

2014008285

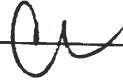
Cameron County Commissioners' Court Agenda Request Form

No. 1B

Date: August 15, 2014 Meeting Date Request: August 21, 2014

Dateline for Action: _____ Contact Person: Carlos H. Cascos

Department: County Judge Phone: (956) 544-0830 Fax No. (956)544-0801

Dept. Head/Official Signature: 

Caption: Action

DISCUSSION AND POSSIBLE APPROVAL OF THE TAX ABATEMENT AGREEMENT WITH SPACE EXPLORATION TECHNOLOGIES CORP. AS AUTHORIZED BY LOCAL GOVERNMENT CODE CHAPTER 381 AND TAX CODE CHAPTER 312.

Background: (Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation).

Please fill in all blanks by initial or place N/A if approval is not applicable:

Approval: County Judge N/A Auditor _____ Legal _____ Budget N/A Personnel N/A Purchasing _____

Fiscal Data: Dept./Fund No.: _____ Amt Expended: \$ _____ Funds/Staffing Budgeted: Yes _____ No _____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

STATE OF TEXAS §
COUNTY OF CAMERON §

Contract No. 2014C08285

CAMERON COUNTY, TEXAS
CHAPTER 381, LOCAL GOVERNMENT CODE AND CHAPTER 312, TAX CODE
TAX ABATEMENT
AGREEMENT WITH
SPACE EXPLORATION TECHNOLOGIES CORP.

THIS TAX ABATEMENT AGREEMENT ("Agreement"), dated this 22nd day of August, 2014 is entered into by and between Space Exploration Technologies Corp. ("the Company"), and the County of Cameron, Texas ("the County").

WHEREAS, Article 3 Section 52A of the Constitution authorizes the state legislature to enable counties to implement programs for purposes of economic development under which counties may make loans and grant public monies for the purposes of stimulating local economic development and business and commercial activity in the County; and

WHEREAS, Section 381 of the Texas Local Government Code authorizes the governing body of the County to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and for providing property tax abatement to promote local economic development and to stimulate business and commercial activities in the County; and

WHEREAS, the County adopted a Resolution governing Chapter 381 tax abatement agreements within Cameron County on December 6, 2012 and this Agreement is consistent with such Resolution and applicable state laws, including Chapter 312 of the Texas Tax Code; and

WHEREAS, the County is creating a tax abatement program to assist the Company in establishing an operation at the Company's property in Cameron County, described in Exhibit 1, that will provide economic benefits to the County, stimulate increased economic activity, and provide job opportunities for citizens of the County; and

WHEREAS, the County deems that it is in the best interest of the County to assist the Company in establishing operations in Cameron County;

NOW, THEREFORE, the County and the Company agree as follows:

Article I
RECITALS

The following understanding forms the basis of this Agreement:

1.01 The Company presently owns or leases the real property described in Exhibit 1.

1.02 The Company proposes to establish a Commercial Launch Facility and Control Center (the "Facility") at the property, and operate the Facility for at least ten (10) years.

1.03 The Company intends to make an estimated investment of \$85 million to construct the Facility over a ten (10) year period, and once operating, employment of at least 300 workers (or part-time equivalents) with average annual salaries of about \$55,000, commencing on or about January, 2014.

1.04 The Company intends to achieve the schedule of performances by year of operation shown on Exhibit 2 and such performances shall form the basis for the Company to receive the County incentives outlined in Article II.

1.05 For the purpose of this Agreement the term "incentive period" means the ten (10) Operational Years during which the Facility shall remain in operation and "operational year" means calendar year.

1.06. For the purpose of this Agreement, "Proprietary" or "Confidential" information shall include, but not be limited to, any and all information or documentation, in paper, electronic or other format, pertaining to the Company's operations, technical information, business information and plans, studies conducted by or on behalf of the Company or for the Company's benefit, client and customer lists, cost and price lists, supplier and distributor lists, trade secrets, developmental information and plans, manufacturing information and plans, systems operations information and plans, product information and plans, and all other information and documentation that is not generally known to the public. This proprietary and confidential information shall not be subject to disclosure by the Company to the County, except under the very limited circumstances in which financial information relevant to the performance of this Agreement will be disclosed to the County pursuant to the terms of this Agreement.

Article II
INCENTIVES

2.01 As an inducement to the Company to develop and continuously operate the Facility for at least ten (10) years, and to maintain the Facility in operation for the minimum period set forth in Section 1.02, the County agrees that the Company shall receive a tax abatement for the County's ad valorem property taxes (both real and personal property taxes) as specified in Section 2.02, below, to help pay for the construction and startup of the Facility.

2.02 In further consideration of the Company's performance of its obligations herein, shown in Exhibit 2, the County agrees that the Company shall receive a tax abatement in an amount equal to the ad valorem property tax (both real and personal property taxes) due on the increased value of the Facility

which would be paid by the Company during the first ten (10) years of operation, based on the real and personal property at the Facility, and which such taxes are assessed by and paid to the County (excluding all other taxing jurisdictions), as follows:

Percent of County Taxes to be Abated:

Year 1	2015	100%
Year 2	2016	100%
Year 3	2017	100%
Year 4	2018	100%
Year 5	2019	100%
Year 6	2020	100%
Year 7	2020	100%
Year 8	2022	100%
Year 9	2023	100%
Year 10	2024	100%

Such tax abatements will commence January 1, 2015, being the January 1 immediately following the establishment of the Base Year Value. The abatement shall continue for ten (10) years and terminate in 2024. Company has the option to delay the commencement, and thereby the termination, of the tax abatement by one year by providing written notice to the County. If the project start date is delayed, such tax abatement may commence on January 1, 2016, with a base year of 2014 and shall continue for ten (10) years from commencement.

2.03 On or before March 1st of each year that this Agreement is in effect, the Company must submit to the County, an award affidavit signed and affirmed by an appropriate officer of the Company, stating that to the best of the Company's knowledge: (i) the Company intends to maintain the Facility in full operation in accordance with the terms of this Agreement, (ii) the Company's representation and warranties contained in Section 3.01 are true and correct as of the date of the award affidavit, and (iii) the Company certifies that the performances set forth in Section 1.04 have been achieved and that reasonable backup documentation exists to substantiate the Company's calculations and performances as set forth in the award affidavit. The Company shall also submit such non-proprietary or non-confidential documentation as may be reasonably requested by the County in such form as the County may reasonably request in accordance with the terms and subject matter of this Agreement. County shall not make copies or otherwise duplicate any documentation submitted by Company pursuant to this Agreement and all documentation submitted to County pursuant to this Agreement shall be returned to Company within fifteen (15) days after County's receipt thereof, except as required by the Texas Public Information Act or other specifically applicable law.

2.04 The County will have the right, and the Company shall allow the County to audit the Company's relevant financial and non-proprietary or non-confidential records to determine compliance with the award affidavit during each of the Operational Years. If the award affidavit is found to be incorrect in any material way with respect to the calculations or regarding the Company's representations and warranties, then, in addition to the remedies available to the County under Section 6.01, the Company will pay to the County on demand at its address set forth herein, the reasonable cost of the audit. If such audit proves the award affidavit is correct, the expense of any such audit will be paid by the County.

The Company's failure to comply with and meet the requirements for an Operational Year will not eliminate or limit the right of the Company to an abatement for that Operational Year if, and only, if, (i) the deficit in the requirements was less than ten (10%) percent of the target, (ii) the Company

accurately sets forth the calculations in the award affidavit for the Operational Year, and (iii) the Company makes specific reference to this waiver in any award field for the Operational Year.

Article III USE OF LOCAL RESOURCES

3.01 Company will make reasonable efforts to fill construction jobs and permanent jobs with residents of the County. Company will advertise the availability of such positions on its website and participate in local job fairs as appropriate. To the extent practicable, Company shall also use local suppliers for construction materials and supplies.

Company shall not, however, be required to use goods and services provided by Cameron County residents that are not (i) of similar quality to those provided by nonresidents or (ii) made available on terms, conditions, and prices comparable to those offered by nonresidents.

3.02 Company or its construction contractor, if any, will provide a contact for individuals, businesses and contractors residing or doing business in Cameron County who are interested in obtaining information about providing goods or services related to the construction of the project.

Article IV REPRESENTATIONS AND WARRANTIES

4.01 The Company represents and warrants to the County (and covenants with the County where applicable) that:

(a) The Company is authorized to do business in the State of Texas and has requisite power and authority, corporate or otherwise, to conduct its business, to own its present assets, and to perform all of its obligations under this Agreement;

(b) The Company's execution, delivery and performance of its obligations under this Agreement have been duly authorized by all necessary corporate actions and do not violate any provision of any existing law, rule, regulation, or contract by which the Company or its property or assets is bound;

(c) The Company has not filed and there are no pending bankruptcy proceedings or other debtor relief proceedings relative to the Company; and

(d) To the Company's best knowledge, the Company is not delinquent in the payment to the County of any material impositions (as that term is hereinafter defined) due and owing from the Company (if any) related to the Facility, except those contested by the Company by appropriate proceedings promptly initiated and diligently conducted. As used herein, "impositions" means (i) real estate and personal taxes, water, gas, sewer, electricity and other utility rates, and (ii) all other taxes, charges and assessments and any interest, cost or penalties with respect thereto, of any kind and nature, levied or imposed upon the Facility, or any income therefrom, or the ownership, use, occupancy or enjoyment thereof.

4.02 The County represents and warrants to the Company that:

(a) The County is duly authorized to do business in the State of Texas and has requisite power and authority, corporate or otherwise, to conduct its business and to own its present assets, and to execute and deliver all of its obligations under this Agreement; and

(b) The execution, delivery, and performance by the County of its obligations under this Agreement have been duly authorized by all necessary action and does not violate any provision of existing law, rule, regulation or contract by which the County or its property or assets is bound.

Article V NOTICES

5.01 Any notice or document required or permitted to be given hereunder by one party to the other will be in writing, mailed by first-class or express mail, postage prepaid, certified with return receipt requested, sent by facsimile, sent by overnight delivery using a recognized overnight courier or hand delivered. All such communication will be mailed, sent, or delivered at the address respectively indicated in this Article IV or at such other address as either party may have furnished the other party in writing pursuant to Section 4.04. Any communication so addressed and mailed will be deemed to be given three (3) calendar days after mailed, any communication sent by overnight courier shall be deemed received one (1) business day after so sent and any communication so sent by facsimile shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communications so delivered in person shall be deemed to be given when received for by the Company or the County, as the case may be.

5.02 The address of the County for all purpose under this Agreement and for all notices hereunder shall be:

Name: Carlos H. Cascos
Title: County Judge
Address: 1100 E. Momoe
City/State: Brownsville, Texas 78520
Telephone: (956) 544-0830
Facsimile: (956) 544-0801

5.03 The address of the Company for all purpose under this Agreement and for all notices hereunder shall be:

Name: Bret Johnsen
Title: Chief Financial
Address: 1 Rocket Rd
City & State: Hawthorne, CA 90250
Telephone: (310) 363-6000
Facsimile: (310) 363-6001

5.04 From time to time either party may designate another notice address within the forty-eight (48) contiguous states of the United States of America for the purpose of this Agreement by giving the other party written notice of such of address in accordance with the provisions of this Article IV.

Article VI
GENERAL

6.01 This Agreement may be amended, but only in writing, signed by each of the parties hereto.

6.02 The covenants and contracts contained in this Agreement, or in any document certificate or other instrument delivered under or pursuant to this Agreement, will survive the execution and delivery thereof, the consummation of this Agreement, and continue to survive thereafter for the applicable statute of limitations to ensure full performance thereof and full recourse for nonperformance by any party.

6.03 The parties agree that no third person has in any way brought the parties together or been instrumental in making of this Agreement. The Company agrees to indemnify the County against any cost resulting from any claim by any third person for any commission brokerage, finder's fee or any other payment based upon any alleged agreement or understanding between such third party and the Company, whether expressed or implied from the actions of the Company. If such a claim is brought against the County, the Company shall have the right and authority to control and direct the investigation, defense and settlement of such claim, as permitted by state law and constitution.

6.04 This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. This Agreement may not be assigned by either the County or the Company without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed. Notwithstanding the forgoing, the Company may assign its rights under this Agreement to (i) an affiliate (including without limitation, a direct or indirect parent, joint venture, subsidiary or other related entity) provided that in the event of any such assignment, the Company shall retain all of its obligations and liabilities under this Agreement. (ii) to any entity that has acquired all or substantially all of the Company's assets; or (iii) to any successor to the Company by merger, consolidation or other reorganization, provided that, with respect to any such assignment: (A) the Company shall notify the County of any such transaction following such occurrence in accordance to the terms of Article IV hereof, and (B) such successor or affiliate shall assume all of the Company's obligations hereunder. Nothing in this Agreement, expressed or implied, is intended to confer upon any other persons any rights or remedies under or by reason of this Agreement.

6.05 Upon the occurrence of an event of default pursuant to Section 7.01(a), and after the expiration of the Company's right to cure as set forth in Section 7.02, the County, will as its sole exclusive remedy, collect the full amount of ad valorem taxes, with penalties and interest, owed for the property within sixty (60) days. Upon the occurrence of an event of default pursuant to Section 7.01 (b) through (e), the County may terminate this Agreement and assert any remedy at law or equity to enforce the provisions hereof.

If one or more remedies for a default by the Company are applicable, the County may pursue such jointly or alternatively as it may elect and the forbearance by the County to enforce any remedy provided above upon an event of default shall not be deemed or construed to constitute a waiver of such default.

6.06 The County acknowledges and understands that Company is relying on their representations and warranties in this Agreement and their ability to perform the terms thereof. Accordingly, in the event of default by the County, the provisions of the Agreement may be enforced by the Company in a suit for declaratory judgment, pursuant to Chapter 37, Texas Civil Practices and Remedies Code, including

injunctive relief to obtain specific performance of the rights, duties and obligations created herein and the recovery of reasonable attorneys' fees, as permitted by state law, as well as any other remedy as may be available under statutory or common law.

6.07 During normal business hours, and following not less than fifteen (15) business days prior written notice, the Company will allow the County reasonable access to the Company's relevant financial and non-proprietary or non-confidential records and books wherever located to verify payment of taxes, and other information germane to the Company's expected performances under this Agreement.

6.08 This Agreement shall not be transferred by Company to subsequent owners or lessees of the Premises without prior written notice to the County. Any assignment shall require that all conditions and obligations in this Agreement applying to the interest acquired by the assignee shall be assumed by the assignee, and upon such assumption, Company (or any affiliate, subsidiary, or prior assignee) shall have no further rights, duties, or obligations under the Agreement to the extent such rights, duties, or obligations apply to the interest acquired by the assignee.

Notwithstanding the above and to the extent allowed by applicable law, in the event Company sells, assigns, or otherwise conveys (other than pursuant to eminent domain, condemnation, or a similar proceeding) all or a portion of the Project to an entity not subject to the payment of property taxes ("Tax Exempt Assignee"), without the County's prior written consent, the following taxes previously abated by virtue of this Agreement will be recaptured and paid to County within sixty (60) days of the effective date of such assignment or conveyance. If the assignment or conveyance to the Tax Exempt Assignee occurs during the Term of this Agreement, the taxes previously abated by virtue of this Agreement for the two (2) tax years immediately preceding the assignment or conveyance will be recaptured and paid to the County. If the assignment or conveyance to the Tax Exempt Assignee occurs within three (3) years after the expiration of the Term of this Agreement the taxes previously abated by virtue of this Agreement for the last two (2) years of this agreement will be recaptured and paid to County. If the assignment or conveyance to the Tax Exempt Assignee occurs more than three (3) years after the Term of this Agreement, there will be no recapture of taxes previously abated by virtue of this Agreement. With the County's consent, if the assignment or conveyance is made to Tax Exempt Assignees including Cameron County, Cameron County Spaceport Development Corporation, the State of Texas, the United States of America or political subdivisions thereof, there will be no recapture of taxes previously abated.

Any transfer or assignment to a third party without prior notice and consent of the County pursuant to this Section 6.08 shall constitute a material breach of this Agreement and shall serve to vacate and nullify any tax exemptions as provided in this Section 6.08 and by this Agreement.

6.09 General Terms:

(a) The headings contained in the Articles of this Agreement are for reference only and do not affect in any way the meaning or interpretation of this Agreement.

(b) As used in this Agreement, all references to Exhibits refer to the Exhibits attached hereto (each of which is hereby incorporated into and deemed to be a part of this Agreement). All documents referred to by recording data or otherwise are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

(c) This Agreement will be construed and enforced in accordance with the laws of the State of Texas.

(d) Time is of the essence to this Agreement.

(e) If any term or provision of this Agreement is invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement will remain in full force and effect and such invalid, illegal or unenforceable term or provisions shall be reformed automatically so as comply with the applicable law or public policy and to effect the original intent of the parties.

(f) A business day means Monday through Friday of each calendar week, exclusive of holidays observed generally by Cameron County, Texas.

(g) This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(h) This Agreement (together with the Exhibits hereto and the documents to be delivered pursuant hereto) constitutes the entire agreement among the parties, all negotiations by between and among them being merged into this Agreement (together with such Exhibits and documents).

(i) Unless context requires otherwise, the words, "herein", "hereof" and "hereunder", and words of like import, shall be deemed to refer to this Agreement in its entirety and not to any individual article, section, subsection, paragraph, or subparagraph. The pronouns used in this Agreement will be constructed as masculine, feminine or neuter, singular or plural, as the context may require.

(j) Each party hereto has been represented by legal counsel designated by it and no provision of this Agreement will be construed in favor of, or against, any of the parties hereto by reason of the extent to which this Agreement or any provision hereto is inconsistent with any prior draft hereof or thereof.

(k) The "Effective Date" of this Agreement is January 1, 2014.

(l) This Agreement shall terminate on the last day of the last Operational Year as specified in Section 1.03, unless extended by mutual agreement of the County and the Company.

(m) The Company shall provide to the County (or permit the County to inspect, as the case may be) the financial information and records referred to in this Agreement, and the County will accept from the Company the financial information as "Confidential Information" and agrees to receive and, for the duration of this Agreement and three (3) years thereafter, to not make any unauthorized use of the Confidential Information, including, without limitation, to use such information in the conduct of activities competitive with those of the Company, and to maintain said Confidential Information in secrecy and strict confidence unless: (i) such information has lawfully become public information through no fault or action of the County; (ii) such information was known to the County prior to having obtained such information under the terms of this Agreement or was developed independently of the Confidential Information provided by the Company; (iii) such information becomes lawfully available to the County, from another source, which has not received the information, either directly or indirectly, from the Company pursuant to

an obligation to the Company to maintain the confidentiality of the information; or (iv) the disclosure of the information is required by law.

(n) In the event that the County receives a request for information relating to the Company, Confidential Information or any other information provided by the Company to the County pursuant to this Agreement, the County shall timely seek an opinion from the Attorney General of the State of Texas requesting if the information requested is required to be provided. County agrees to use its best efforts in safeguarding all information relating to the Company, including all proprietary and confidential information, as well as non-proprietary or non-confidential information provided pursuant to this Agreement, and any other information provided by the Company to the County.

Article VII DEFAULT

7.01 The following events shall be deemed to be events of default by the Company under this Agreement:

(a) The Company fails to submit to the County the award affidavit at the time and in the manner required in this Agreement;

(b) Any warranty, affirmation or representation made to the County by or on behalf of the Company (including but not limited to those required to be made in the certificate or any award affidavit) proves to have been false in any material respect when made;

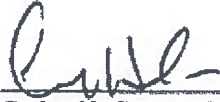
(c) The Company fails to timely comply with any non-monetary duties;

(d) The Company fails to timely pay, when obligated, any investigation cost incurred by the County hereunder, any audit cost under Section 2.04, or the inquiry cost under Section 6.07; and

(e) To the extent permitted by law, if bankruptcy or insolvency proceedings are commenced by or against the Company.

7.02 If the County determines that the Company is in default in accordance with the terms and conditions of this Agreement, then the County shall notify the Company in writing of such default. If such default is not cured within ninety (90) days from the date of the notice, then the County may exercise its remedy under Section 6.05.

IN WITNESS WHEREOF, the undersigned parties hereto have duly exercised this Agreement as of the date written below the parties' representatives' signatures, hereinafter.



Carlos H. Cascos, CPA
Cameron County Judge
Date: 8/25/17



Brent Johnson, CFO
Space Exploration Technologies Corp.
Date: 10-2-14

Attested By:



Joe C. Rivera, County Clerk

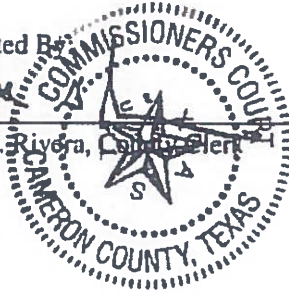


Exhibit 1

Property ID	Tax ID	Owner	Lessor	Legal Description	Appraised Value	Acres
172937	82-6000-0020-0010-00	Dogleg Park LLC	n/a	RIO GRANDE BEACH SUBDIVISION UNIT 1 LOTS 1 THRU 9 BLK 2 PT 50 AC OUT OF 1292.22 AC SAN MARTIN GRANT SHARE 1*	\$1,166	4.82
172938	82-6000-0030-0010-00	Dogleg Park LLC	n/a	RIO GRANDE BEACH SUBDIVISION UNIT 1 LOTS 1 THRU 24 BLK 3 PT *	\$1,166	5.4876
172944	82-6000-0050-0050-00	Dogleg Park LLC	n/a	RIO GRANDE BEACH SUBDIVISION UNIT 1 LOTS 5 THRU 16 BLK 5 (PT 50. AC)*	\$1,166	5.4149
172945	82-6000-0060-0010-00	Dogleg Park LLC	n/a	RIO GRANDE BEACH SUBDIVISION UNIT 1 WEST PT BLK 6 PT 50. AC SAN MARTIN GRANT SHARE 1*	\$1,166	9.5868
172948	82-6000-0070-0015-00	Dogleg Park LLC	n/a	RIO GRANDE BEACH SUBDIVISION UNIT 1 LOTS 9 THRU 17 BLK 7 PT 50 AC OF 1292.22 AC SAN MARTIN GRANT SHARE 1*	\$1,166	2.0948
172962	82-6000-0320-0010-00	Dogleg Park LLC	n/a	RIO GRANDE BEACH SUBDIVISION UNIT 1 LOTS 1 THRU 4 BLK A PT 50 AC OF 1292.22 AC SAN MARTIN GRANT SHARE 1*	\$1,166	0.6428
172963	82-6000-0320-0050-00	Dogleg Park LLC	n/a	RIO GRANDE BEACH SUBD UNIT 1 LOTS 5 THRU 7 BLK A*	\$4,340	0.4821
172964	82-6000-0320-0080-00	Dogleg Park LLC	n/a	RIO GRANDE BEACH SUBDIVISION UNIT 1 LOTS 8 & 9 BLK A*	\$1,166	0.3788
172965	82-6000-0330-0010-00	Dogleg Park LLC	n/a	RIO GRANDE BEACH SUBDIVISION UNIT 1 BLK B*	\$1,166	1.1135
172966	82-6000-0340-0010-00	Dogleg Park LLC	n/a	ABST6 - RIO GRANDE BCH-1 BLK C*	\$1,166	1.0684

Exhibit 1

172967	82-6000-0350-0010-00	Dogleg Park LLC	n/a	ABST6 - RIO GRANDE BCH-1 BLK D*	\$1,166	1.0477
172968	82-6000-0360-0010-00	Dogleg Park LLC	n/a	ABST6 - RIO GRANDE BCH-1 BLK E*	\$1,166	1.0365
172969	82-6000-0370-0010-00	Dogleg Park LLC	n/a	ABST6 - RIO GRANDE BCH-1 BLK F*	\$1,166	1.0331
390765	82-8530-0010-0010-00	Dogleg Park LLC	n/a	LOT 1 BLK 1 MARS CROSSING SUBDIVISION	\$58,408	8.344
173656	82-8510-0020-0080-00	Dogleg Park LLC	n/a	Lot 8, Block 2, THE SPANISH DAGGER-SEC 1	\$2,640	0.3744
173657	82-8510-0020-0090-00	Alma Walzer	n/a	Lot 9, Block 2, THE SPANISH DAGGER-SEC 1	\$2,450	0.3444
173710	82-8520-0030-0010-00	Dogleg Park LLC	n/a	ABST 6-THE SPANISH DAGGER-SEC II LOT 1 BLK 3	\$3,390	0.5608
173711	82-8520-0030-0020-00	Dogleg Park LLC	n/a	ABST 6-THE SPANISH DAGGER-SEC II LOT 2 BLK 3	\$3,560	0.6582
173709	82-8520-0020-0190-00	Dogleg Park LLC**	n/a	ABST 6-THE SPANISH DAGGER-SEC II LOT 19BLK 2	\$2,800	0.6068
173039	82-6020-0190-0170-00	Dogleg Park LLC	n/a	RIO GRANDE BEACH SUBD UNIT 2 LOT 17 BLK 19	\$1,620	0.2009
173024	82-6020-0190-0020-00	Dogleg Park LLC	n/a	RIO GRANDE BEACH SUBD UNIT 2 LOT 17 BLK 19	\$750	0.1722

Exhibit 1

172135	82-4000-0870-0230-00	Dogleg Park LLC	n/a	LAGUNA MADRE BEACH SUBDIVISION LOT 23 BLK 87	\$1,580	0.1928
172081	82-4000-0850-0010-00	Dogleg Park LLC	n/a	LAGUNA MADRE BEACH SUBDIVISION LOT 1 BLK 85	\$2,940	0.3587
					\$98,470	46.02

Source: Cameron County Appraisal District and title search

* Property has been consolidated in Special Warranty Deed dated July 3, 2014, from Franklin T. Graham, III, Walter E. Graham, and the Estate of Rita Arnett, Deceased, to Dogleg Park, LLC, said deed being recorded on July 8, 2014, in Volume 20279, Page 230, Official Records of Cameron County, Texas; and Special Warranty Deed dated July 3, 2014, from Franklin T. Graham, III, Walter E. Graham, and the Estate of Rita Arnett, Deceased, to Dogleg Park, LLC, said deed being recorded on July 8, 2014, in Volume 20279, Page 241, Official Records of Cameron County, Texas.

** ownership as of Aug 8, 2014, records not reflected at www.cameroncad.org

Exhibit 2
 SPACE EXPLORATION TECHNOLOGIES CORP.
 SCHEDULE OF COMPANY PERFORMANCES BY YEAR OF OPERATION

Year	Construction Costs	Direct Construction Jobs	Direct Construction Salaries	County Permits Paid	Assessed Facility Value	Personal Property Value	Permanent Jobs Created	Annual Salaries for Permanent Jobs
2015				\$20,010	\$28,340,900	\$11,267,538	20	\$1,100,000
2016					\$32,740,900	\$14,275,538	60	\$3,300,000
2017					\$34,390,900	\$15,126,538	120	\$6,600,000
2018					\$37,090,900	\$15,714,538	180	\$9,900,000
2019					\$37,690,900	\$15,874,538	230	\$12,650,000
2020					\$43,140,900	\$16,124,538	260	\$14,300,000
2021					\$45,040,900	\$16,379,538	270	\$14,850,000
2022					\$46,140,900	\$16,339,538	280	\$15,400,000
2023					\$46,890,900	\$16,454,538	290	\$15,950,000
2024					\$46,890,900	\$13,163,630	300	\$16,500,000