

## TAX ABATEMENT AGREEMENT

By and Between

### GRIMES COUNTY, TEXAS, AND SPACE EXPLORATION TECHNOLOGIES CORP.

This Tax Abatement Agreement (this “**Agreement**”) is entered into by and between Grimes County, Texas (the “**County**”) duly acting herein by and through its County Judge, and Space Exploration Technologies Corp., a Texas corporation (“**Owner**” and, together with the County, the “**Parties**”). This Agreement shall have an “**Effective Date**” of June 3, 2026.

#### RECITALS:

**WHEREAS**, the Grimes County Commissioners Court (the “**Commissioners Court**”) has adopted a resolution stating that the County had elected to become eligible to participate in tax abatements pursuant to Section 312.002(a) of the Texas Tax Code, as amended (herein referred to as the “**Act**”);

**WHEREAS**, pursuant to Section 312.002(a) of the Act, the Commissioners Court has approved guidelines and criteria governing tax abatement agreements entered into by the County, which were renewed on April 21, 2026 (hereinafter referred to as the “**Guidelines**”);

**WHEREAS**, on June 3, 2026, pursuant to Sections 312.401(b) and 312.201(d) of the Act, the Commissioners Court conducted a public hearing on the advisability of designating the SpaceX Reinvestment Zone No. 1 – 2026-001 (herein after, the “**Reinvestment Zone**”) at which interested persons were entitled to speak and present evidence for or against the designation, and which public hearing was preceded by at least seven days’ notice (a) published in the Navasota Examiner, a newspaper of general circulation within Grimes County, Texas; and (b) delivered in writing to the presiding officer of the governing body of each taxing unit with jurisdiction to tax real property located in the Reinvestment Zone;

**WHEREAS**, Owner intends to construct and operate a multi-phase, next-generation, vertically integrated semiconductor manufacturing facility and advanced computing fabrication facility;

**WHEREAS**, on June 3, 2026, pursuant to Section 312.401(b) of the Act, following the conclusion of the public hearing, the Commissioners Court found that the improvements and operations proposed by Owner within the Reinvestment Zone would constitute a major investment that would benefit the Reinvestment Zone and would contribute to the economic development of the County and consequently passed and approved an order approving designation of *SpaceX Reinvestment Zone No. 1 – 2026-001*, which was executed by the County Judge and attested by the County Clerk;

**WHEREAS**, the Commissioners Court has concluded that the Improvements and operations proposed by Owner within the Reinvestment Zone and described in this Agreement, and the terms of this Agreement: (a) are consistent with the requirements of the Act and the Guidelines or, to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with Section 312.002(d) of the Act, that this

Agreement should be entered into notwithstanding any such inconsistency, and (b) constitute a major investment that would benefit the Reinvestment Zone and would contribute to the economic development of the County;

**WHEREAS**, on June 3, 2026, pursuant to Sections 312.404 and 312.207 of the Act, this Agreement was approved by affirmative vote of a majority of the members of the Commissioners Court at a regularly scheduled meeting, for which public notice (containing all information required by Section 312.207(c) of the Act) was provided at least thirty 30 days prior, and for which written notice was provided to the presiding officer of the governing body of each other taxing unit in which the property is located pursuant to Section 312.2041;

**NOW, THEREFORE**, for and in consideration of the promises, covenants, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the County and Owner agree as follows:

#### **ARTICLE I. DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“**Act**” is defined in the Recitals.

“**Agreement**” is defined in the Recitals.

“**Commissioners Court**” is defined in the Recitals.

“**County**” is defined in the Recitals.

“**Effective Date**” is defined in the Recitals as June 3, 2026.

“**Expiration Date**” shall mean December 31, 2061.

“**Facilities**” or “**Improvements**” shall mean all real property improvements owned by Owner (or its successors and assigns) and located inside the Reinvestment Zone.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, work stoppages, or incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other substantial causes affecting the area in which the Facility is located, or the Owner’s labor or supply chain, or the availability of services (“**Epidemiological Event**”) that result in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not. If a Party is unable to perform its

obligations under this Agreement due to a Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after occurrence of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred. The Parties acknowledge that as of the Effective Date, the outbreak of COVID-19 (“**COVID-19 Outbreak**”) is an Epidemiological Event, that, notwithstanding the COVID-19 Outbreak, the existing effects of the COVID-19 Outbreak could not have been reasonably anticipated, and that the potential continuing effects of the COVID-19 Outbreak cannot reasonably be anticipated by County or Owner nor be prevented nor overcome, wholly or in part, by the exercise of commercially reasonable diligence by such Party provided, however, the COVID-19 Outbreak is not an excuse from performance of any obligation under this Agreement unless it actually renders a Party unable to perform such obligation in the specific instance. This shall not apply to the Owner’s obligation to make payments in lieu of taxes to the County.

“**Full-Time Equivalent Job**” or “**FTE**” shall mean a job filled by an individual who must work for a period of not less than forty (40) hours per week or if less than forty (40) hours a week, the number of hours per week that Owner represents to be in accordance with its designated full-time employment policy as of the reporting year. A Full-Time Equivalent Job may include the combined hours of two or more continuous part-time jobs where the sum of the regularly scheduled weekly hours for such jobs equals or exceeds forty (40) hours per week. Full-Time Equivalent Jobs shall include newly created employment positions and jobs held by transferred employees from other facilities of Owner or an Owner Affiliate.

“**Guidelines**” is defined in the Recitals.

“**Land**” shall mean any land owned or leased by Owner and located within the Reinvestment Zone as is described and shown on Exhibit “A” attached hereto.

“**Material Obligations**” shall mean Owner’s obligations under Sections 3.4, 3.6, 4.1, 4.2, and 5.5 of this Agreement.

“**New Tangible Personal Property**” shall mean each installation or delivery of Tangible Personal Property installed or located in the Reinvestment Zone for which Owner provides Grimes Central Appraisal District, not more than once each year during the Term, a separate written rendition for such new Tangible Personal Property.

“**Owner**” is defined in the Recitals, and shall include any successors and assigns (including recipients of partial assignments under Section 10.11).

“**Owner Affiliate**” shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, Owner. The term “**control**” shall mean direct or indirect ownership of more than 50% of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause

the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.

“**Premises**” shall mean collectively, the Land and any Improvements located in the Reinvestment Zone.

“**Reinvestment Zone**” is defined in the Recitals.

“**Tangible Personal Property**” shall have the same meaning assigned by Section 1.04 of the Act and shall mean all tangible personal property, equipment, and machinery, inventory and supplies and located at the Premises and owned by Owner on January 1 of a given taxable year. Tangible Personal Property shall not include Freeport Goods or Goods in Transit pursuant to Section 11.251 or 11.253 of the Act if such items qualify for and are allowed exemption from County property taxes in a given year during the Term, and nothing in this Agreement prevents application for such exemptions, if applicable and available.

“**Taxable Value**” shall mean the appraised value of Improvements and Tangible Personal Property as certified by the Grimes Appraisal District, or its successor, as of January 1 of a given year.

## **ARTICLE II. GENERAL PROVISIONS**

2.1 Owner intends to construct, or cause to be constructed, Improvements or Facilities on portions of the land that is in the Reinvestment Zone. This is expected to include semiconductor manufacturing facilities; natural gas fired power plants, and artificial intelligence facilities to be used in conjunction with the manufacturing process.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

2.4 The Premises are not owned or leased by any member of the Commissioners Court.

2.5 Owner shall, on or before May 1, of each calendar year that this Agreement is in effect, certify in writing to the County that it is in compliance with this Agreement.

2.6 The “**Term**” of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

2.7 Owner shall, at its own cost, provide on-site security, fire prevention and response, and emergency medical response services for the Facility. Such services shall be provided solely for the benefit of persons and property located on the Land, and Owner shall have no obligation to provide services to, or respond to incidents occurring outside of, the Land. At or near this emergency response facility, Owner shall also construct an ambulance bay at its own cost that will be used and operated by the County.

2.8 Owner agrees to use commercially reasonable efforts to control water use and promote water re-use at the Facility, and in connection with such efforts, Owner intends to construct on-site wastewater treatment facilities.

2.9 Owner agrees to treat all effluent from the manufacturing process and dispose of sludge or water containing high levels of solids or chemicals as required under Applicable Law.

2.10 Owner shall conduct its operations at the Facility in compliance with all applicable state and federal pollution control laws and regulations. Additionally, hazardous chemicals must be stored, used and disposed of in accordance with Applicable Law.

2.11 Owner intends to use water from Gibbons Creek Reservoir in its operations and does not intend to use groundwater in its operations. If Owner does use groundwater in its operations, it must comply with all Applicable Laws concerning use of such groundwater. Owner shall provide the County with thirty (30) days notice of any application to the Bluebonnet Groundwater Conservation Board for a permit to use groundwater.

2.12 Owner shall use commercially reasonable efforts to design, install, and maintain exterior lighting so that illumination is directed toward the Land or the buildings and does not materially and unreasonably interfere with adjacent properties.

2.13 Owner shall not have a power plant or manufacturing facility constructed within 500 feet of a home, church or school existing as of the date of this Agreement, unless such home, church, or school is acquired by Owner.

2.14 Owner shall use commercially reasonable efforts to operate the Facility in a manner that does not result in material and unreasonable noise impacts on adjacent properties, taking into account the nature of the Facility and customary industry practices.

2.15 In furtherance of Owner's hiring plans, Owner will use commercially reasonable efforts to work with local high schools to create programs that would assist students in being hired for positions at the Facility.

2.16 Once operable, the facilities are expected to be powered by electricity generated by on-site power plant(s) and are not expected to use electricity from the grid.

2.17 As part of Owner's commitment to community engagement and local investment, the Owner agrees to participate in and support community-based nonprofit and charitable initiatives within the County, including local community foundations, educational partnerships, workforce development programs, annual job fair and/or civic organizations. The Owner shall provide, upon request by the County, an annual summary describing its community involvement activities undertaken during the preceding calendar year. Nothing in this section shall be construed to require the Owner to make a specific monetary contribution or to participate in any particular organization or activity as a condition of maintaining the tax abatement granted under this Agreement.

2.18 In furtherance of Owner's commitment to the community, Owner does not intend to support, encourage, advocate for, negotiate for, or otherwise participate in efforts to establish,

extend, construct, relocate, or promote the Texas High Speed Rail as described at [www.texashsr.com/project](http://www.texashsr.com/project).

2.19 Consistent with its other facilities in Texas, Owner intends to maintain aesthetically pleasing buildings and significant vegetative presence around the Premises.

2.20 Owner shall use commercially reasonable efforts to utilize, or cause its contractors to utilize, Separated Building Materials and Labor Contracts as defined in Comptroller Rule 3.291(a)(13) for all taxable building material contracts related to the construction of the Facility or the acquisition and installation of the Tangible Personal Property which equal or exceed the amount of \$100,000 and require that the situs of any sales tax paid and related thereto will be Grimes County, Texas.

### **ARTICLE III. TAX ABATEMENT AUTHORIZED**

3.1 This Agreement is authorized by the Act and in accordance with the County's Guidelines that were approved by resolution of the County no more than two (2) years before the Effective Date of this Agreement.

3.2 Real Property. Subject to the terms and conditions of this Agreement, the County hereby grants Owner an abatement of 100% of County ad valorem taxes on the Taxable Value of any Improvements for ten (10) consecutive years from tax year 2027 through tax year 2036.

3.3 Tangible Personal Property. Subject to the terms and conditions of this Agreement, the County hereby grants Owner an abatement of 100% of County ad valorem taxes on the Taxable Value of the New Tangible Personal Property in each annual rendition of New Tangible Personal Property occurring during the Term of this Agreement. For clarity, the Parties intend for the abatements granted under this Section 3.3 to apply only to New Tangible Personal Property owned by Owner or Owner's successors and assigns. The County will work with the Grimes Central Appraisal District to ensure the Grime Central Appraisal District will assign each new installation, delivery, or location of New Tangible Personal Property an account number separate and apart from any other Tangible Personal Property for appraisal purposes, and establish, if necessary, a mutually acceptable administrative method to allow compliance with this Agreement.

The period of tax abatement for New Tangible Personal Property in each annual rendition shall be for a period of up to ten (10) consecutive years beginning with the calendar year in which such rendition statement of New Tangible Personal Property is filed with the Grimes Central Appraisal District, and ending on the earlier of (a) December 31 of the tenth year of abatement, and (b) the Expiration Date. For the avoidance of doubt, no individual item of Tangible Personal Property will receive more than ten (10) years of abatement.

3.4 Payments in Lieu of Taxes. As consideration for the abatement granted by the County under this Agreement, Owner agrees to make annual payments in lieu of taxes (the "Annual PILOTS") to the County for ten (10) consecutive years beginning with 2027.

(a) The Annual PILOTs required by this Agreement must be paid to the County not later than January 31 of the year following the year to which the Annual PILOT relates. By way of illustration, an Annual PILOT that is due with respect to calendar year 2027 will be due and payable no later than January 31, 2028.

(b) The amount of the Annual PILOT for each year will be equal to the fixed amount in the following table. For the avoidance of doubt, such amounts shall be due regardless of the assessed value of the Improvements and Tangible Personal Property.

YEAR	DUE DATE	AMOUNT
2027	½ due February 1, 2027 and ½ due January 31, 2028	\$20,000,000
2028	January 31, 2029	\$20,000,000
2029	January 31, 2030	\$20,000,000
2030	January 31, 2031	\$20,000,000
2031	January 31, 2032	\$20,000,000
2032	January 31, 2033	\$20,000,000
2033	January 31, 2034	\$20,000,000
2034	January 31, 2035	\$20,000,000
2035	January 31, 2036	\$20,000,000
2036	January 31, 2037	\$20,000,000

(c) The Parties agree that each Annual PILOT will be in lieu of any County property taxes with respect to the Improvements and Tangible Personal Property which would otherwise be owed by Owner to the County for any year during the Term.

3.5 Tax Protest. Nothing in this Agreement shall limit Owner’s right to protest and contest any appraisal or assessment of the Improvements and Tangible Personal Property in accordance with applicable law. However, no protest shall affect the PILOTs or delay their payment.

3.6 Up-Front Payment. Owner shall pay the County a non-refundable up-front payment of \$10,000,000 due within 60 days of the Effective Date.

**ARTICLE IV.  
OBLIGATIONS OF OWNER**

During the Term, Owner shall comply with the following terms and conditions:

4.1 Owner agrees, subject to delays resulting from one or more events of Force Majeure and/or the actions or omissions of the County, to invest a minimum of \$5,000,000,000 (five billion dollars) in the Facilities and/or Tangible Personal Property by December 31, 2030.

4.2 Owner agrees, subject to delays resulting from one or more events of Force Majeure and/or the actions or omissions of the County, to create a minimum of 1,800 Full-Time Equivalent Jobs by December 31, 2035, which shall include the initial Full-Time Equivalent Jobs, as follows:

On or before March 31, 2036, Owner shall provide to the County a report of Full-Time Equivalent Jobs showing the date the position was created and filled. Included in the report, at the County's request, shall be identifiers to show those positions filled by County residents. Owner shall provide periodic updates on hiring progress upon request by the County (not more than once per year).

Hiring preference shall generally be given to qualified applicants that reside in the County or graduates from a school located within the County.

For clarity, the obligations to create, fill and/or maintain Full-Time Equivalent Jobs may be satisfied through the employment of individuals by Owner and/or any Owner Affiliate, so long as the relevant employee is assigned to work at the Facilities, and a Full-Time Equivalent Job will be deemed to have been created and filled for purposes of this Agreement by the transfer of an employee from other facilities of Owner or an Owner Affiliate.

4.3 Failure by Owner to comply with the Minimum Capital Investment Requirements or the Minimum Employment Requirements shall not cause Owner to be in default of this Agreement unless the actual amount invested, or the actual number of Full-Time Equivalent Jobs created by Owner, is less than 90% of the required Minimum Capital Investment Requirements or the Minimum Employment Requirements, respectively, as applicable.

4.4 To show its commitment to the community and that it intends to be a good corporate neighbor, and in recognition of the expense incurred by the County in coming to a mutually acceptable agreement, Owner agrees to reimburse the County for its reasonable attorney's fees and publication costs incurred in negotiation of this Agreement in a fixed fee amount of \$35,000.

**ARTICLE V.  
IMPROVEMENTS**

5.1 Owner intends to construct or cause to be constructed Improvements on portions of the Premises that are in the Reinvestment Zone and to locate Tangible Personal Property at such Improvements. Nothing in this Agreement shall obligate Owner to construct the Improvements on the Premises or to locate Tangible Personal Property thereat, but said actions are conditions precedent to tax abatement pursuant to this Agreement.

5.2 Owner agrees to maintain the Improvements during the Term of this Agreement in accordance with all applicable state and local laws, codes, and regulations in all material respects, or shall diligently pursue the cure of any material non-compliance.

5.3 The County, its agents and employees shall have the right of access to the Premises during and following construction to inspect the Improvements at reasonable times and with reasonable notice to Owner (at least 7 days' advanced notice), and in accordance with visitor access and security policies of the Owner, in order to ensure that the construction of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof), subject to Owner's reasonable security and confidentiality requirements.

5.4 As part of its certificate of compliance due under Section 2.5 of this Agreement, upon request of the County, Owner shall provide the County with sufficient documentation evidencing that Owner has satisfied its Minimum Capital Investment and Minimum Employment Requirements, and such documentation shall be subject to Owner's reasonable security and confidentiality requirements.

5.5 Owner may not sell or assign any part of the Facility to an entity that is fully exempt from property taxation.

**ARTICLE VI.  
DEFAULT: RECAPTURE OF TAX REVENUE**

6.1 If Owner fails to comply with its Material Obligations under this Agreement and does not cure such failure within the notice and cure periods described in Section 6.2, then Owner shall be in default of this Agreement. As liquidated damages in the event of such default, the Owner shall, within 30 days after demand, pay to the County all taxes with respect to the three (3) tax years directly preceding the date of the notice of default which otherwise would have been paid by the Owner to the County without the benefit of the tax abatement under this Agreement (for the avoidance of doubt, net any Annual PILOTs paid), plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Act, as amended, but without penalties.

For clarity, it is understood and agreed by the Parties that if a particular action is to be performed by a certain date, and such action is not performed by the required date in the first instance but is then performed before the end of the applicable cure period, then the action shall be deemed to have been performed on time in the first instance, with no effect given to the initial delay.

The Parties acknowledge that actual damages in the event of default and termination by the County would be speculative and difficult to determine. The Parties further agree that the amount of abated tax, including interest, as a result of this Agreement, shall, in accordance with the above provisions of this Section 6.1, be recoverable against the Owner, its successors and assigns and shall constitute a tax lien against the Premises, and shall become due, owing, and shall be paid to the County within thirty (30) days after notice of termination.

6.2 Upon breach by a Party of any of the obligation under this Agreement, the non-breaching Party shall notify the breaching Party in writing and by email, and the breaching Party

shall have ninety (90) days from receipt of the notice in which to cure any such breach. If the breach cannot reasonably be cured within such 90-day period, and the breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such breach, then the breaching Party will have such additional amount of time as is reasonably necessary to cure such breach. Only 30 days notice is required for the Owner's breach of its obligation to timely pay PILOTS.

Periods described above for curing a delinquency or violation shall toll, and shall not be considered for any purpose as having run, beginning upon the day Owner files a petition in district court in Grimes County, Texas to determine whether a delinquency or violation has in fact occurred under this Agreement and/or to determine whether any attempt to cure has been sufficient, and ending upon the issuance of a final court decision or other final resolution of such court proceeding. No action will lie for damages by either Party (beyond the foregoing amounts owed to the County under Section 6.1), including punitive damages, and no special or consequential damages will be recovered by either Party.

6.3 If the Owner fails to cure a default of a Material Obligation under Section 6.1 within the time period specified in Section 6.2, as such time period may be extended, the County, at its sole option, shall have the right to terminate this Agreement by providing written notice to the Owner.

Upon termination of this Agreement by County, the amount of liquidated damages set forth in Section 6.1, shall become a debt to the County as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The County shall have all remedies for the collection of such amount described in Section 6.1 as provided generally in the Act for the collection of delinquent property tax, but without penalties. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the Improvements and Tangible Personal Property without tax abatement for the applicable years for which recapture is required as set forth above and in which tax abatement hereunder was received by the Owner, as determined by the Grimes Appraisal District, multiplied by the tax rate of the years in question, as calculated by the Grimes County Tax Assessor or Collector, net any Annual PILOTS paid by Owner. The liquidated damages shall incur interest as provided for delinquent taxes and shall commence to accrue after expiration of the thirty-day payment period.

6.4 Notwithstanding anything to the contrary herein, if Owner is alleged to breach Section 5.5 of this Agreement, Owner shall have the opportunity pursuant to this Article VI to show that it has not in-fact breached Section 5.5 (including through judicial review); however, if it is ultimately determined that Owner breached Section 5.5, then such default shall not be curable.

## **ARTICLE VII. ANNUAL APPLICATION FOR TAX EXEMPTION**

It shall be the responsibility of the Owner, pursuant to Section 11.43 of the Act, as amended, to file, **on or before April 30**, an annual exemption application form for the Improvements and Tangible Personal Property with the Grimes County Chief Appraiser. A copy of the respective exemption application shall be submitted to the County upon request.

**ARTICLE VIII.  
ANNUAL RENDITION**

The Owner shall annually render the value of the Tangible Personal Property to the Grimes Appraisal District as required by law and shall provide a copy of the same to the County upon written request.

**ARTICLE IX  
ROAD USE AGREEMENT**

The Parties have entered into a separate Road Use Agreement, pursuant to which Owner shall be responsible to the County for repairing any material damage caused in connection with construction of the Facilities. The Road Use Agreement is attached hereto as Exhibit "B".

**ARTICLE X  
MISCELLANEOUS**

10.1 Notice. Any notice required or permitted to be delivered hereunder shall be delivered both by email correspondence at the email addresses set forth below as well as by hard copy (United States Mail, postage prepaid, certified mail, return receipt requested) at the addresses set forth below, or such other address as is designated by the applicable Party from time to time.

If intended for County, to:

Grimes County, Texas  
270 FM 149 W  
Anderson, Texas 77830  
Attn: County Judge  
[joe.fauth@grimescountytexas.gov](mailto:joe.fauth@grimescountytexas.gov)  
Attn: County Attorney  
[Megan.barcak@grimescountytexas.gov](mailto:Megan.barcak@grimescountytexas.gov)

With required copy to:

Mike Dixon  
Haley & Olson  
100 N. Ritchie Road, Suite 200  
Waco, Texas 76712  
[mdixon@haleyolson.com](mailto:mdixon@haleyolson.com)

If intended for Owner, to:

J. Ryan Simpson  
Manager, Property Tax  
1 Rocket Road  
Hawthorne, CA 90250  
310.806.5862

james.simpson@spacex.com

Jane Hasselberg  
Director, Indirect Tax  
1 Rocket Road  
Hawthorne, CA 90250  
310.806.5862  
jane.hasselberg@spacex.com

Ben Lancaster  
Sr. Manager, Texas Government Affairs  
858 FM 1209  
Bastrop, TX 78602  
512.550.1229  
Benjamin.Lancaster@spacex.com

With required copy to:

Bucky Brannen  
Bracewell LLP  
1445 Ross Avenue, Suite 3800  
Dallas, Texas 75202  
214.758.1011  
[bucky.brannen@bracewell.com](mailto:bucky.brannen@bracewell.com)

10.2 Insurance. The Facility shall be kept fully insured by the Owner in accordance with commercially reasonable standards.

10.3 Future Expansion. Nothing herein is a representation or commitment with regard to any future expansion in another reinvestment zone.

10.4 Authorization. This Agreement was authorized by order of the Grimes County Commissioners at a meeting authorizing the County Judge to execute this Agreement on behalf of the County.

10.5 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal, unconstitutional or unenforceable, such invalidity, illegality, unconstitutionality or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is held to be invalid, illegal, unconstitutional or unenforceable, a provision will be added to this Agreement which is valid, legal, constitutional and enforceable and is as similar in terms as possible to the provision held to be invalid, illegal, unconstitutional or unenforceable.

10.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement

shall be the State District Court of Grimes County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This Agreement may be executed in facsimile or electronically transmitted portable document format (“PDF”) or by electronic means, and such signatures shall have the same force of law as one executed and witnessed by the Parties in person.

10.8 Entire Agreement. This Agreement is the entire agreement of the Parties with respect to the tax abatements provided for hereunder. This Agreement cannot be modified without written agreement of the Parties.

10.9 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

10.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

10.11 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Owner may assign this Agreement in full or in part to any Owner Affiliate upon written notice to the County (which assignment will not require County consent). Owner may assign this Agreement in full or in part to other entities; provided, however, that no such assignment shall be effective without the County’s prior written consent, which consent shall not be unreasonably withheld. Owner shall provide to County a copy of the proposed written assignment that provides for the assignee, in the case of a full assignment, to assume all rights and obligations of Owner set forth in this Agreement.

10.12 Employment of Undocumented Workers. During the Term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Owner shall repay the taxes abated herein, and any other funds received by the Owner from the County as of the date of such violation within 120 days after the date the Owner is notified by the County of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Owner is not liable for a violation of this Section 11.3 by a subsidiary, affiliate (Owner Affiliate), or franchisee of Owner or by a person with whom Owner contracts. Owner hereby verifies in accordance with the requirements of Chapters 2271 and 2274 of the Texas Government Code and subject to applicable law that Owner will not Boycott Israel, does not and will not Boycott Energy Companies, and does not and will not Discriminate Against Firearm Entities or Firearm Trade Associations, as such capitalized terms are defined in such chapters of the Texas Government Code and subject to the provisions of such chapters of the Texas Government Code.

10.13 Termination by Owner. Owner shall have the right, at any time and for any reason, to terminate this Agreement upon 30 days’ written notice to the County.

Upon the date of termination (i) all prospective obligations of Owner under this Agreement shall immediately cease, (ii) any prospective tax abatement benefits under this Agreement shall terminate, and (iii) Owner shall remain responsible only for PILOT payments for years that commenced prior to the date of termination AND shall repay abated taxes for a period not to exceed three (3) years (net PILOTs). Notwithstanding the above, if Owner terminates this Agreement prior to June 1, 2027, Owner shall not be responsible for the PILOT applicable to 2027.

Owner's exercise of its termination rights under this Section 10.13 shall not constitute a default or breach of this Agreement, nor shall it give rise to any claims for damages, penalties, or recapture of property tax abated under this Agreement, except as otherwise expressly provided elsewhere in this Section 10.13.

10.14 Sovereign Immunity. Except as such waiver may otherwise be specifically provided for to the contrary under Texas statutes or controlling case law, the County does not waive any statutory or common law right to sovereign immunity by virtue of execution hereof.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the 3rd day of June 2026.

OWNER:

Space Exploration Technologies Corp.

By: \_\_\_\_\_

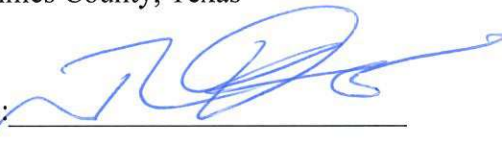
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY:

Grimes County, Texas

By:  \_\_\_\_\_

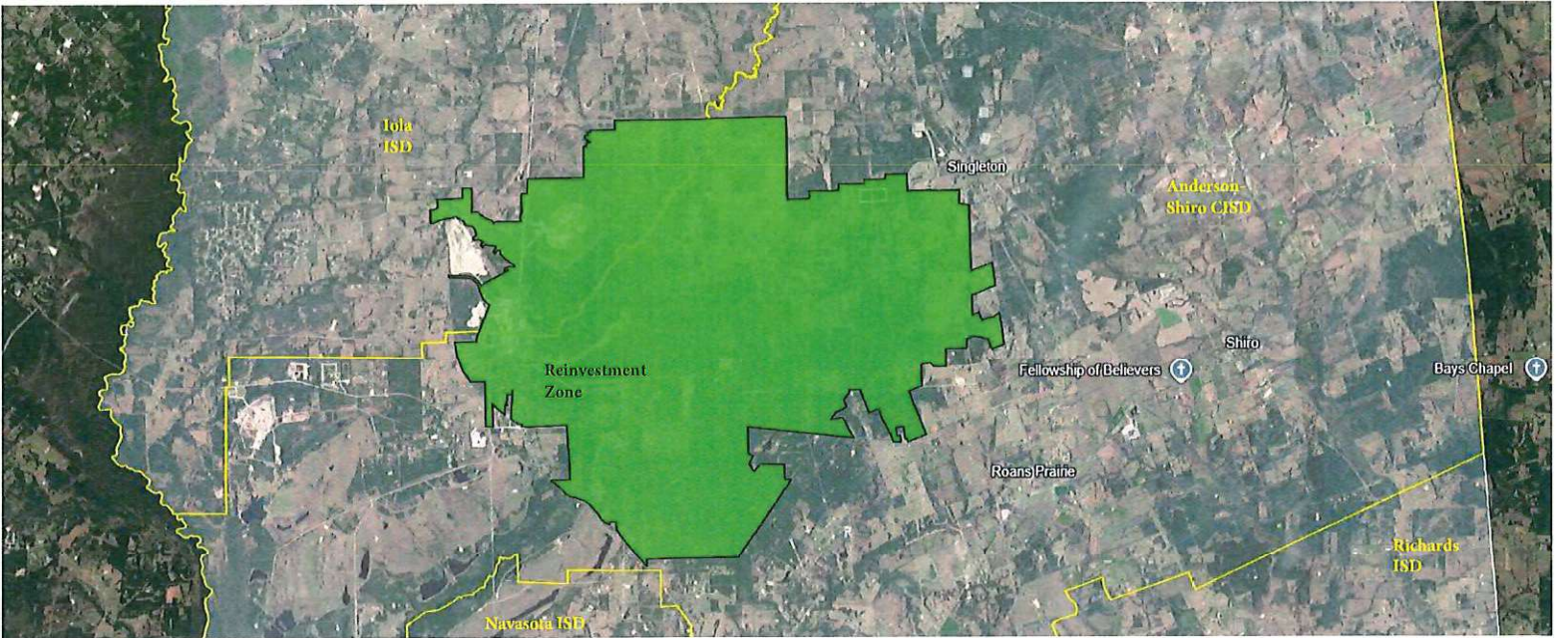
Joe Fauth III, County Judge

Date: 6-3-2026

**Attest:**

By: Barbara Kurnick

**EXHIBIT A**  
**Reinvestment Zone**



Property ID	Account No.	Legal Description	Situs Address	2026 Assessed Value	Acreage
R11032	15-000-0130	A0015 WM FITZGIBBONS, TRACT 13, ACRES 1987.1, ALSO IN A-15, A-275, A- 223, A506, A-470	Gibbons Creek Rd, Anderson, TX 77830	\$5,187,780.00	1,987.1000
R16937	223-000- 0660	A0223 P GOODBREAD, TRACT 66, ACRES 1847, ALSO IN A- 15, A-312, A-471, A-312 (NORTH PART OF LAKE IOLA ISD)	12824 Gibbons Creek Rd, Anderson, TX 77830	\$7,609,630.00	1,847.0000
R16920	223-000- 0240	A0223 P GOODBREAD, TRACT 24, ACRES 9.59	Hwy 30 Anderson, TX 77830	\$117.00	9.5900
R18466	367-000- 0170	A0367 P B O'CONNOR, TRACT 17, ACRES 4.857	9791 Hwy 30 Anderson, TX 77830	\$1,628,260.00	4.8570
R16912	223-000- 0180	A0223 P GOODBREAD, TRACT 18, ACRES 50.00	<i>Not Available</i>	\$3,440.00	50.0000
R16665	214-000- 0065	A0214 M FRAZIER, TRACT 6-5, ACRES 50	7616 Rambling Ln, Anderson, TX 77830	\$182,270.00	50.0000
R16659	214-000- 0020	A0214 M FRAZIER, TRACT 2, ACRES 10.41	7464 Rambling Ln, Anderson, TX 77830	\$487,280.00	10.4100

R16668	214-000-0090	A0214 M FRAZIER, TRACT 9, ACRES 6.875	Rambling Ln, Anderson, TX 77830	\$1,320.00	6.8750
R76849	367-000-0181	A0367 P B O'CONNOR, TRACT 18-1, ACRES 80	Hwy 30 Anderson, TX 77830	\$6,000.00	80.0000
R19685	470-000-0010	A0470 WM WALKER, TRACT 1, ACRES 165.47	<i>Not Available</i>	\$10,450.00	165.4700
R16748	219-000-0061	A0219 GEO GALASPY, TRACT 6-1, ACRES 94.592	11341 Hwy 30 Anderson, TX 77830	\$65,500.00	94.5920
R61586	219-000-0042	A0219 GEO GALASPY, TRACT 4-2, ACRES 53.732	Hwy 30 Anderson, TX 77830	\$12,200.00	53.7320
R68877	412-000-0026	A0412 B F SMITH, TRACT 2-6, ACRES 1.92	<i>Not Available</i>	\$100.00	1.9200
R68016	412-000-0025	A0412 B F SMITH, TRACT 2-5, ACRES 240.769	8792 Timberwolf Trl, Anderson, TX 77830	\$20,200.00	240.7690
R15270	67-000-0080	A0067 B F ARNOLD, TRACT 8, ACRES 5.00	CR 176 Bedias, TX 77831	\$380.00	5.0000
R64193	320-000-0141	A0320 WM MC COY, TRACT 14-1, ACRES 57	<i>Not Available</i>	\$711,360.00	57.0000
R11035	15-000-0075	A0015 WM FITZGIBBONS, TRACT 7-5, ACRES 10	6787 CR 176 Bedias, TX 77831	\$1,010.00	10.0000

R11031	15-000-0120	A0015 WM FITZGIBBONS, TRACT 12, ACRES 8	<i>Not Available</i>	\$810.00	8.0000
R18984	408-000- 0040	A0408 U SANDERS, TRACT 4, ACRES 194.747	FM 244 Anderson, TX 77860	\$166,140	194.7470
R18986	408-000- 0060	A0408 U SANDERS, TRACT 6, ACRES 722.85	<i>Not Available</i>	\$50,530	722.8500
R18988	408-000- 0090	A0408 U SANDERS, TRACT 9, ACRES 7.50	<i>Not Available</i>	\$440	7.5000
R18979	408-000- 0011	A0408 U SANDERS, TRACT 1-1, ACRES 30.71	FM 244 Anderson, TX 77830	\$1,950	30.7100
R18978	408-000- 0010	A0408 U SANDERS, TRACT 1, ACRES 130.78	FM 244 Anderson, TX 77830	\$166,420	130.7800
R40130	408-000- 0051	A0408 U SANDERS, TRACT 5-1, ACRES 20.252	FM 244 Anderson, TX 77830	\$406,120	20.2520
R79143	393-000- 0164	A0408 U SANDERS, TRACT 5-3, ACRES 7.12	FM 244 Anderson, TX 77830	\$410	7.1200
R72676	393-000- 0165	A0393 HW RAGLIN, TRACT 16-5, ACRES 70	<i>Not Available</i>	\$4,060	70.0000

R18854	393-000-0160	A0393 H W RAGLIN, TRACT 16, ACRES 697.267, (PARTLY IN A-408)	7254 FM 244 Anderson, TX 77830	\$102,690	697.2670
R77314	367-000-0183	A0367 P B O'CONNOR, TRACT 18-3, ACRES 85.66	Hwy 30 Anderson, TX 77830	\$8,650	85.6600
R18467	367-000-0180	A0367 P B O'CONNOR, TRACT 18, ACRES 163.176	9404 Hwy 30 Anderson, TX 77830	\$177,940	163.1760
R77167	367-000-0182	A0367 P B O'CONNOR, TRACT 18-2, ACRES 183.21	Hwy 30 Anderson, TX 77830	\$14,500	183.2100
R18465	367-000-0150	A0367 P B O'CONNOR, TRACT 15, ACRES 25.00	Hwy 30 Anderson, TX 77830	\$2,530	25.0000
R53301	367-000-0115	A0367 P B O'CONNOR, TRACT 11-5, ACRES 5.64	10516 Hwy 30 Anderson, TX 77830	\$367,740	5.6400
R18458	367-000-0071	A0367 P B O'CONNOR, TRACT 7-1, ACRES 456.61	7941 Rambling Ln Anderson, TX 77830	\$386,410	456.6100
R18463	367-000-0110	A0367 P B O'CONNOR, TRACT 11, ACRES 20.57	Hwy 30 Anderson, TX 77830	\$9,970	20.5700
R18469	367-000-0200	A0367 P B O'CONNOR, TRACT 20, ACRES 32.00	<i>Not Available</i>	\$1,860	32.0000

R16662	214-000-0040	A0214 M FRAZIER, TRACT 4, ACRES 18.00	<i>Not Available</i>	\$1,040	18.0000
R16663	214-000-0050	A0214 M FRAZIER, TRACT 5, ACRES 50.00	<i>Not Available</i>	\$2,900	50.0000
R72935	214-000-0095	A0214 M FRAZIER, TRACT 9-5, ACRES 428.635	Hwy 30 Anderson, TX 77830	\$102,440	428.6350
R76979	223-000-0668	A0223 P GOODBREAD, TRACT 66-8, ACRES 483.798	12824 FM 244 Iola, TX 77861	\$1,931,030	483.7980
R78357	223-000-0667	A0223 P GOODBREAD, TRACT 66-7, ACRES 97.866	FM 244 Iola, TX 77861	\$261,880	97.8660
R76980	223-000-0666	A0223 P GOODBREAD, TRACT 66-6, ACRES 144, (TRACT 2A)	FM 244 Iola, TX 77861	\$145,580	144.0000
R76977	223-000-0669	A0223 P GOODBREAD, TRACT 66-9, ACRES 88.6, (TRACT 4)	FM 244 Iola, TX 77861	\$1,744,060	88.6000
R78356	223-000-0665	A0223 P GOODBREAD, TRACT 66-5, ACRES 18.06, (STRIP)	FM 244 Iola, TX 77861	\$1,820	18.0600
R16899	223-000-0040	A0223 P GOODBREAD, TRACT 4, ACRES 372.23	FM 244 Anderson, TX 77830	\$25,890	372.2300

R16926	223-000-0360	A0223 P GOODBREAD, TRACT 36, ACRES 15.43	10452 FM 244 Anderson, TX 77830	\$75,870	15.4300
R16900	223-000-0050	A0223 P GOODBREAD, TRACT 5, ACRES 19.196	7529 HWY 30 Anderson, TX 77830	\$392,420	19.1960
R16917	223-000-0221	A0223 P GOODBREAD, TRACT 22-1, ACRES 3.961	8618 CR 171 Anderson, TX 77830	\$660,690	3.9610
R16916	223-000-0220	A0223 P GOODBREAD, TRACT 22, ACRES 3.961	8618 CR 171 Anderson, TX 77830	\$149,950	3.9610
R75487	223-000-0047	A0223 P GOODBREAD, TRACT 4-7, ACRES 9.5	8952 Gibbons Creek Rd Anderson, TX 77830	\$710	9.5000
R71038	223-000-0045	A0223 P GOODBREAD, TRACT 4-5, ACRES 1	8952 Gibbons Creek Rd Anderson, TX 77830	\$560,310	1.0000
R59865	223-000-0041	A0223 P GOODBREAD, TRACT 4-1, ACRES 87.66	9028 Gibbons Creed Rd Anderson, TX 77830	\$381,380	87.6600
R35755	223-000-0025	A0223 P GOODBREAD, TRACT 2-5, ACRES 43.7735	Hwy 30 Anderson, TX 77830	\$27,170	43.7735
R16895	223-000-0020	A0223 P GOODBREAD, TRACT 2, ACRES 41.8896	7729 Hwy 30 Anderson, TX 77830	\$486,700	41.8896

R16934	223-000-0510	A0223 P GOODBREAD, TRACT 51, ACRES 97.0987	7873 Hwy 30 Anderson, TX 77830	\$892,670	97.0987
R16898	223-000-0030	A0223 P GOODBREAD, TRACT 3, ACRES 29.913	<i>Not Available</i>	\$324,570	29.9130
R16906	223-000-0110	A0223 P GOODBREAD, TRACT 11, ACRES 52.995	<i>Not Available</i>	\$3,160	52.9950
R72276	223-000-0112	A0223 P GOODBREAD, TRACT 11-2, ACRES 53.07	CR 171 Anderson, TX 77830	\$3,250	53.0700
R16928	223-000-0400	A0223 P GOODBREAD, TRACT 40, ACRES 55.2	8537 Berger Easement Anderson, TX 77830	\$1,468	55.2000
R58461	223-000-0241	A0223 P GOODBREAD, TRACT 24-1, ACRES 9.59	Hwy 30 Anderson, TX 77830	\$690	9.5900
R16929	223-000-0401	A0223 P GOODBREAD, TRACT 40-1, ACRES 9.60	8531 Berger Easement Anderson, TX 77830	\$72,600	9.6000
R68306	91-000-0025	A0091 WM BERRYMAN, TRACT 2-5, ACRES 2.759	Hwy 30 Anderson, TX 77830	\$264,260	2.7590
R16925	223-000-0300	A0223 P GOODBREAD, TRACT 30, ACRES 45.60	Berger Easement Anderson, TX 77830	\$2,640	45.6000
R16903	223-000-0080	A0223 P GOODBREAD, TRACT 8, ACRES 44.86	Berger Easement Anderson, TX 77830	\$4,630	44.8600

R16922	223-000-0260	A0223 P GOODBREAD, TRACT 26, ACRES 17.18	8851 Berger Easement Anderson, TX 77830	\$57,330	17.1800
R16908	223-000-0140	A0223 P GOODBREAD, TRACT 14, ACRES 34.37	Berger Easement Anderson, TX 77830	\$1,990	34.3700
R16910	223-000-0160	A0223 P GOODBREAD, TRACT 16, ACRES 7.25	8991 Berger Easement Anderson, TX 77830	\$411,430	7.2500
R16911	223-000-0170	A0223 P GOODBREAD, TRACT 17, ACRES 7.25	8999 Berger Easement Anderson, TX 77830	\$184,900	7.2500
R16927	223-000-0390	A0223 P GOODBREAD, TRACT 39, ACRES 7.24	9041 Berger Easement Anderson, TX 77830	\$183,700	7.2400
R16921	223-000-0250	A0223 P GOODBREAD, TRACT 25, ACRES 14.50	9107 Berger Easement Anderson, TX 77830	\$257,190	14.5000
R15521	91-000-0020	A0091 WM BERRYMAN, TRACT 2, ACRES 42.681	Hwy 30 Anderson, TX 77830	\$37,070	42.6810
R15525	91-000-0070	A0091 WM BERRYMAN, TRACT 7, ACRES 377.863	9791 SH 30 Anderson, TX 77830	\$395,050	377.8630
R54983	367-000-0175	A0367 P B O'CONNOR, TRACT 17-5, ACRES 9.998	9471 Hwy 30 Anderson, TX 77830	\$359,930	9.9980

R15527	91-000-0080	A0091 WM BERRYMAN, TRACT 8, ACRES 7.4655, (ALSO PARTLY IN A-367)	Hwy 30 Anderson, TX 77830	\$430	7.4655
R39002	91-000-0090	A0091 WM BERRYMAN, TRACT 9, ACRES 10.17	<i>Not Available</i>	\$1,110	10.1700
R73484	367-000-0125	A0367 P B O'CONNOR, TRACT 12-5, ACRES 29.08, (ALSO PARTLY IN A-91)	Hwy 30 Anderson, TX 77830	\$2,940	29.0800
R63072	367-000-0123	A0367 P B O'CONNOR, TRACT 12-3, ACRES 24, (ALSO PARTLY IN A-91)	10191 Hwy 30 Anderson, TX 77830	\$2,420	24.0000
R18468	91-000-0100	A0091 WM BERRYMAN, TRACT 10, ACRES 1	10191 Hwy 30 Anderson, TX 77830	\$787,310	1.0000
R18464	367-000-0120	A0367 P B O'CONNOR, TRACT 12, ACRES 118.509	Hwy 30 Anderson, TX 77830	\$11,970	118.5090
R20058	506-000-0010	A0506 G SIDDALL, TRACT 1, ACRES 249.73	<i>Not Available</i>	\$14,480	249.7300
R20059	506-000-0020	A0506 G SIDDALL, TRACT 2, ACRES 73.24, (RITZ CABIN)	9657 Timberwolf Trl Anderson, TX 77830	\$91,320	73.2400

R63073	412-000-0022	A0412 B F SMITH, TRACT 2-2, ACRES 305.61, (CHEN TRACT)	8733 Timberwolf Trl Anderson, TX 77830	\$148,490	305.6100
R61210	275-000-0012	A0275 H&TC RR, TRACT 1-2, ACRES 134.5, (RITZ TRACT)	9657 Timberwolf Trl Anderson, TX 77830	\$7,260	134.5000
R78739	412-000-0029	A0412 B F SMITH, TRACT 2-9, ACRES 376.42, (SPEED TRACT)	Timberwolf Trl Anderson, TX 77830	\$53,720	376.4200
R71899	412-000-0021	A0412 B F SMITH, TRACT 2-1, ACRES 40	10965 Timberwolf Trl Anderson, TX 77830	\$403,880	40.0000
R71900	515-000-0020	A0515 R D PARKER, TRACT 2, ACRES 27.63	8343 Timberwolf Trl Anderson, TX 77830	\$228,660	27.6300
R69720	412-000-0027	A0412 B F SMITH, TRACT 2-7, ACRES 26.63	<i>Not Available</i>	\$1,440	26.6300
R76053	412-000-0028	A0412 B F SMITH, TRACT 2-8, ACRES 43.47	Timberwolf Trl Anderson, TX 77830	\$2,350	43.4700
R70995	219-000-0011	A0219 GEO GALASPY, TRACT 1-1, ACRES 15.94	Hwy 30 Anderson, TX 77830	\$3,620	15.9400
R70996	219-000-0012	A0219 GEO GALASPY, TRACT 1-2, ACRES 15.94	<i>Not Available</i>	\$3,620	15.9400

R70997	219-000-0013	A0219 GEO GALASPY, TRACT 1-3, ACRES 15.94	<i>Not Available</i>	\$3,620	15.9400
R16742	219-000-0010	A0219 GEO GALASPY, TRACT 1, ACRES 15.94	11119 Hwy 30 Anderson, TX 77830	\$94,260	15.9400
R70999	219-000-0015	A0219 GEO GALASPY, TRACT 1-5, ACRES 15.94	<i>Not Available</i>	\$3,620	15.9400
R70998	219-000-0014	A0219 GEO GALASPY, TRACT 1-4, ACRES 15.94	<i>Not Available</i>	\$3,620	15.9400
R16752	219-000-0130	A0219 GEO GALASPY, TRACT 13, ACRES 4.249	11319 Hwy 30 Anderson, TX 77830	\$421,768	4.2490
R16747	219-000-0060	A0219 GEO GALASPY, TRACT 6, ACRES 2.03	11401 Hwy 30 Anderson, TX 77830	\$234,580	2.0300
R68015	412-000-0024	A0412 B F SMITH, TRACT 2-4, ACRES 371.31	<i>Not Available</i>	\$90,100	371.3100
R61793	412-000-0023	A0412 B F SMITH, TRACT 2-3, ACRES 90.18	<i>Not Available</i>	\$4,870	90.1800
R16743	219-000-0140	A0219 GEO GALASPY, TRACT 2, ACRES 50.41	Hwy 30 Anderson, TX 77830	\$10,720	50.4100
R16751	219-000-0100	A0219 GEO GALASPY, TRACT 10, ACRES 106.918	Hwy 30 Anderson, TX 77830	\$242,940	106.9180

R65906	190-000-0071	A0190 C O EDWARDS, TRACT 7-1, ACRES 56.695	Hwy 30 Anderson, TX 77830	\$12,870	56.6950
R16745	219-000-0040	A0219 GEO GALASPY, TRACT 4, ACRES 81.758	Hwy 30 Anderson, TX 77830	\$18,560	81.7580
R20083	517-000-0010	A0517 L B DANFORD, TRACT 1, ACRES 4.74	<i>Not Available</i>	\$1,080	4.7400
R16223	188-000-0040	A0188 A EDSON, TRACT 4, ACRES 104.78	<i>Not Available</i>	\$23,790	104.7800
R16220	188-000-0010	A0188 A EDSON, TRACT 1, ACRES 1300.82	CR 177 Bédias, TX 77831	\$213,850	1,300.8200
R15851	145-000-0130	A0145 BBB & CRR, TRACT 13, ACRES 160	Hwy 30 Anderson, TX 77830	\$35,760	160.0000
R17888	310-000-0010	A0310 R LOWE, TRACT 1, ACRES 123.869	Hwy 30 Anderson, TX 77830	\$27,240	123.8690
R16228	188-000-0090	A0188 A EDSON, TRACT 9, ACRES 40	<i>Not Available</i>	\$27,540	40.0000
R16229	188-000-0091	A0188 A EDSON, TRACT 9-1, ACRES 1	<i>Not Available</i>	\$173,840	1.0000
R35400	188-000-0093	A0188 A EDSON, TRACT 9-3, ACRES 58.00	9118 Hazy Hollow Ln Anderson, TX 77830	\$58,420	58.0000

R18243	334-000-0014	A0334 J C MASSEY, TRACT 1-4, ACRES 164.16	<i>Not Available</i>	\$37,830	164.1600
R19751	472-000-0140	A0472 B WHITE, TRACT 14, ACRES 431.28	10735 Hwy 90 N, Bedias, TX 77831	\$596,530	431.2800
R11026	15-000-0060	A0015 WM FITZGIBBONS, TRACT 6, ACRES 50.15	<i>Not Available</i>	\$3,270	50.1500
R11030	15-000-0110	A0015 WM FITZGIBBONS, TRACT 11, ACRES 73.3	<i>Not Available</i>	\$30,130	73.3000
R11036	15-000-0190	A0015 WM FITZGIBBONS, TRACT 19, ACRES 92.3	<i>Not Available</i>	\$14,310	92.3000
R11028	15-000-0080	A0015 WM FITZGIBBONS, TRACT 8, ACRES 94.25	<i>Not Available</i>	\$5,460	94.2500
R74051	15-000-0206	A0015 WM FITZGIBBONS, TRACT 20-6, ACRES 17.07	<i>Not Available</i>	\$1,280	17.0700
R19038	412-000-0010	A0412 B F SMITH, TRACT 1, ACRES 15	CR 177 Bedias, TX 77831	\$1,040	15.0000
R11024	15-000-0040	A0015 WM FITZGIBBONS, TRACT 4, ACRES 66.76	CR 177 Bedias, TX 77831	\$5,160	66.7600
R65800	320-000-0230	A0320 WM MC COY, TRACT 23, ACRES 62.18	Trails End Ln Bedias, TX 77831	\$32,440	62.1800

R65801	320-000-0231	A0320 WM MC COY, TRACT 23-1, ACRES 62.18	CR 177 Bedias, TX 77831	\$4,660	62.1800
R18063	320-000-0060	A0320 WM MC COY, TRACT 6, ACRES 81.80	CR 177 Bedias, TX 77831	\$4,420	81.8000
R18066	320-000-0100	A0320 WM MC COY, TRACT 10, ACRES 8.50	CR 177 Bedias, TX 77831	\$490	8.5000
R18073	320-000-0190	A0320 WM MC COY, TRACT 19, ACRES 12.764	CR 177 Bedias, TX 77831	\$740	12.7640
R18070	320-000-0145	A0320 WM MC COY, TRACT 14-5, ACRES 117.00	2824 CR 177 Bedias, TX 77831	\$1,063,530	117.0000
R15272	67-000-0090	A0067 B F ARNOLD, TRACT 9, ACRES 248	CR 177 Bedias, TX 77831	\$9,950	248.0000
R15266	67-000-0010	A0067 B F ARNOLD, TRACT 1, ACRES 70	<i>Not Available</i>	\$808,500	70.0000
R11025	15-000-0050	A0015 WM FITZGIBBONS, TRACT 5, ACRES 305.83	<i>Not Available</i>	\$26,570	305.8300
R11029	15-000-0100	A0015 WM FITZGIBBONS, TRACT 10, ACRES 105.6	<i>Not Available</i>	\$6,870	105.6000
R11023	15-000-0030	A0015 WM FITZGIBBONS, TRACT 3, ACRES 106.57	12265 Trails End Ln Bedias, TX 77831	\$340,890	106.5700

R11033	15-000-0160	A0015 WM FITZGIBBONS, TRACT 16, ACRES 31.35	<i>Not Available</i>	\$1,820	31.3500
R76745	15-000-0161	A0015 WM FITZGIBBONS, TRACT 16-1, ACRES 2	12783 Perry Ranch Rd Bedias, TX 77831	\$47,040	2.0000
R11037	15-000-0200	A0015 WM FITZGIBBONS, TRACT 20, ACRES 34.14	12353 Perry Ranch Rd Bedias, TX 77831	\$16,282	34.1400
R74050	15-000-0203	A0015 WM FITZGIBBONS, TRACT 20-3, ACRES 34.14	12275 Perry Ranch Rd Bedias, TX 77831	\$101,520	34.1400
R74101	15-000-0208	A0015 WM FITZGIBBONS, TRACT 20-8, ACRES 17.07	12269 Perry Ranch Rd Bedias, TX 77831	\$343,500	17.0700
R78508	15-000-0042	A0015 WM FITZGIBBONS, TRACT 4-2, ACRES 68.24	CR 177 Bedias, TX 77831	\$5,120	68.2400
R65799	320-000- 0229	A0320 WM MC COY, TRACT 22-9, ACRES 41.45	Trails End Ln Bedias, TX 77831	\$3,110	41.4500
R65798	320-000- 0228	A0320 WM MC COY, TRACT 22-8, ACRES 41.45	Trails End Ln Bedias, TX 77831	\$3,110	41.4500
R65797	320-000- 0227	A0320 WM MC COY, TRACT 22-7, ACRES 41.45	Trails End Ln Bedias, TX 77831	\$3,110	41.4500
R18068	320-000- 0120	A0320 WM MC COY, TRACT 12, ACRES 300.00	CR 176 Bedias, TX 77831	\$20,410	300.0000

R18060	320-000-0020	A0320 WM MC COY, TRACT 2, ACRES 50.00	CR 176 Bedias, TX 77831	\$2,900	50.0000
R11022	15-000-0020	A0015 WM FITZGIBBONS, TRACT 2, ACRES 214.6	6663 CR 176 Bedias, TX 77831	\$75,530	214.6000
R11020	15-000-0010	A0015 WM FITZGIBBONS, TRACT 1, ACRES 1006.24	7354 CR 176 Bedias, TX 77831	\$48,975	1,006.2400
R18076	320-000-0210	A0320 WM MC COY, TRACT 21, ACRES 54.048	CR 176 Bedias, TX 77831	\$11,530	54.0480
R18065	320-000-0091	A0320 WM MC COY, TRACT 9-1, ACRES 49.769	CR 176 Bedias, TX 77831	\$11,300	49.7690
R18064	320-000-0090	A0320 WM MC COY, TRACT 9, ACRES 50.19	CR 176 Bedias, TX 77831	\$2,710	50.1900
R18078	320-000-0240	A0320 WM MC COY, TRACT 24, ACRES 52	CR 176 Bedias, TX 77831	\$2,810	52.0000
R18059	320-000-0010	A0320 WM MC COY, TRACT 1, ACRES 100.00	CR 176 Bedias, TX 77831	\$6,450	100.0000
R19187	417-000-0100	A0417 JW SCOTT, TRACT 10, ACRES 8.00	<i>Not Available</i>	\$460	8.0000
R19188	417-000-0110	A0417 JW SCOTT, TRACT 11, ACRES 8.00	<i>Not Available</i>	\$460	8.0000
R19189	417-000-0120	A0417 JW SCOTT, TRACT 12, ACRES 8	<i>Not Available</i>	\$460	8.0000

R76107	15-000-0173	A0015 WM FITZGIBBONS, TRACT 17-3, ACRES 256.33	<i>Not Available</i>	\$4,793	256.3300
R76106	15-000-0172	A0015 WM FITZGIBBONS, TRACT 17-2, ACRES 256.33	<i>Not Available</i>	\$4,576	256.3300
R11034	15-000-0170	A0015 WM FITZGIBBONS, TRACT 17, ACRES 256.34	<i>Not Available</i>	\$21,590	256.3400
R72368	471-000- 0246	A0471 T H WALKER, TRACT 24-6, ACRES 132.55	CR 164 Iola, TX 77861	\$7,860	132.5500
R19706	471-000- 0490	A0471 T H WALKER, TRACT 49, ACRES 515.89, (TRACT 8)	<i>Not Available</i>	\$37,020	515.8900
R19673	466-000- 0146	A0466 A VINCENT, TRACT 14-6, ACRES 5.868	10713 CR 446, Navasota, TX 77868	\$576,810	5.8680
R16753	219-000- 0140	A0219 GEO GALASPY, TRACT 14, ACRES 50.41	11695 Hwy 30, Anderson, TX 77830	\$11,440	50.4100
R18453	367-000- 0020	A0367 P B O'CONNOR, TRACT 2, ACRES 111.16	Hwy 30 Anderson, TX 77830	\$26,790	111.1600
R76978	223-000- 0680	A0223 P GOODBREAD, TRACT 68, ACRES 19.68, (ELECTRIC SUBSTATION)	FM 244 Iola, TX 77861	\$985,850	19.6800

R79195	223-000-0661	A0223 P GOODBREAD, TRACT 66-1, ACRES 9.556	FM 244 Iola, TX 77861	\$338,910	9.5560
R76976	312-000-0701	A0312 JF MARTIN, TRACT 70-1, ACRES 114.39, (TRACT 7)	FM 244 Iola, TX 77861	\$10,480	114.3900
R76740	223-000-0022	A0223 P GOODBREAD, TRACT 2-2, ACRES 1.5794	7708 Hwy 30, Anderson, TX 77830	\$280,797	1.5794
R76986	223-000-0052	A0223 P GOODBREAD, TRACT 5-2, ACRES 14.983, (OLD RAIL SPUR)	FM 244 Iola, TX 77861	\$242,360	14.9830
R16902	223-000-0070	A0223 P GOODBREAD, TRACT 7, ACRES 37.44	10244 FM 244 Iola, TX 77861	\$3,780	37.4400
R16918	223-000-0230	A0223 P GOODBREAD, TRACT 23, ACRES 17.472	7475 Hwy 30, Anderson, TX 77830	\$770,960	17.4720
R77746	223-000-0051	A0223 P GOODBREAD, TRACT 5-1, ACRES 2.859	7523 Hwy 30, Anderson, TX 77830	\$299,480	2.8590
R16904	223-000-0090	A0223 P GOODBREAD, TRACT 9, ACRES 4	7575 Hwy 30, Anderson, TX 77830	\$365,811	4.0000
R79467	67-000-0012	A0067 B F ARNOLD, TRACT 1-2, ACRES 15	CR 176 Bedias, TX 77831	\$273,000	15.0000

R79466	67-000-0011	A0067 B F ARNOLD, TRACT 1-1, ACRES 15	CR 176 Bedias, TX 77831	\$273,000	15.0000
R15278	67-000-0115	A0067 B F ARNOLD, TRACT 11-5, ACRES 9.46	CR 176 Bedias, TX 77831	\$4,880	9.4600
R59051	67-000-0116	A0067 B F ARNOLD, TRACT 11-6, ACRES 89.54	3963 CR 176 Bedias, TX 77831	\$11,469	89.5400
R15279	67-000-0130	A0067 B F ARNOLD, TRACT 13, ACRES 104.95	3607 CR 176 Bedias, TX 77831	\$144,770	104.9500
R19345	433-000- 0010	A0433 J SNYDER, TRACT 1, ACRES 157.75	<i>Not Available</i>	\$8,520	157.7500
R15271	67-000-0085	A0067 B F ARNOLD, TRACT 8-5, ACRES 217.55	2815 CR 176 Bedias, TX 77831	\$59,840	217.5500
R38394	67-000-0103	A0067 B F ARNOLD, TRACT 10-3, ACRES 35.06	3448 CR 176 Bedias, TX 77831	\$341,280	35.0600
R15274	67-000-0100	A0067 B F ARNOLD, TRACT 10, ACRES 68.238	3186 CR 176 Bedias, TX 77831	\$4,980	68.2380
R38466	67-000-0112	A0067 B F ARNOLD, TRACT 11-2, ACRES 89.99	3958 CR 176 Bedias, TX 77831	\$221,290	89.9900
R15275	67-000-0110	A0067 B F ARNOLD, TRACT 11, ACRES 8.92	4126 CR 176 Bedias, TX 77831	\$171,150	8.9200

R15280	67-000-0140	A0067 B F ARNOLD, TRACT 14, ACRES 1.09	4056 CR 176 Bedias, TX 77831	\$336,260	1.0900
R59056	320-000- 0053	A0320 WM MC COY, TRACT 5-3, ACRES 10	<i>Not Available</i>	\$2,270	10.0000
R18072	320-000- 0180	A0320 WM MC COY, TRACT 18, ACRES 50.00	<i>Not Available</i>	\$2,900	50.0000
R18062	320-000- 0050	A0320 WM MC COY, TRACT 5, ACRES 10.00	<i>Not Available</i>	\$2,270	10.0000
R59054	320-000- 0051	A0320 WM MC COY, TRACT 5-1, ACRES 10.00	<i>Not Available</i>	\$2,270	10.0000
R59055	320-000- 0052	A0320 WM MC COY, TRACT 5-2, ACRES 10.00	<i>Not Available</i>	\$2,270	10.0000
R78534	320-000- 0034	A0320 WM MC COY, TRACT 3-4, ACRES 20	11422 CR 177 Bedias, TX 77831	\$2,130	20.0000
R18061	320-000- 0030	A0320 WM MC COY, TRACT 3, ACRES 55.77	CR 177 Bedias, TX 77831	\$5,160	55.7700
R18074	320-000- 0200	A0320 WM MC COY, TRACT 20, ACRES 75.32	CR 176 Bedias, TX 77831	\$17,600	75.3200
R18071	320-000- 0170	A0320 WM MC COY, TRACT 17, ACRES 47.08	4611 CR 176 Bedias, TX 77831	\$13,840	47.0800

R19324	431-000-0050	A0431 J SCHROEDER, TRACT 5, ACRES 444.95, (PARTLY IN A-146, A-358, A-360, & A-433)	11563 Hwy 90 N Bedias, TX 77831	\$693,880	444.9500
R18244	334-000-0020	A0334 J C MASSEY, TRACT 2, ACRES 119.071	<i>Not Available</i>	\$27,030	119.0710
R18245	334-000-0070	A0334 J C MASSEY, TRACT 7, ACRES 19.84	4038 Luthe Rd Bedias, TX 77831	\$121,050	19.8400
R15812	139-000-0020	A0139 BBB & CRR, TRACT 2, ACRES 15.00	<i>Not Available</i>	\$1,130	15.0000
R15813	139-000-0030	A0139 BBB & CRR, TRACT 3, ACRES 15.00	3734 Luthe Rd Bedias, TX 77831	\$633,050	15.0000
R15814	139-000-0040	A0139 BBB & CRR, TRACT 4, SERIAL # HOTX10A03159A, TITLE # 00991967, LABEL # NTA0785902, ACRES 15	3842 Luthe Rd Bedias, TX 77831	\$78,720	15.0000
<b>Total Appraised Value</b>				<b>\$42,822,896</b>	<b>22,435.09</b>

**EXHIBIT B**  
**Road Use Agreement**

IN THE COMMISSIONERS COURT  
OF  
GRIMES COUNTY, TEXAS

A RESOLUTION AND ORDER APPROVING A CONSTRUCTION AND  
IMPROVEMENT ROAD USE AGREEMENT  
BETWEEN  
GRIMES COUNTY, TEXAS AND  
SPACE EXPLORATION TECHNOLOGIES CORP.

This Construction and Improvement Road Use Agreement (the “**Agreement**”) is entered into by and between Grimes County (the “**County**” or “**Grimes County**”) duly acting herein by and through its County Judge, and Space Exploration Technologies Corp., a Texas corporation (“**Owner**,” which shall include all successors and assigns, and together with the County, the “**Parties**”). This Agreement shall have an “**Effective Date**” of June 3, 2026.

WHEREAS, Owner and the County are executing a tax abatement agreement (the “**Tax Abatement Agreement**”) and Section 381.004 Economic Development Program and Agreement (the “**381 Agreement**”) simultaneously with the execution of this Agreement, which Tax Abatement Agreement and 381 Agreement provide for certain tax abatements and economic development grants, respectively, for a specified time, conditioned upon requirements further set forth therein.

WHEREAS, the County is familiar with the manufacturing project (the “**Project**”) contemplated by Owner in an unincorporated area of the County (“**Project Area**”);

WHEREAS, Owner contemplates making certain improvements to the real property located within the Project Area consisting of a manufacturing facility and associated improvements (the “**Improvements**”);

WHEREAS, no part of the Project Area is located within the city limits of any towns within Grimes County, and no part of the Project Area is located within the extraterritorial jurisdiction of any city within the County.

WHEREAS, the ownership, construction, operation, maintenance, and decommissioning of the Improvements will require access to, egress from, encroachments into, crossings of, and possibly upgrades or expansions to one or more roads maintained by Grimes County, or other county owned or maintained rights-of-way, and, or county held right-of-way easements located in Grimes County, Texas (collectively and as more fully described herein, the “**Road Usage**”);

WHEREAS, by its dedication, use, and/or maintenance of the roads and as the owner and holder of County rights-of-way and right-of-way easements in the County, the Commissioners Court of Grimes County has the authority on behalf of the County to permit the Road Usage;

WHEREAS, Owner seeks the County’s permission for such Road Usage and Grimes County, Texas, has agreed to grant said permission.

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF GRIMES COUNTY,  
TEXAS:

1. That the findings and recitals in the preamble to this Order are found to be true and correct and are hereby RATIFIED, APPROVED and ADOPTED, and the following terms shall be referred to herein as the “**Agreement**” between the County and Owner.

2. Owner shall repair any material damages that pose a safety risk or are otherwise severe damage to County roads caused by Owner or Owner’s contractors or suppliers during the course of constructing, repairing or maintaining the Improvements, and with respect to non-material or minor repairs shall by the end of construction of the Improvements return such roads to as good or better than the condition such roads were in prior to their use by Owner or Owner’s contractors or suppliers. Obligations in this Agreement regarding damages or damage repairs do not include ordinary wear and tear.

- a. Exhibit A contains a list of the county roads that Owner intends to be subject to Road Usage during construction of the Project (the “**Designated Roads**”). Within 60 days of execution of this Agreement, or in advance of any subsequent modifications, Owner will supplement Exhibit A to remove any roads that will not be subject to Road Usage or to identify any additional Designated Roads, and any points of access to property, or the location of any transmission or collection lines to be installed in the public right of way. Company’s supplements to Exhibit A shall not require County consent; however, Company shall in good faith incorporate any County comments for purposes of implementing this Agreement.. OwnerOwner
- b. Owner will coordinate with the County Engineer for the Designated Roads to be used by Owner during the construction of the Project. Owner
- c. Owner will have a survey completed for all Designated Roads (the “**Pre-Construction Survey**”) within 60 days of execution of this Agreement, which will include the then-current condition of the Designated Roads and recommendations for any preparations or modifications that will be necessary for Owner’s intended use of the Designated Roads. In addition, the County will provide Owner, if available, with copies of any plans, cross sections and specifications relevant to the Designated Roads. Copies of all Pre-Construction Survey documentation shall be provided to the County. All costs associated with the Pre-Construction Survey shall be borne solely by Owner.

- d. It is understood by Owner that no county roads other than the Designated Roads may be used for ingress or egress to the Project Area during the construction period. Any truck (excluding light-duty pickups or support vehicles) that is (i) designated as a vehicle that is carrying out construction or hauling heavy equipment, and (ii) operated by an individual under contract, supervision and control of Owner (or its general contractor for the Project), and (iii) found to be operating a truck on any road not identified as a Designated Road may be fined. County may assess Owner a fine in the amount of \$1,000 for each truck (excluding light-duty pickups or support vehicles) using a non-designated road. In connection with any such fines, County shall: (1) provide reasonable evidence of the authorized party's violation to Owner (a photograph, written affidavit, or constable report of the violation shall be deemed reasonable evidence), and (2) notify Owner of the assessment of the fine with 24 hours of the violation. Any fine that does not comply with clauses (1) and (2) of the previous sentence shall automatically be deemed waived and not owed by Owner. Owner shall be liable for damage it, its contractors or suppliers cause to the undesignated road. For a Designated Road, damage shall be presumed to have been caused by vehicles traveling to and from the Project unless specifically proven otherwise. On reasonable request by Owner to add additional Designated Roads, County will not unreasonably withhold its consent to any such additions. The County's consent must be in writing and approved by the County Engineer.
- e. Where prudent engineering and design suggests appropriate, Owner will, at its sole cost and with the consent and approval of the County, prepare any roads in advance of the introduction of heavy or wide loads as necessary to sustain heavy or wide load trucks or where necessary in advance prepare access points from County Roads. For purposes of this Agreement, the term "heavy or wide loads" are defined as any load exceeding 54,000 pounds in gross weight or 36,000 pounds per axle, and any load more than 12 feet in width.
- f. Maintenance and Repair of Designated Roads.
- i. Within 60 days of execution of this Agreement, Owner shall complete a road condition analysis of Designated Roads to be used prior to construction with pre- and post- impact analysis of construction and permanent operations on the County Road. Such analysis shall include recommendations for upgrades to County Roads.
  - ii. *During the Construction of the Improvements.* It is understood that maintenance of the Designated Roads shall be performed by Owner during the construction of the Improvements, and such maintenance shall include all work necessary to maintain the Designated Roads in a condition materially consistent with the Pre-Construction Survey.

- iii. *After Completion of the Construction of the Improvements.* Within thirty (30) days after all construction work for the Improvements has been completed, Owner will have a post-construction survey completed for all Designated Roads (the “**Post-Construction Survey**”), which will include the then-current condition of the Designated Roads and a comparison of the then-current condition of the Designated Roads with the condition of the Designated Roads at the time of the Pre-Construction Survey and recommendations for restoring the Designated Roads to a condition equal to or better than their condition as of the time of the Pre-Construction Survey. Copies of all Post-Construction Survey documentation shall be provided to the County. All costs associated with the Post-Construction Survey shall be borne solely by Owner. Owner and the County shall cooperatively review the findings of the Post-Construction Survey and, within thirty (30) days after Owner provides the Post-Construction Survey, Owner and the County shall agree on a schedule of work to be performed by Owner to cause the restoration of the Designated Roads. Owner shall commence such work within thirty (30) days after the parties agree on the schedule of work and shall complete such work within sixty (60) days thereafter.
- g. All pre-construction preparation of the Designated Roads by Owner, including the widening of roads, shall have the prior approval of the County and property owners affected by any widening (to the same extent that the consent of the affected property owners would be required if the County widened or changed the course of a County road), and shall be done in accordance with the standards and specifications for road repair generally used by the County for other county roads. If this covenant for road preparation or repair by Owner cannot be performed by Owner or in the event Owner fails to perform this covenant within 30 days of a demand that it do so from the County (or in a longer commercially reasonable time period agreed to with County consent not to be unreasonably withheld), then the County may perform the road repair required of Owner pursuant to this section and Owner agrees to reimburse the County for its reasonable and necessary costs in repairing such roads. The County’s cost for such repairs shall be determined using the applicable rates used by Federal Emergency Management Administration (“**FEMA**”) for equipment and personnel and the County’s actual cost of materials. Owner agrees to pay the cost of any such repairs within 30 days of the date Owner is billed for such services by the County; if Owner fails to timely pay the cost of such repairs, the County shall be permitted to access the Financial Assurance in the manner described in subsection (k) below.
- h. Owner may not widen or change the course of any County road without the consent of the County and any affected property owners (to the same extent that the consent of the affected property owners would be required if the County widened or changed the course of a County road), which consent from the County shall not be unreasonably withheld, conditioned, or delayed so long as

Owner is not in default in its obligations under this Agreement. As a condition to granting such consent the County may require Owner to take any other precautions and covenants which may be commercially reasonably necessary to protect and maintain the roadway and its continued access by the public and the rights of adjoining property owners. Owner agrees to obtain any necessary permission or right from private property owners prior to using any private property for the delivery of goods or supplies used for the Improvements or for access to the site where any of the Improvements are being constructed.

- i. Any roads constructed upon private property by Owner will not, and shall not hereafter, become the responsibility of the County unless the County receives from the landowner a dedication of sufficient right of way, and the Commissioners Court, in its sole discretion, finds the road serves a sufficient public purpose and affirmatively accepts the road as a County Road. Notwithstanding the foregoing, the County will not accept any dedication of roads that are not built to County standards and approved by the County Engineer.
- j. Any County owned culverts or bridges on Designated Roads, if any, that must be replaced or repaired in the Project Area prior to or as result of the construction of the Project and heavy loads associated with the Project will be replaced or repaired by Owner, subject to supervision and approval of the County Engineer.
- k. To more fully implement the terms of Section 2 of this Agreement, Owner agrees to, prior to the commencement of significant construction activities for the project, establish a fund in an amount equal to \$1,000,000.00, to be placed on escrow with the County Treasurer of Grimes County, Texas, (“**Financial Assurance**”). This Financial Assurance shall be made available to be applied to any costs incurred by Grimes County for the maintenance or repair of roads, bridges, culverts or other road infrastructure due to damage under paragraphs 2(f) and 2(g) of this Agreement which Owner fails to reimburse within the time required by this paragraph (k). If Owner fails to timely comply with the requirements of paragraphs 2(f) or 2(g), the County will first give notice to Owner of the noncompliance, and Owner will have thirty (30) days in which to cure its noncompliance (or in a longer commercially reasonable time period consented to by the County, not to be unreasonably withheld). Failure to cure the noncompliance will authorize the County to access the Financial Assurance to the extent of the actual costs of repairs incurred by the County, as documented by actual receipts for material, labor or equipment use rates, as based on FEMA publications, as noted above, including reasonable administrative and management costs. Upon any withdrawal from the Financial Assurance, Owner shall immediately cause the Financial Assurance to be restored or reissued, if necessary, so that the amount of \$1,000,000.00 will be available to the County under this paragraph. Failure to provide the Financial Assurance or to cause the Financial Assurance to be restored or reissued to the

original amount when and if necessary, shall constitute a material breach of this Agreement, and the rights and permissions granted to Owner in this Order may be suspended by the County until the Financial Assurance is provided, restored, or reissued, as the case may be. At the conclusion of all construction and commencement of commercial operations of the Project, the Financial Assurance may be withdrawn or released back to Owner.

- l. Owner agrees to defend, indemnify and hold harmless Grimes County and its officers, representatives and employees against any and all losses, damages, claims, expenses and liabilities for physical damage to the property of Grimes County or to any person, including reasonable attorney's fees arising out of the Project with respect to (1) operations of Owner, or any of its contractors or subcontractor for any intentional act or omission on the part of Owner, or its agents, representatives, employees, or its general contractor or sub-contractors and all employees of such companies actually performing work related to the Project, and (2) any negligent, careless or reckless act or omission on the part of Owner, or its contractors and subcontractors, and (3) any breach of this Agreement. This indemnity agreement shall survive after the conclusion of all construction and the commencement of commercial operations of the Project for a period of ten (10) years.
- m. Owner agrees to provide insurance at all times during construction, and such insurance will include: (1) Worker's compensation insurance in compliance with the laws of the State of Texas (2) Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence and a \$2,000,000 aggregate limit, and (3) Automobile Liability insurance with a combined single limit of \$1,000,000. Certificates of Insurance will be provided upon request to the County. Grimes County will be identified as an additional insured on all insurance policies related to the Project. Limits can be achieved by any combination of primary and excess policies.

3. The Commissioners' Court hereby grants permission to Owner, and its successors and assigns, during the planning and construction phases of its Project and Improvements, and thereafter during the operation and maintenance phase of the Project and Improvements until said Project and Improvements are completely abandoned, to use the County roads shown in Exhibit A for the Road Usages described herein, including but not limited to, access and egress to and from the Owner Project Area (except that access, ingress, and egress by construction vehicles during the initial construction of the battery storage project will be limited to the Designated Roads).

4. That the permission granted in Ordering Paragraph 3 includes the installation, operations, maintenance, and repair Improvements, which expressly includes the collection and transmission lines and related facilities within the rights of way of said County roads and right-of-way easements held by the County, and an authorization to require upgrade of such roads where necessary and conduct geo-technical and other preliminary construction analysis of such roads and rights-of-way.

Owner must provide the County with notice and a map identifying the location of such Improvements in the Project Area with reference to the Designated Roads before Project construction work on such roads begins. If any County roads must be upgraded in connection with such construction work, Owner will perform such upgrade work at its cost following the approval of the County Engineer. The County may inspect such road upgrade work and Owner will perform additional work if needed to cause the upgrades to meet the same or better road standards as in effect at the commencement of Project construction (such standards being those agreed to by all parties). Owner must repair any damage to the County roads caused by its installation, maintenance or repair activities in accordance with Ordering Paragraph 2 of this Agreement.

[signature page follows]

PASSED AND APPROVED at this public hearing of the Grimes County Commissioners' Court, at which a quorum was present, on 6-3-2026



County Judge  
Grimes County, Texas

ATTEST:

Barbara Kunsch  
County Clerk

Date of Execution: 6/3/2026

Accepted and Agreed:

Space Exploration Technologies Corp.

By: \_\_\_\_\_  
Name, Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

# **EXHIBIT A**

## **Designated Roads**

The Parties acknowledge that the following county roads are Designated Roads that may be utilized for access to the Project: CR 177, CR 176, CR 171, CR 164, CR 166, and CR 266.