Executive shall serve as the General Counsel and Executive Vice President of the Employer. In such capacities, the Executive shall report exclusively to the President and Chief Executive Officer of the Employer and shall have the duties, responsibilities and authorities customarily associated with such position(s) in a company the size and nature of the Employer. The Executive shall devote the Executive's reasonable best efforts and full business time to the performance of the Executive's duties hereunder and the advancement of the business and affairs of the Employer; provided that, the Executive may serve on civic, charitable, educational, religious, public interest or public service boards, and manage the Executive's personal and family investments, in each case, to the extent such activities do not materially interfere with the performance of the Executive's duties and responsibilities hereunder.

4. Place of Performance. During the Employment Period, except for reasonable travel on the Employer's business consistent with the Executive's position, the Executive shall be based primarily at the Employer's executive headquarters, currently located in Houston, Texas.

5. Compensation and Benefits; Options.

(a) Base Salary. During the Employment Period, the Employer shall pay to the Executive a base salary (the "Base Salary") at the rate of no less than \$375,000 per calendar year, less applicable deductions, and prorated for any partial year. The Base Salary shall be reviewed for increase by the Employer no less frequently than annually, and shall be increased in the discretion of the Employer and any such adjusted Base Salary shall constitute the "Base Salary" for purposes of this Agreement. The Base Salary shall be paid in substantially equal installments in accordance with the Employer's regular payroll procedures. The Executive's Base Salary may not be decreased during the Employment Period.

(b) Election to Receive RSUs. Capitalized terms used in this Section 5(b) but not defined in this Agreement shall have the meaning ascribed to them under the Incentive Plan. Notwithstanding any provision of this Agreement to the contrary, no later than thirty (30) days prior to the commencement of each calendar year during the Employment Period, the Executive may elect in writing to receive 100% of the Base Salary in the form of restricted stock units ("RSUs") in respect of Common Shares under the Incentive Plan. The amount of RSUs that the Executive shall be entitled to receive pursuant to any such election shall be determined by dividing the applicable annual Base Salary by the then Fair Market Value per Common Share. Any such election by the Executive shall continue in effect for each subsequent calendar year during the Employment Period unless and until notice revoking such election is provided by the Executive or the Employer no later than thirty (30) days prior to the commencement of the applicable calendar year; provided that any such election may be cancelled at any time, with no liability to the Employer, and the Base Salary may be paid in cash in accordance with Section 5(a), if the Compensation Committee of the Board (the "Committee") does not approve the grant of RSUs to the Executive in accordance with the terms of the Incentive Plan. The RSUs shall vest ratably each month during the calendar year any such election is in effect; provided that in the event of a termination of the Executive's employment for any reason, the vesting of the RSUs shall cease and any unvested RSUs shall be forfeited as of the Date of Termination. The Restricted Period applicable to any RSUs issued hereunder shall lapse at the end of the calendar year in respect of which any such RSUs were issued, whereupon the Executive shall be entitled to one Common Share for each RSU that is no longer subject to the applicable Restricted Period. Except as otherwise provided herein, any RSUs granted pursuant to this Section 5(b) shall be subject to the terms and conditions of the Incentive Plan and applicable Award agreement, neither of which shall conflict with the terms hereof.

(c) Annual Bonus. For each fiscal year of the Employer ending during the Employment Period, the Executive shall be eligible to earn an annual cash performance bonus (an “Annual Bonus”) based on performance against performance criteria determined by the Committee. The Executive’s annual target bonus opportunity for a fiscal year shall equal 75% of the Executive’s Base Salary at the beginning of such year (the “Target Bonus”). The Executive’s Annual Bonus for a fiscal year shall be determined by the Committee after the end of the applicable bonus period and shall be paid to the Executive when annual bonuses for that year are paid to other senior executives of the Employer generally, but in no event later than March 15 of the year following the year to which such Annual Bonus relates.

(d) Long Term Incentive Equity. With respect to each fiscal year of the Employer ending during the Employment Period, the Executive shall be eligible to receive annual equity awards under the Incentive Plan (“Annual Award”). The level of the Executive’s participation in any such plan, if any, shall be determined in the discretion of the Committee from time to time. The target grant value of the Annual Award is \$350,000, but the actual value of any grant may be higher or lower based on Committee discretion. Terms and conditions of such awards shall be governed by the terms and conditions of the applicable plan and the applicable award agreements.

(e) Vacation. During the Employment Period, the Executive shall be entitled to four (4) weeks’ vacation annually to be used in accordance with the Employer’s applicable vacation policy.

(f) Automobile Allowance. During the Employment Period, the Executive shall be entitled to an automobile allowance that is comparable in all material respects to that provided to other similarly situated executives of the Employer in accordance with the Employer’s applicable automobile allowance policy.

(g) Benefits. During the Employment Period, the Employer shall provide to the Executive employee benefits and perquisites on a basis that is comparable in all material respects to that provided to other similarly situated executives of the Employer. The Employer shall have the right to change insurance carriers and to adopt, amend, terminate or modify employee benefit plans and arrangements at any time and without the consent of the Executive.

(h) Additional Benefits. During the Employment Period, to the extent permitted under applicable law including without limitation the Patient Protection and Affordable Care Act and Section 105(h) of the Code, the Employer shall reimburse the Executive for the Executive’s portion of the premium costs under the Employer’s group health, dental, vision, life and AD&D, STD and LTD insurance.

6. Expenses. The Executive is expected and is authorized to incur reasonable expenses in the performance of her duties hereunder. The Employer shall reimburse the Executive for all such expenses reasonably and actually incurred in accordance with policies which may be adopted from time to time by the Employer promptly upon periodic presentation by the Executive of an itemized account, including reasonable substantiation, of such expenses.

7. Confidentiality, Non-Disclosure and Non-Solicitation Agreement. The Employer and the Executive acknowledge and agree that during the Executive's employment with the Employer, the Executive will have access to and may assist in developing Employer Confidential Information and will occupy a position of trust and confidence with respect to the Employer's affairs and business and the affairs and business of the Employer Affiliates. The Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Employer Confidential Information and to protect the Employer and the Employer Affiliates against harmful solicitation of employees and customers and other actions by the Executive that would result in serious adverse consequences for the Employer and the Employer Affiliates:

(a) Non-Disclosure. During and after the Executive's employment with the Employer, the Executive will not knowingly use, disclose or transfer any Employer Confidential Information other than as authorized in writing by the Employer or within the scope of the Executive's duties with the Employer as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the provisions of this Section 7(a) shall not apply when disclosure is required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with actual or apparent jurisdiction to order the Executive to disclose or make accessible any information or as to information that becomes generally known to the public or within the relevant trade or industry other than due to the Executive's violation of this Section 7(a).

(b) Materials. The Executive will not remove any Employer Confidential Information or any other property of the Employer or any Employer Affiliate from the Employer's premises or make copies of such materials except for normal and customary use in the Employer's business as determined reasonably and in good faith by the Executive. The Executive will return to the Employer all Employer Confidential Information and copies thereof and all other property of the Employer or any Employer Affiliate at any time upon the request of the Employer and in any event promptly after termination of Executive's employment. The Executive agrees to attempt in good faith to identify and return to the Employer any copies of any Employer Confidential Information after the Executive ceases to be employed by the Employer. Anything to the contrary notwithstanding, nothing in this Section 7 shall prevent the Executive from retaining a home computer, papers and other materials of a personal nature that do not contain Employer Confidential Information.

(c) No Solicitation or Hiring of Employees. During the Non-Solicit Period, the Executive shall not solicit, entice, persuade or induce any individual who is employed by the Employer or any Employer Affiliate (or who was so employed within 180 days prior to the date of the Executive's separation of employment from the Employer) to terminate or refrain from continuing such employment or to become employed by or enter into contractual relations with any other individual or entity, and the Executive shall not hire, directly or indirectly, as an employee, consultant or otherwise, any such person. The Executive acknowledges and agrees that, as General Counsel and Executive Vice President, the Executive has responsibility or involvement (directly or indirectly) relating to, and receives Confidential Information about, all employees of the Employer and its Affiliates.

(d) Enforcement. The Executive acknowledges that in the event of any breach of this Section 7, the business interests of the Employer and the Employer Affiliates will be irreparably injured, the full extent of the damages to the Employer and the Employer Affiliates will be impossible to ascertain, monetary damages will not be an adequate remedy for the Employer and the Employer Affiliates, and the Employer will be entitled to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief, without the necessity of posting bond or security, which the Executive expressly waives. The Executive understands that the Employer may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Employer's right to enforce any other requirements or provisions of this Agreement. The Executive agrees that each of the Executive's obligations specified in this Agreement is a separate and independent covenant and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement. In signing this Agreement, the Executive gives the Employer assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Employer and the Employer Affiliates and their Confidential Information. The Executive agrees that, before providing services, whether as an employee or consultant, to any entity during the period of time that the Executive is subject to the constraints in this Agreement, the Executive will provide a copy of this Agreement to such entity, and such entity shall acknowledge to the Employer in writing that it has read this Agreement. The Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Employer and its Affiliates and that the Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Executive further covenants that she will not challenge the reasonableness or enforceability of any of the covenants set forth in this Agreement, and that the Executive will reimburse the Employer and the Employer Affiliates for all costs (including, without limitation, reasonable attorneys' fees) incurred in connection with any action to enforce any of the provisions of this Agreement if the Executive challenges the reasonableness or enforceability of any of the provisions of this Agreement. It is also agreed that each of the Employer Affiliates will have the right to enforce all of the Executive's obligations to that affiliate under this Agreement.

8. Termination of Employment.

(a) Permitted Terminations. The Executive's employment hereunder may be terminated during the Employment Period under the following circumstances:

(i) Death. The Executive's employment hereunder shall terminate automatically upon the Executive's death;

(ii) By the Employer. The Employer may terminate the Executive's employment:

(A) Disability. If the Executive shall have been substantially unable to perform the Executive's material duties hereunder by reason of illness, physical or mental disability or other similar incapacity, which inability shall continue for 180 consecutive days or 270 days in any 24-month period (a "Disability") (provided, that until such termination, the Executive shall continue to receive the Executive's compensation and benefits hereunder, reduced by any benefits payable to the Executive under any applicable disability insurance policy or plan); or

(B) Cause. For Cause or without Cause;

(iii) By the Executive. The Executive may terminate the Executive's employment for any reason (including Good Reason) or for no reason.

(b) Termination. Any termination of the Executive's employment by the Employer or the Executive (other than because of the Executive's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 12 hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon, if any, and set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. Termination of the Executive's employment shall take effect on the Date of Termination. The Executive agrees, in the event of any dispute under Section 8(a)(ii)(A) as to whether a Disability exists, and if requested by the Employer, to submit to a physical examination by a licensed physician selected by mutual consent of the Employer and the Executive, the cost of such examination to be paid by the Employer. The written medical opinion of such physician shall be conclusive and binding upon each of the parties hereto as to whether a Disability exists and the date when such Disability arose. This Section shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act and any applicable state or local laws.

9. Compensation Upon Termination.

(a) Disability. If the Employer terminates the Executive's employment during the Employment Period because of the Executive's Disability pursuant to Section 8(a)(ii)(A), the Employer shall pay to the Executive (i) the Accrued Benefits; and (ii) a pro rata portion (based on the number of days during the applicable fiscal period prior to the Date of Termination) of the Annual Bonus the Executive would have earned absent such termination, with such payment to be made based on actual performance and at the time bonus payments are made to executives of the Employer generally. In addition, any outstanding equity awards granted pursuant to Section 5(d) that are subject solely to time-based vesting conditions shall immediately vest. The vesting, if any, upon termination as a result of the Executive's Disability of any outstanding equity awards that are subject to performance-based vesting conditions shall be determined based on actual performance in the applicable fiscal period in which termination occurs, and the Executive will vest in any such awards to the extent performance metrics are ultimately achieved. Except as set forth herein, the Employer shall have no further obligation to the Executive under this Agreement.

(b) Death. If the Executive's employment is terminated during the Employment Period as a result of the Executive's death, the Employer shall pay to the Executive's legal representative or estate, and the Executive's legal representative or estate shall be entitled to, as applicable, (i) the amounts set forth in Section 9(a); and (ii) one times the Executive's Base Salary at the time of termination less amounts payable, if any, under any Employer provided life insurance policy, payable in a lump sum. Except as set forth herein, the Employer shall have no further obligation to the Executive under this Agreement.

(c) Termination by the Employer for Cause or by the Executive without Good Reason. If, during the Employment Period, the Employer terminates the Executive's employment for Cause pursuant to Section 8(a)(ii)(B) or the Executive terminates her employment without Good Reason, the Employer shall pay to the Executive the Accrued Benefits. Except as set forth herein, the Employer shall have no further obligations to the Executive under this Agreement.

(d) Termination by the Employer without Cause or by the Executive with Good Reason. Subject to Section 9 (e), if the Employer terminates the Executive's employment during the Employment Period for a reason other than for Cause or due to the Executive's Disability pursuant to Section 8(a)(ii)(A) or if the Executive terminates her employment hereunder with Good Reason, subject to the Executive's compliance with Section 7, (i) the Employer shall pay the Executive (A) the Accrued Benefits, (B) a pro rata portion (based on the number of days during the applicable fiscal period prior to the Date of Termination) of the Annual Bonus the Executive would have earned absent such termination, with such payment to be made based on actual performance and at the time bonus payments are made to executives of the Employer generally, and (C) an amount equal to 1x the sum of the Executive's annual Base Salary and Target Bonus for the year, each determined as of the Date of Termination, which shall be paid over the 12 months following the Date of Termination (the "Severance Period"); (ii) any unvested awards granted to the Executive under the Incentive Plan shall continue to vest during the Severance Period to the extent that such awards would have become vested had she remained employed through the end of the Severance Period; and (iii) the Executive shall be entitled to additional payments, payable in equal installments in accordance with the Employer's normal payroll practices, equal to the total costs that would be incurred by the Executive to obtain and pay for continued coverage under the Employer's health insurance plans during the Severance Period (the "Continued Coverage Payment"). For the purposes of this Agreement, a voluntary termination by the Executive upon the expiration of the Employment Period due to delivery of a non-renewal notice by the Employer pursuant to Section 2 shall be treated as a termination by the Employer without Cause.

(e) Change in Control.

(i) Section 9(e)(ii) shall apply if there is (A) a termination of the Executive's employment by the Employer for a reason other than for Cause or due to the Executive's Disability or by the Executive for Good Reason, in either case, during the 12-month period after a Change in Control; or (B) a termination of the Executive's employment by the Employer for a reason other than for Cause or due to the Executive's Disability prior to a Change in Control, if the termination was at the request of a third party or otherwise arose in anticipation of a Change in Control (a termination described in either clause (A) or clause (B), a "CIC Termination").

(ii) If any such termination occurs, (A) the Executive shall receive benefits set forth in Section 9(d), except that the Cash Severance Payment shall be equal to 2x the sum of the Executive's Base Salary at the time of termination and the Executive Target Bonus for the year of termination and, if such Change in Control is a "change in control event" under Section 409A of the Code (a "Qualifying CIC"), shall be paid in a lump sum, and (B) an amount equal to 1.5x the Continued Coverage Payment shall be paid in a lump sum. In addition, any outstanding equity awards granted pursuant to Section 5(d) that are subject solely to time-based vesting conditions shall immediately vest upon a CIC Termination. For the avoidance of doubt, the acceleration, if any, upon a CIC Termination of any outstanding equity awards that are subject to performance-based vesting conditions shall be governed by the terms and conditions of the applicable plan and the applicable award agreements. To the extent the Executive's CIC Termination is described in Section 9(e)(i)(B) and the Change in Control is a Qualifying CIC, the incremental Cash Severance Payment and any unpaid Cash Severance Payment shall be paid in a lump sum.

(f) Liquidated Damages. The parties acknowledge and agree that damages which will result to the Executive for termination by the Employer of the Executive's employment without Cause or by the Executive for Good Reason shall be extremely difficult or impossible to establish or prove, and agree that the amounts, excluding the Accrued Benefits, payable to the Executive under Section 9(d) or Section 9(e) (the "Severance Benefits") shall constitute liquidated damages for any such termination. The Executive agrees that, except for such other payments and benefits to which the Executive may be entitled as expressly provided by the terms of this Agreement or any other applicable benefit plan, such liquidated damages shall be in lieu of all other claims that the Executive may make by reason of any such termination of her employment and that, as a condition to receiving the Severance Benefits, the Executive must execute a release of claims in a form to be provided by the Employer (the "Release"). To be eligible for Severance Benefits, the Executive must execute and deliver the Release, and such Release must become irrevocable, within 60 days of the Date of Termination. The Cash Severance Payment shall be made, and the continuing health insurance coverage shall commence, promptly after the Release becomes irrevocable; provided that to the extent the 60-day period spans two calendar years and to the extent required to comply with Code Section 409A, such payments shall be made or commence, as applicable, on the 60th day following the Date of Termination.

(g) No Offset. In the event of termination of her employment, the Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due to her on account of any remuneration or benefits provided by any subsequent employment she may obtain. The Employer's obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Employer or any Employer Affiliate may have against her for any reason.

10. Protected Disclosures and Actions. Nothing in this Agreement or any other agreement or policy of the Employer shall be construed to prevent, restrict, or impede disclosure of Confidential Information or other information in the following circumstances:

(a) NLRA. In connection with any rights the Executive may have under the National Labor Relations Act ("NLRA"), including the right of non-supervisory employees to communicate about wages, hours or other terms and conditions of employment, engage in concerted or otherwise protected activity. In addition, any non-disparagement obligations for non-supervisory employees are limited to not making any maliciously untrue statements about the Employer, such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity, or such other disparagement restrictions allowed by the NLRA and other applicable law. Further, excluding trade secrets and as otherwise allowed by law, any non-disclosure obligations for non-supervisory employees are limited in time to the period of the Executive's employment with the Employer and for three (3) years after it ends, for any reason, and these obligations do not extend beyond confidential information pertaining to the Employer, or the maximum amount of time or scope allowed by the NLRA. No prior notice or disclosure to the Employer is required for these actions.

(b) DTSA. As provided by the Defend Trade Secrets Act, 28 U.S.C. §1833(b) (the “DTSA”), the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is (i) made in confidence to a federal, state, or local government official, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, provided such filing is made under seal or per court order. In the event the Executive files a lawsuit for retaliation by the Employer for reporting a suspected violation of law, the Executive may disclose the trade secret to the Executive’s attorney(s) and use the trade secret information in the court proceeding, provided the Executive files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. No prior notice or disclosure to Employer is required for these actions.

(c) Unlawful Acts and Legal Proceedings. In connection with: (i) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the Executive has reason to believe is unlawful; and/or (ii) any legal action or proceeding in which the Executive or the Employer seeks to enforce or interpret any provision of this Agreement. No prior notice or disclosure to Employer is required for these actions.

(d) Agencies. In connection with the Executive’s reporting potential violations of applicable federal, state or local law to any law enforcement or governmental agency, including but not limited to the Equal Employment Opportunity Commission (“EEOC”), the National Labor Relations Board (“NLRB”), the Department of Labor (“DOL”), or the SEC, or responding to or otherwise participating in any agency’s investigation, lawsuit, or other actions taken by any agency, or taking any other actions protected under applicable law, including but not limited to the Speak Out Act, including disclosure of any alleged unlawful conduct or whistleblower activity or filing any complaint or charge with an agency. Nothing in this Agreement shall prevent or restrict the Executive from filing a charge or complaint of possible unlawful activity, including a challenge to the validity of this Agreement, with any governmental agency. The Executive understands and recognizes, however, that even if a report or disclosure is made or a charge is filed by the Executive or on the Executive’s behalf with a governmental agency, the Executive will not be entitled to any damages or payment of any money or other relief personal to the Executive (other than an award or relief from the SEC), relating to any event which occurred prior to the Executive’s signing of this Agreement. No prior notice or disclosure to the Employer is required for these actions.

(e) Court Orders and Subpoenas. As may be required by applicable law or regulation, or pursuant to a valid legal process (e.g., a subpoena, order of a court of competent jurisdiction, or authorized governmental agency), provided that the Executive notifies the Employer upon receiving or becoming aware of the legal process in question so that the Employer may have the opportunity to respond or seek a protective or other order to restrict or prevent such disclosure, and such disclosure does not exceed the scope of disclosure required by such law, regulation or legal process. This subsection applies to situations not covered by the protections above and does not, in any way, impose prior notice requirements, or restrict or impede the Executive from exercising protected rights described above or as provided by law.

11. Section 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Employer or its affiliates to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute "parachute payments" within the meaning of Section 280G of the Code and would, but for this Section 11 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax. "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes.

(b) The Covered Payments shall be reduced in a manner that maximizes the Executive's economic position. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code, and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero.

(c) Any determination required under this Section 11 shall be made in writing in good faith by an independent accounting firm selected by the Employer that is reasonably acceptable to the Executive (the "Accountants"). The Employer and the Executive shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 11. For purposes of making the calculations and determinations required by this Section 11, the Accountants may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Accountants' determinations shall be final and binding on the Employer and the Executive. The Executive shall be responsible for all fees and expenses incurred by the Accountants in connection with the calculations required by this Section 11.

12. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by facsimile transmission addressed as follows:

(a) If to the Employer:

President and Chief Executive Officer
Target Logistics Management, LLC
9320 Lakeside Blvd., Suite 300
The Woodlands, TX 77381

(b) If to the Executive:

Heidi Diane Lewis
[●]

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, confirmation of facsimile transmission or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

13. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

14. Effect on Other Agreements. The provisions of this Agreement shall supersede the terms of any plan, policy, agreement, award or other arrangement (whether entered into before or after the date hereof) regarding the subject matter hereof, including the Amended Agreement.

15. Survival. It is the express intention and agreement of the parties hereto that the provisions of Sections 7, 9, 10, 11, 12, 16, 17, 19, 20, 22, and 23 hereof and this Section 15 shall survive the termination of employment of the Executive. In addition, all obligations of the Employer to make payments hereunder shall survive any termination of this Agreement on the terms and conditions set forth herein.

16. Assignment. The rights and obligations of the parties to this Agreement shall not be assignable or delegable, except that (i) in the event of the Executive's death, the personal representative or legatees or distributees of the Executive's estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder and (ii) the rights and obligations of the Employer hereunder shall be assignable and delegable in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or equity interests of the Employer or similar transaction involving the Employer or a successor corporation. The Employer shall require any successor to the Employer to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Employer would be required to perform it if no such succession had taken place.

17. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

18. Amendment; Waiver. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by the party against whom enforcement is sought. Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

19. Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

20. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Texas (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the employment of the Executive, there being no representations, warranties or commitments except as set forth herein, except that it does not replace or alter in any way any obligations the Executive owes to the Employer under applicable laws, or owed under any agreement regarding confidentiality, non-disclosure, non-disparagement, duties of loyalty or fiduciary duty, or conflicts of interest.

22. Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original and all of which shall be deemed to constitute one and the same instrument.

23. Withholding. The Employer may withhold from any benefit payment under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling; provided that any withholding obligation arising in connection with the exercise of a stock option or the transfer of stock or other property shall be satisfied through withholding an appropriate number of shares of stock or appropriate amount of such other property.

24. Section 409A. The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code (“Code Section 409A”) and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Executive notifies the Employer (with specificity as to the reason therefor) that the Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Code Section 409A and the Employer concurs with such belief or the Employer (without any obligation whatsoever to do so) independently makes such determination, the Employer shall, after consulting with the Executive, reform such provision to attempt to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Code Section 409A. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Employer of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall the Employer be liable for any additional tax, interest or penalty that may be imposed on the Executive by Code Section 409A or damages for failing to comply with Code Section 409A. With respect to any payment or benefit considered to be nonqualified deferred compensation under Code Section 409A, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service” Notwithstanding anything to the contrary in this Agreement, if the Executive is deemed on the date of termination to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered nonqualified deferred compensation under Code Section 409A payable on account of a “separation from service,” such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such “separation from service” of the Executive, and (B) the date of the Executive’s death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 24 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. To the extent that reimbursements or other in-kind benefits under this Agreement constitute “nonqualified deferred compensation” for purposes of Code Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. For purposes of Code Section 409A, the Executive’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Employer. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes “nonqualified deferred compensation” for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

25. Indemnification. Employer hereby agrees to indemnify the Executive and provide directors and officers liability insurance coverage to the Executive, in each case, on terms and conditions no less favorable than those provided to members of the Board.

26. Definitions.

“Accrued Benefits” means (i) Base Salary through the Date of Termination; (ii) accrued and unused vacation pay; (iii) any earned but unpaid Annual Bonus; (iv) any amounts owing to the Executive for reimbursement of expenses properly incurred by the Executive prior to the Date of Termination and which are reimbursable in accordance with Section 6; and (v) any other benefits or amounts due and owing to the Executive under the terms of any plan, program or arrangement of the Employer. Amounts payable pursuant to the clauses (i) - (iii) shall be paid promptly after the Date of Termination and all other amounts will be paid in accordance with the terms of the applicable plan, program or arrangement (as modified by this Agreement).

“Board” means the Board of Directors of the Employer.

“Cause” shall be limited to the following events (i) the Executive’s conviction of, or plea of nolo contendere to, a felony (other than in connection with a traffic violation) under any state or federal law; (ii) the Executive’s failure to substantially perform her essential job functions hereunder after receipt of written notice from the Employer requesting such performance; (iii) a material act of fraud or material misconduct with respect, in each case, to the Employer, by the Executive; (iv) any material misconduct by the Executive that could be reasonably expected to damage the reputation or business of the Employer or any Employer Affiliate; or (v) the Executive’s material violation of a material policy of the Employer. Any determination of whether Cause exists shall be made by the Committee in its sole discretion. Anything herein to the contrary notwithstanding, the Executive shall not be terminated for Cause hereunder unless (A) written notice stating the basis for the termination is provided to the Executive, (B) as to clauses (ii), (iii), (iv) or (v) of this paragraph, the Executive is given 15 days to cure the neglect or conduct that is the basis of such claim (it being understood that any errors in expense reimbursement may be cured by repayment), and (C) if the Executive fails to cure such neglect or conduct, there is a vote of a majority of the members of the Board to terminate the Executive for Cause.

“Change in Control” shall have the meaning set forth in the Incentive Plan.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder.

“Date of Termination” means (i) if the Executive’s employment is terminated by the Executive’s death, the date of the Executive’s death; (ii) if the Executive’s employment is terminated because of the Executive’s Disability, 30 days after Notice of Termination, provided that the Executive shall not have returned to the performance of the Executive’s duties on a full-time basis during such 30-day period; or (iii) if the Executive’s employment is terminated by the Employer pursuant to Section 8(a)(ii)(B) or by the Executive pursuant to Section 8(a)(iii), the date specified in the Notice of Termination, which may not be less than 60 days after the Notice of Termination in the event the Employer is terminating the Executive without Cause or the Executive is terminating employment without Good Reason.

“Employer Affiliate” means any entity controlled by, in control of, or under common control with, the Employer.

“Employer Confidential Information” means information known to the Executive to constitute trade secrets or proprietary information belonging to the Employer or other confidential financial information, operating budgets, strategic plans or research methods, personnel data, projects or plans, or non-public information regarding the terms of any existing or pending lending transaction between Employer and an existing or pending client or customer, in each case, received by the Executive in the course of her employment by the Employer or in connection with her duties with the Employer. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive’s employment with the Employer, information publicly available or generally known within the industry or trade in which the Employer competes and information or knowledge possessed by the Executive prior to her employment by the Employer, shall not be considered Employer Confidential Information.

“Good Reason” means, unless otherwise agreed to in writing by the Executive, (i) any material diminution or adverse change in the Executive’s titles; (ii) reduction in the Executive’s Base Salary or Target Bonus; (iii) a failure to grant the Executive, in any consecutive 12 month period, long term incentive equity awards having a grant date fair value (as determined by the Committee in good faith) of at least \$350,000; (iv) a requirement that the Executive report to someone other than the Employer’s Chief Executive Officer; (v) a material diminution in the Executive’s authority, responsibilities or duties or material interference with the Executive’s carrying out her duties; (vi) the assignment of duties inconsistent with the Executive’s position or status with the Employer as of the Effective Date; or (vii) a relocation of the Executive’s primary place of employment to a location more than 50 miles from the Employer’s executive headquarters. In order to invoke a termination for Good Reason, (A) the Executive must give written notice of the occurrence of an event of Good Reason within 60 days of its occurrence, (B) the Employer must fail to cure such event within 30 days of such notice, and (C) the Executive must terminate employment within 10 days of the expiration of such cure period.

“Incentive Plan” means the Target Hospitality Corp. 2019 Incentive Award Plan, as amended.

“Non-Solicit Period” means the period beginning on the Effective Date and ending twelve months after the earlier of the expiration of the Employment Period or the Executive’s Date of Termination.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf.

TARGET LOGISTICS MANAGEMENT, LLC

By: /s/ James. B. Archer

Name: James B. Archer

Title: President and Chief Executive Officer

Date: February 29, 2024

EXECUTIVE

/s/ Heidi D. Lewis

Heidi Diane Lewis