

September 17, 2025

VIA EMAIL (caroline.cole@cityofstarbase-texas.com)

Caroline Cole
City Clerk
City of Starbase
39046 LBJ Blvd, Unit 02
Starbase, Texas 78521

Re: City of Starbase, Texas 2025B Tax Note

Dear Caroline:

Attached for the above-referenced financing, which Ordinance is to be approved by City Commission at the meeting to be held on today, September 17, 2025, please find the following documents for execution:

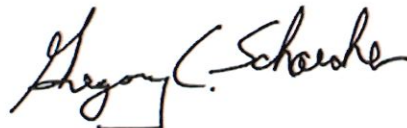
Tab 01 – Note Ordinance
Tab 02 – Certificate for Note Ordinance
Tab 03 – Purchase Agreement
Tab 04 – General and No-Litigation Certificate
Tab 05 – Initial Note
Tab 06 – Issuer's Receipt for Proceeds

Please print one copy of the full package as each designated Tab contains one copy of the referenced document along with its respective execution instructions and multiple signature pages. Upon completion, please scan and email all executed items to my legal assistant, Nina Hines, at nhines@mphlegal.com and me at gschaecher@mphlegal.com by **Monday, September 22, 2025**; and please mail the originals to me, at the Dallas address listed below, for receipt by no later than **Monday, September 29, 2025**.

If you should have any questions, please do not hesitate to call me at (214) 754-9292.

Best regards,

McCall, Parkhurst & Horton L.L.P.



By:

Gregory C. Schaecher

GCS:nh

TAB 01

NOTE ORDINANCE

ORDINANCE NO. 2025-09-17-F02-OR

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF
STARBASE, TEXAS, 2025B TAX NOTE; LEVYING AN ANNUAL AD VALOREM
TAX FOR PAYMENT OF SAID NOTE; AUTHORIZING EXECUTION OF A
PURCHASE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND
ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

**THE STATE OF TEXAS §
COUNTY OF CAMERON §
CITY OF STARBASE §**

WHEREAS, pursuant to Texas Government Code, Chapter 1431, as amended ("Chapter 1431"), the City Commission of the City of Starbase, Texas (the "Issuer" or "City") is authorized and empowered to issue anticipation notes to pay (i) the Issuer's cumulative cash flow deficit; and (ii) professional services rendered in relation to the financing thereof; and

WHEREAS, in accordance with the provisions of Chapter 1431, the City Commission hereby finds and determines that an anticipation note should be issued and sold at this time to finance (i) the Issuer's cumulative cash flow deficit, and (ii) professional services rendered in relation to the financing thereof;

WHEREAS, it is considered to be to the best interest of the Issuer that said anticipation note be issued; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STARBASE:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTE. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Note of the City of Starbase, Texas (the "Issuer" or "City") is hereby authorized to be issued and delivered in the principal amount of \$1,026,000 for the public purpose of paying (i) the Issuer's cumulative cash flow deficit; and (ii) professional services rendered in relation to such purposes and the financing thereof.

Section 2. DESIGNATION, DATE, DENOMINATION, STATED MATURITY OF NOTE. The Note issued pursuant to this Ordinance shall be designated: "CITY OF STARBASE, TEXAS, 2025B TAX NOTE," and there shall be issued, sold, and delivered hereunder one note, without interest coupons, dated the date of delivery, in the denomination and principal amount of \$1,026,000, with any note issued in replacement thereof being in the denomination of the full principal amount of the Note issued, payable to the purchaser designated in Section 10, or to its successor and assign (in each case, the "Owner"). Principal of said Note shall become due and payable on September 28, 2026 (the "Stated Maturity"), and the Note shall not bear interest on the unpaid balance of the principal amount thereof, all as stated in the FORM OF NOTE set forth in Exhibit A to this Ordinance.

The term "Note" as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and any substitute note exchanged therefor, as well as any other substitute or replacement note issued pursuant hereto, and the term "Note" shall mean any such note.

Section 3. CHARACTERISTICS OF THE NOTE.

(a) Address, Transfer and Exchange. The Issuer shall obtain the address of the Owner of the Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of the Owner to notify the Issuer in writing of the address to which payments shall be mailed, and such payments shall not be mailed unless such notice has been given. Assignments, transfers and exchanges of a Note shall be made in the manner provided and with the effect stated in the FORM OF NOTE attached as Exhibit A to this Ordinance. The Issuer promptly shall cancel any paid Note and any Note surrendered for exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing exchange of any Note or portion thereof, and the Issuer shall provide for the execution and delivery of the substitute Note in the manner prescribed herein.

(b) Payment to Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer shall be entitled to treat and consider the person in whose name each Note is issued as the absolute owner of such Note for the purpose of payment of principal with respect to such Note, and for all other purposes whatsoever. The Issuer shall pay all principal of the Note only to or upon the order of the Owner, as provided in this Ordinance, or its respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of the Note to the extent of the sum or sums so paid.

(c) General Characteristics of the Note. The Note (i) shall be issued in without interest coupons, with the principal of such Note to be payable only to the Owner, (ii) may be transferred and assigned, (iii) may be exchanged for another Note, (iv) shall have the characteristics, (v) shall be signed, sealed, and executed, (vi) the principal of the Note shall be payable, (vii) may or shall be redeemed prior to the scheduled principal maturities or installments, and (viii) shall be administered and the Issuer shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth as Exhibit A to this Ordinance.

(d) Delivery of the Note. On the closing date, one Note representing the entire principal amount of the Note, payable to the purchaser designated in Section 10, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Clerk of the Issuer, and with the date of delivery inserted thereon, will be delivered to such purchaser.

Section 4. FORM OF NOTE. The form of the Note, including the form of Assignment to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as shown in Exhibit A to this Ordinance, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. SINKING FUND. A special Sinking Fund (the "Sinking Fund") is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the principal of said Note. All ad valorem taxes levied and collected for and on account of said Note shall be deposited, as collected, to the credit of said Sinking Fund. During each year while any of said Note is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to provide and maintain a sinking fund adequate to pay the principal of said Note as such principal matures (but never less than 2%

of the original amount of said Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while said Note is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the principal of said Note, as such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit or budgeted and appropriated to be deposited in the Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit or budgeted and appropriated to be deposited in the Sinking Fund.

Section 6. **DISCHARGE OF NOTE.** The Issuer reserves the right to defease, refund or discharge the Note in any manner now or hereafter permitted by law.

Section 7. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.**

(a) Replacement Note. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Issuer shall cause to be printed, executed and delivered, a new Note of the same principal amount and maturity, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Note shall be made by the Owner thereof to the Issuer. In every case of loss, theft or destruction of a Note, the Owner applying for a replacement Note shall furnish to the Issuer such security or indemnity as may be required by the Issuer to save it harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Owner shall furnish to the Issuer evidence to its satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Owner shall surrender to the Issuer for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred that is then continuing in the payment of the principal of the Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Enforceability of Replacement Note. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the Issuer or any other body or person.

Section 8. CUSTODY OF NOTE; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery to the Owner.

(b) The obligation of the Owner to accept delivery of the Note is subject to the Owner being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Note to the Owner. The engagement of such firm as bond counsel to the Issuer in connection with the issuance, sale and delivery of the Note is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or Mayor Pro-Tem, and the Mayor or Mayor Pro-Tem is hereby authorized to execute such engagement letter.

Section 9. NOTES NOT TAX-EXEMPT OBLIGATIONS. It is the intention of the Issuer that the Note not be an obligation described in section 103 of the Internal Revenue Code of 1986, as amended, interest on which is excludable from the gross income of the holders.

Section 10. SALE OF NOTE. The Note is hereby initially sold and shall be delivered to Space Exploration Technologies Corp. (the "Purchaser"), for cash for the par value thereof, pursuant to the Purchase Agreement dated the date of the final passage of this Ordinance which the Mayor is hereby authorized to execute and deliver. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 11. FURTHER PROCEDURES. The Mayor, Mayor Pro-Tem, City Administrator, City Clerk, and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such certificates, documents and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note and the sale of the Note. Prior to the initial delivery of the Note, the Mayor, Mayor Pro-Tem, City Administrator or City Clerk are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, or (ii) as may be necessary or convenient to carry out or assist in carrying out the intent and purposes of this Ordinance. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the issuance of the Note. The Issuer is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the Issuer or the Note in connection with the issuance of the Note.

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holder, (ii) grant additional rights or security for the benefit of the holder, (iii) add events of default as shall not be

inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holder, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holder.

(b) Except as provided in paragraph (a) above, the Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Note so as to (i) make any change in the maturity of the Note; (ii) reduce the amount of the principal of payable on the Note; (iii) modify the terms of payment of principal on the Note or impose any condition with respect to such payment; or (iv) change the requirement with respect to Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Owner of the Note a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of the mailing of such notice the Issuer shall receive an instrument or instruments executed by the Owner of the Note, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Owner of the Note shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Owner of the Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of the notice as provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of the mailing of said notice by the Owner, or by a successor in title, by filing notice with the Issuer.

Section 14. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of the Note when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Owner of the Note, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 90 days after notice of such default is given by the Owner to the Issuer.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, the Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of

competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Note shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Ordinance, the Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Commission.

Section 15. NOTE PROCEEDS FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "2025B Tax Note Proceeds Fund" (the "Note Proceeds Fund") for use by the Issuer for payment of all lawful costs associated with the payment of the Issuer's cumulative cash flow deficit as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Sinking fund. Amounts so deposited to the Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Note (including investment earnings thereon) and amounts deposited into the Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Note will be used as soon as practicable for the purposes for which the Note is issued.

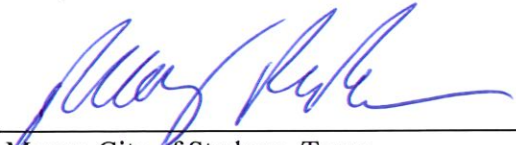
(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 16. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 17. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Commission.


(Execution Page Follows)

PASSED, APPROVED AND EFFECTIVE this September 17, 2025.



Mayor, City of Starbase, Texas

ATTEST:



City Clerk, City of Starbase, Texas



[CITY SEAL]

EXHIBIT A

FORM OF NOTE

A. The form of the Note, including the form of Assignment to be attached to the Note issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF STARBASE, TEXAS
2025B TAX NOTE

<u>Delivery Date</u>	<u>Stated Maturity</u>
September 29, 2025	September 28, 2026

OWNER: SPACE EXPLORATION TECHNOLOGIES CORP.

PRINCIPAL AMOUNT: ONE MILLION TWENTY-SIX THOUSAND DOLLARS

The City of Starbase, Texas (the "Issuer"), being a political subdivision of the State of Texas located in Cameron County, Texas, for value received, promises to pay, from the sources described herein, to the owner specified above, or its successor or assign (hereinafter called the "Owner"), on the Stated Maturity date specified above the principal amount hereinabove stated (or so much thereof as shall not have been redeemed prior to maturity). This Note shall not bear interest.

THE PRINCIPAL OF THIS NOTE is payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note is payable to the Owner hereof upon presentation and surrender of this Note at its Stated Maturity, or upon the date fixed for its redemption prior to maturity, at the office of Issuer's official depository bank. In addition, principal may be paid by such other method, acceptable to the Issuer, requested by, and at the risk and expense of, the Owner.

IF THE DATE for the payment of the principal of this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal office of the Issuer's official depository bank is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is dated the Delivery Date specified above, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$1,026,000 for the public purpose of paying (i) the Issuer's cumulative cash flow deficit; and (ii) professional services rendered in relation to the financing thereof.

THIS NOTE SHALL BE SUBJECT TO REDEMPTION prior to maturity, at the option of the Issuer, in whole or in part, on any business day thereafter, at the redemption price of par.

NOT LESS THAN ten (10) days prior to a redemption date for this Note, the Issuer shall send a notice of redemption by United States Mail, first class postage prepaid, to the Owner at the address of the Owner, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Owner.

ALL NOTICES OF REDEMPTION shall (i) specify the date of redemption for this Note, (ii) identify the portion of this Note to be redeemed, (iii) state the redemption price, (iv) state that this Note shall become due and payable on the redemption date specified, and (v) specify that payment of the redemption price for this Note shall be made at the office of the Issuer's official depository bank only upon presentation and surrender of this Note. If this Note has been called for redemption and notice of redemption has been duly given as hereinabove provided, this Note shall become due and payable; provided moneys sufficient for the payment of this Note at the then applicable redemption price are held for the purpose of such payment by the Issuer at its official depository bank.

THIS NOTE IS ISSUABLE IN THE FORM of one Note without coupons in the denomination of \$1,026,000. This Note may be transferred or exchanged as provided in the Note Ordinance, only upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Issuer and duly executed by the Owner or his duly authorized attorney, and thereupon a new Note of the same Stated Maturity and in the same aggregate principal amount shall be issued by the Issuer to the transferee in exchange therefor as provided in the Note Ordinance. The Issuer shall not be required to make any such transfer or exchange within ten (10) days prior to a redemption date.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of principal of this Note, as such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.


THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Owner of the Note.

BY BECOMING the Owner of this Note, the Owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Clerk of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.

(Signature) _____
City Clerk

(signature) _____
Mayor

(SEAL) 

ASSIGNMENT

(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers _____

Transferee's Social Security or Taxpayer Identification
Number: _____

Transferee's name and address, including zip code: _____

the within Note and all rights thereunder.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

Execution Instructions for

NOTE ORDINANCE
(three copies of signature page)

- Insert Ordinance number on line provided at the top of page 1 of the Certificates of Obligation Ordinance;

- All copies of the signature pages to the Certificates of Obligation Ordinance are to be:

signed by the **Mayor** and **City Clerk** *and*

sealed with the **City Seal** where indicated;

- Upon completion of the above, please scan and email a copy of page 1 and all three (3) executed signature pages of the Certificates of Obligation Ordinance to Gregory C. Schaecher at gschaecher@mphlegal.com and Nina Hines at nhines@mphlegal.com; and

- Return all originals to:

Gregory C. Schaecher
McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201

ORDINANCE NO. 2025-09-17-02-OR

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF STARBASE, TEXAS, 2025B TAX NOTE; LEVYING AN ANNUAL AD VALOREM TAX FOR PAYMENT OF SAID NOTE; AUTHORIZING EXECUTION OF A PURCHASE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTY OF CAMERON §
CITY OF STARBASE §

WHEREAS, pursuant to Texas Government Code, Chapter 1431, as amended ("Chapter 1431"), the City Commission of the City of Starbase, Texas (the "Issuer" or "City") is authorized and empowered to issue anticipation notes to pay (i) the Issuer's cumulative cash flow deficit; and (ii) professional services rendered in relation to the financing thereof; and

WHEREAS, in accordance with the provisions of Chapter 1431, the City Commission hereby finds and determines that an anticipation note should be issued and sold at this time to finance (i) the Issuer's cumulative cash flow deficit, and (ii) professional services rendered in relation to the financing thereof;

WHEREAS, it is considered to be to the best interest of the Issuer that said anticipation note be issued; and

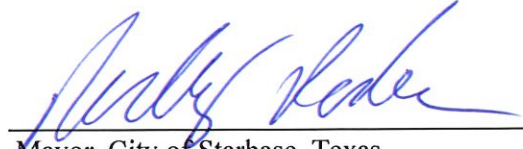
WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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PASSED, APPROVED AND EFFECTIVE this September 17, 2025.



Mayor, City of Starbase, Texas

ATTEST:

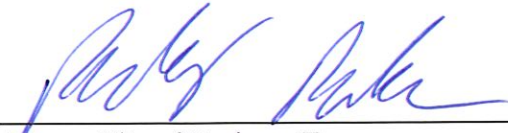


City Clerk, City of Starbase, Texas




[CITY SEAL]

PASSED, APPROVED AND EFFECTIVE this September 17, 2025.



Mayor, City of Starbase, Texas

ATTEST:

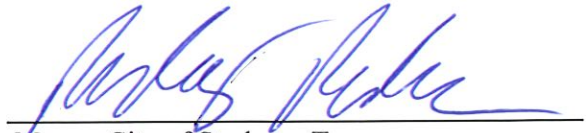


City Clerk, City of Starbase, Texas




[CITY SEAL]

PASSED, APPROVED AND EFFECTIVE this September 17, 2025.



Mayor, City of Starbase, Texas

ATTEST:



City Clerk, City of Starbase, Texas



[CITY SEAL]

TAB 02

CERTIFICATE FOR NOTE ORDINANCE

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF CAMERON §
CITY OF STARBASE §

We, the undersigned officers of the City of Starbase (the "City"), hereby certify as follows:

1. The City Commission of said City convened in regular meeting on the 17th of September, 2025, at its regular meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to-wit:

Bobby Peden, Mayor
Jordan Buss, Commissioner
Jenna Petrzelka, Commissioner

Caroline Cole, City Clerk

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written Ordinance entitled

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF STARBASE, TEXAS, 2025B TAX NOTE; LEVYING AN ANNUAL AD VALOREM TAX FOR PAYMENT OF SAID NOTE; AUTHORIZING EXECUTION OF A PURCHASE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of said City Commission. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried by the following vote:

AYES: 3

NOES: 0

ABSTAIN: 0

2. A true, full and correct copy of the aforesaid Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in the City Commission's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Commission's minutes of said Meeting pertaining to the passage of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Commission as indicated therein; that each of the officers and members of said City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

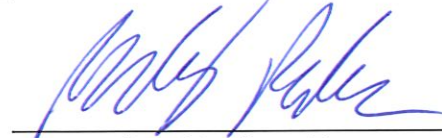
3. The Mayor of the City Commission of the City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Clerk of said City have duly signed said Ordinance; and that the Mayor and the City Clerk of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

4. That the Ordinance has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

SIGNED AND SEALED ON _____.



City Clerk, City of Starbase, Texas



Mayor, City of Starbase, Texas



(CITY SEAL)

Execution Instructions for

CERTIFICATE FOR NOTE ORDINANCE
(three copies of signature page)

PLEASE DO NOT DATE THIS DOCUMENT

- Insert names of applicable City Commission members that were absent from the September 17, 2025 meeting on line provided in Section 1 of the Certificate for Note Ordinance;
- Insert number of votes in the applicable spaces provided in Section 1 of the Certificate for Note Ordinance;
- All copies of the signature pages to the Certificate for Note Ordinance are to be:
 - signed by the **Mayor** and **City Clerk** *and*
 - sealed with the **City Seal** where indicated;
- Upon completion of the above, please scan and email a copy of page 1 and all three (3) executed signature pages of the Certificate for Ordinance to Gregory C. Schaecher at gschaecher@mphlegal.com and Nina Hines at nhines@mphlegal.com; and
- Return all originals to:

Gregory C. Schaecher
McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF CAMERON §
CITY OF STARBASE §

We, the undersigned officers of the City of Starbase (the "City"), hereby certify as follows:

1. The City Commission of said City convened in regular meeting on the 17th of September, 2025, at its regular meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to-wit:

Bobby Peden, Mayor
Jordan Buss, Commissioner
Jenna Petrzelka, Commissioner

Caroline Cole, City Clerk

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written Ordinance entitled

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF STARBASE, TEXAS, 2025B TAX NOTE; LEVYING AN ANNUAL AD VALOREM TAX FOR PAYMENT OF SAID NOTE; AUTHORIZING EXECUTION OF A PURCHASE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of said City Commission. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried by the following vote:

AYES: 3

NOES: 0

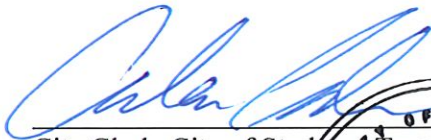
ABSTAIN: 0

2. A true, full and correct copy of the aforesaid Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in the City Commission's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Commission's minutes of said Meeting pertaining to the passage of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Commission as indicated therein; that each of the officers and members of said City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Mayor of the City Commission of the City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Clerk of said City have duly signed said Ordinance; and that the Mayor and the City Clerk of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

4. That the Ordinance has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

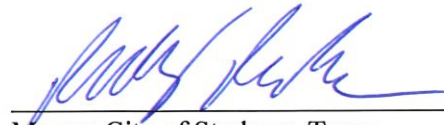
SIGNED AND SEALED ON _____.



City Clerk, City of Starbase, Texas



(CITY SEAL)




Mayor, City of Starbase, Texas

3. The Mayor of the City Commission of the City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Clerk of said City have duly signed said Ordinance; and that the Mayor and the City Clerk of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

4. That the Ordinance has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

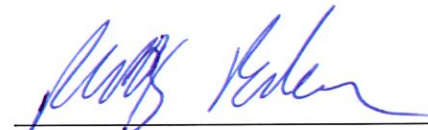
SIGNED AND SEALED ON _____.



City Clerk, City of Starbase, Texas



(CITY SEAL)

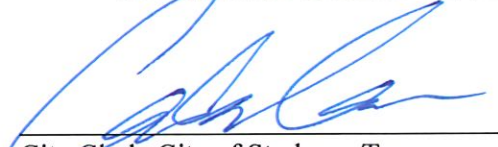


Mayor, City of Starbase, Texas

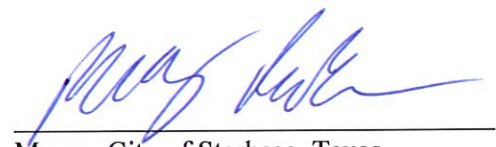
3. The Mayor of the City Commission of the City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Clerk of said City have duly signed said Ordinance; and that the Mayor and the City Clerk of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

4. That the Ordinance has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

SIGNED AND SEALED ON _____.



City Clerk, City of Starbase, Texas



Mayor, City of Starbase, Texas

(CITY SEAL)



TAB 03

PURCHASE AGREEMENT

PURCHASE AGREEMENT

September 17, 2025

Members of the City Commission
City of Starbase, Texas
39046 LBJ Blvd. Unit 02
Starbase, Texas 78521

McCall, Parkhurst & Horton L.L.P.
717 N. Harwood, 9th Floor
Dallas, Texas 75201

Hilltop Securities Inc.
717 N Harwood, Suite 3400
Dallas, Texas 75201

I, the undersigned, being an authorized officer of Space Exploration Technologies Corp. (the "Purchaser"), being an "Accredited Investor" as defined in Regulation D under the Securities Act, acknowledge that the City of Starbase, Texas (the "Issuer") is issuing its 2025B Tax Note (the "Note") in the amount of \$1,026,000 for the purpose of paying the Issuer's cumulative cash flow deficit and costs incurred in connection with the issuance of the Note. The Note is to be issued under the authority of Chapter 1431, Texas Government Code, as amended.

The Purchaser understands that the Note will constitute a general obligation of the Issuer, payable from and secured by the receipts of an ad valorem tax levied, within the limits prescribed by law, sufficient to pay the principal of the Note, as such principal come due, and further understands that, in accordance with Texas state law, the Issuer is limited to a tax rate of \$1.50 per \$100 of taxable assessed valuation, including the payment of debt service on its debt, including the Note. The Purchaser hereby acknowledges receipt of the ordinance authorizing the issuance and sale of the Note (the "Ordinance") adopted by the City Commission of the Issuer on September 17, 2025.

The Purchaser further understands that the Note will be sold for cash, and delivered in the form of a single note in the denomination of \$1,026,000, as reduced by payments and redemptions of principal. The Note will initially be made payable to the order of the Purchaser, but may be assigned by the Purchaser in whole, but not in part. The Note will be delivered in physical form, and will not be subject to a book-entry system of payment, registration and transfer.

In connection with the Note, the Purchaser agrees as follows:

- A. The Purchaser agrees to purchase and the Issuer agrees to sell the Note at the purchase price of \$1,026,000, being the principal amount of the Note. Delivery of the Note to the Purchaser (the "Closing") shall be made at the Dallas, Texas, office of McCall, Parkhurst & Horton L.L.P., the Issuer's Bond Counsel, on or about September 29, 2025 (the "Delivery Date"), it being understood that this Delivery Date may be extended by mutual consent of the Purchaser and the Issuer.
- B. The Note will mature on September 28, 2026. The Note shall not bear interest. The Purchaser acknowledges that it is the intention of the Issuer that the Notes not be obligations described in section 103 of the Internal Revenue Code of 1986, as amended, interest on which is excludable from the gross income of the holders and in that regard the Issuer will not file a form 8038-G, or

any comparable information return relating to tax-exempt obligations, with the Internal Revenue Service.

- C. On any business day, with ten (10) days notice, the unpaid principal of the Note may be redeemed, in whole or in part, prior to maturity, at the option of the Issuer, at a redemption price equal to the principal amount to be redeemed.
- D. In regard to its purchase of the Note, the Purchaser acknowledges that no prospectus or other offering document has been prepared; however, the Issuer has furnished the Purchaser with all information requested by the Purchaser that the Purchaser has attached significance thereto to permit the Purchaser to make an informed decision concerning its purchase of the Note, and the Purchaser has made such inspections and investigations as it has deemed necessary to determine the credit quality of the Note and to assess the risk factors associated with the purchase and ownership of the Note. The Purchaser hereby acknowledges and represents that it has been furnished with such financial information relating to the Issuer as it has requested for the purpose of making its assessment of an extension of credit represented by purchasing the Note. The Purchaser hereby acknowledges and represents that it is familiar with the financial condition of the Issuer and the ability of the Issuer to timely pay the principal of the Note. The Purchaser has had a reasonable opportunity to request and review such other information as it needs from the Issuer in order to enable it to make an informed decision to purchase the Note. The Purchaser is not relying on McCall, Parkhurst & Horton L.L.P., the Issuer's Bond Counsel in connection with the Note, or on Hilltop Securities Inc., the Issuer's Financial Advisor, as to the completeness or accuracy of any financial information provided to the Purchaser by the Issuer in connection with its determination to purchase the Note. In connection with the purchase of the Note, the Purchaser is not acting in a fiduciary capacity to the Issuer or in the capacity of a broker, dealer, municipal securities underwriter, financial advisor or municipal advisor.
- E. The Note is being purchased by the Purchaser for the account of the Purchaser as evidence of a loan (and not on behalf of another), and the Purchaser has no present intention of reselling such Note or dividing its interest therein, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance; provided, however that the Purchaser reserves the right to sell, pledge, transfer, convey, hypothecate, or dispose of the Note at some future date, but only to: (i) an affiliate of the Purchaser; (ii) a "Bank" as defined in section 3(a)(2) of the Securities Act; (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Regulation 144A under the Securities Act. The Note may be transferred to the new owner in whole but not in part.
- F. The Purchaser acknowledges that (1) the Note will not be rated; (2) the Note will not be listed on any securities exchange; and (3) no trading market now exists for the Note, and none may exist in the future. Accordingly, the Purchaser understands that it may need to bear the risks of this loan for an indefinite time, since any sale prior to the maturity for the Note may not be possible or may be at a price below that which the Purchaser is paying for the Note.
- G. It is understood and agreed that (1) the Purchaser is buying the Note in a private placement by the Issuer to the Purchaser; (2) the Note is exempt from any federal securities registration requirements by virtue of Section 3(a)(2) of the Securities Act; and (3) the private placement of the Note is exempt from the provisions of Rule 15c2-12 of the United States Securities and Exchange Commission (the "Rule"); consequently the Issuer has not undertaken to make any on-going disclosures for the benefit of the owner of the Note in accordance with the Rule.

H. This Purchase Agreement shall be terminated by delivery of the Note in the amount of \$1,026,000 to the Purchaser on the Delivery Date, provided that the representations of the Purchaser in paragraphs D., E., F., and G. shall survive the termination hereof.

I. As a condition to the purchase of the Note, the Purchaser shall receive at the Closing:

1. An opinion of Bond Counsel in substantially the form attached hereto as Exhibit A;
2. A certified copy of the Ordinance;
3. An incumbency and no-litigation certificate in the form satisfactory to the Purchaser; and
4. Such other items as the Purchaser shall reasonably require.

J. The Purchaser hereby makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Purchaser within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Purchase Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Purchase Agreement, notwithstanding anything in this Purchase Agreement to the contrary.

- (a) Not a Sanctioned Company. The Purchaser represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Purchaser and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- (b) No Boycott of Israel. The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
- (c) No Discrimination Against Firearm Entities. The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.
- (d) No Boycott of Energy Companies. The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

- K. The Purchaser has delivered to the Issuer a disclosure form and certification of filing generated by the Texas Ethics Commission's (the "TEC") electronic portal (the "Disclosure Form"), signed by an authorized agent of the Purchaser and attested to by unsworn declaration, prior to the execution of this Purchase Agreement by the Issuer and the Purchaser. The Issuer hereby confirms receipt of the Disclosure Form from the Purchaser and agrees to acknowledge such form with the TEC through its electronic filing application within thirty (30) days of the date of this Purchase Agreement.
- L. This Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed as an original and all of which shall constitute one and the same agreement. The delivery of copies of this Purchase Agreement as executed by Adobe Acrobat PDF or similar electronic form of execution, or by electronic reproduction of a manual signature transmitted via electronic mail or facsimile, shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

Respectfully submitted,

SPACE EXPLORATION TECHNOLOGIES CORP.


By: _____

Name: _____

Title: _____

ACCEPTANCE

ACCEPTED pursuant to the Ordinance adopted by the City Commission of the City of Starbase, Texas, this the 17th day of September, 2025.



Mayor
City of Starbase, Texas

Exhibit A

Form of Opinion of Bond Counsel

September 29, 2025

Members of the City Commission
City of Starbase, Texas
39046 LBJ Blvd. Unit 02
Starbase, Texas 78521

Space Exploration Technologies Corp.
54298 Boca Chica Blvd.
Starbase, Texas 78521

Re: \$1,026,000 City of Starbase, Texas 2025B Tax Note

As Bond Counsel for the City of Starbase, Texas, the issuer (the "Issuer") of the Note (the "Note") described above, we have examined into the legality and validity of the Note, which does not bear interest, and matures and is subject to redemption prior to maturity, all in accordance with the terms and conditions stated in the text of the Note.

We have examined the applicable and pertinent provisions of the Constitution and laws of the State of Texas, and a transcript of certified proceedings of the Issuer, and other pertinent instruments authorizing and relating to the issuance of the Note, including executed Note payable to Space Exploration Technologies Corp.

Based on said examination, it is our opinion that the Note has been authorized, issued and duly delivered in accordance with law; and that except as may be limited by laws applicable to the Issuer relating to governmental immunity, bankruptcy, reorganization, and other similar matters affecting creditors' rights generally, and by general principles of equity which permit the exercise of judicial discretion, the Note constitutes a valid and legally binding obligation of the Issuer; and that a continuing ad valorem tax of the Issuer sufficient to provide for the payment of the principal of the Note has been levied and pledged for such purpose, within the limits prescribed by law, as provided in the ordinance authorizing the issuance of the Note.

We express no opinion as to any federal, state or local tax consequences of acquiring, carrying, owning, or disposing of the Note. The owner of the Note should consult its own tax advisors regarding the applicability of any collateral tax consequences of owning the Note.

We express no opinion as to any insurance policies issued with respect to the payments due for the principal of the Note, nor as to any such insurance policies issued in the future.

Our sole engagement in connection with the issuance of the Note is as Bond Counsel for the Issuer, and, in that capacity, we have been engaged by the Issuer for the sole purpose of rendering our opinions with respect to the legality and validity of the Note under the Constitution and laws of the State of Texas, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the Issuer,

or the disclosure, if any, thereof in connection with the sale of the Note, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Note and have relied solely on Note executed by officials of the Issuer as to certain matters upon which we have relied in rendering our opinion, including the current outstanding indebtedness of, and the assessed valuation of taxable property within, the Issuer.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result; rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions.

This opinion is furnished solely for your benefit and may be relied upon only by the addressees hereof or anyone to whom specific permission is given in writing by us.

Respectfully,

Execution Instructions for

PURCHASE AGREEMENT
(three copies of signature page)

- All copies of the signature pages to the Purchase Agreement are to be:

signed by the **Mayor**;

- Upon completion of the above, please scan and email all three (3) executed signature pages of the Purchase Agreement to Gregory C. Schaecher at gschaecher@mphlegal.com and Nina Hines at nhines@mphlegal.com; and

- Return all originals to:

Gregory C. Schaecher
McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201

ACCEPTANCE

ACCEPTED pursuant to the Ordinance adopted by the City Commission of the City of Starbase, Texas, this the 17th day of September, 2025.

A handwritten signature in blue ink, appearing to read "M. G. Kuba", is written over a horizontal line.

Mayor
City of Starbase, Texas

ACCEPTANCE


ACCEPTED pursuant to the Ordinance adopted by the City Commission of the City of Starbase, Texas, this the 17th day of September, 2025.

A handwritten signature in blue ink, appearing to read "Dody Rubin", is written over a horizontal line.

Mayor
City of Starbase, Texas

ACCEPTANCE

ACCEPTED pursuant to the Ordinance adopted by the City Commission of the City of Starbase, Texas, this the 17th day of September, 2025.



Mayor
City of Starbase, Texas

TAB 04

GENERAL AND NO-LITIGATION CERTIFICATE

GENERAL AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF CAMERON §
CITY OF STARBASE §

We, the undersigned officers of the City of Starbase, Texas (the "Issuer"), hereby certify that we are executing and delivering this certificate with reference to the following:

City of Starbase, Texas 2025B Tax Note, dated September 29, 2025, in the principal amount of \$1,026,000 (the "Note"), authorized by an ordinance of the City Commission of the Issuer on September 17, 2025 (the "Ordinance").

The certifications herein are made this, the _____ day of _____, 2025.

1. The Issuer is a duly incorporated Type A general law municipality, having less than 5,000 inhabitants, operating and existing under the Constitution and laws of the State of Texas.

2. As of the date hereof, the members and the officers of the City Commission and certain other officers of the Issuer are as follows:

Bobby Peden, Mayor
Jordan Buss, Commissioner
Jenna Petrzelka, Commissioner

Caroline Cole, City Clerk
Kent Myers, City Administrator

3. No litigation of any nature has ever been filed pertaining to, affecting or contesting: (a) the Ordinance which authorized the Note described above; (b) the issuance, delivery, payment, security or validity of said Note; (c) the authority of the governing body and the officers of said Issuer to issue, execute and deliver said Note; (d) the validity of the corporate existence of said Issuer; (e) the current tax rolls of said Issuer; and that no litigation is pending pertaining to, affecting, questioning or contesting the current boundaries of said Issuer.

4. The total principal amount of the presently outstanding general obligation indebtedness of the Issuer, excluding the Note, is \$1,528,000.

Certifications as to Execution of Note and Issuer Seal

5. We officially executed and signed said Note with our manual signatures or by causing facsimiles of our manual signatures to be placed on said Note, and, if appropriate, we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed the Note.

6. The Note is substantially in the form, and has been duly executed and signed in the manner, prescribed in the Ordinance authorizing the issuance of said Note.

7. At the time we so executed and signed said Note we were, and at the time of executing this certificate we are, the duly chosen, qualified and acting officers indicated therein, and authorized to execute the same.

8. No litigation of any nature has been filed or is now pending to restrain or enjoin the issuance or delivery of said Note, or which would affect validity of the Note or the provision made for its payment or security, or in any manner questioning the proceedings or authority concerning the issuance of the Note, or that would, if decided adversely, would have a materially adverse effect on the financial condition of the Issuer, and that so far as we know and believe no such litigation is threatened.

9. Neither the corporate existence nor boundaries of the Issuer are being contested, that no litigation has been filed or is now pending which would affect the authority of the officers of the Issuer to issue, execute, sign, and deliver said Note, and that no authority or proceedings for the issuance of said Note have been repealed, revoked or rescinded.

10. We have caused the official seal of the Issuer to be impressed, or placed in facsimile, on said Note; and said seal on said Note has been duly adopted as, and is hereby declared to be, the official seal of the Issuer.

Certifications as to Required Texas Ethics Commission Filings

11. The Issuer has received all required disclosure filings under Section 2252.908 of the Texas Government Code in connection with the authorization and issuance of the Note and has notified or will notify the Texas Ethics Commission ("TEC") of its receipt of such filings by acknowledging such filings in accordance with TEC's rules.

Incumbency Certification

12. The persons named below are on the date hereof, the duly elected and qualified incumbents of the offices of the Issuer set opposite their respective names, and the signatures herein below are the genuine signatures of said officers. By signing below, such officers hereby evidence their lawful signatures, adopt same as facsimiles for the purpose of executing the Note and attest to the truthfulness of the foregoing certifications.

[Remainder of this page is intentionally left blank.]

MANUAL SIGNATURES

OFFICIAL TITLES

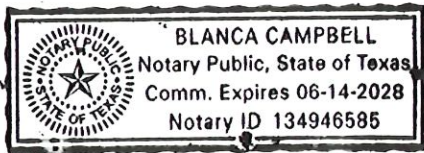
[Signature]
[Signature]

Mayor

City Clerk

Before me on this day personally appeared the foregoing individuals known to me to be the persons whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this September 19, 2025.



[Signature]
Notary Public

Typed Name: Blanca Campbell

(Notary Seal)

Execution Instructions for

GENERAL AND NO-LITIGATION CERTIFICATE
(three copies of signature page)

- All copies of the signature pages to the General and No-Litigation Certificate are to be:

signed by the **Mayor** and **City Clerk**;

- All copies to be executed and sealed by a **Notary Public**.

The Notary Signature must Match *Exactly* the Name on the Notary Seal (This includes middle name, any initials and/or suffix);

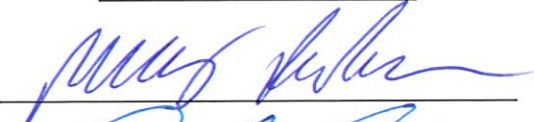

- Upon completion of the above, please scan and email all three (3) executed signature pages of the General and No-Litigation Certificate to Gregory C. Schaecher at gschaecher@mphlegal.com and Nina Hines at nhines@mphlegal.com; and

- Return all originals to:

Gregory C. Schaecher
McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201

MANUAL SIGNATURES

OFFICIAL TITLES

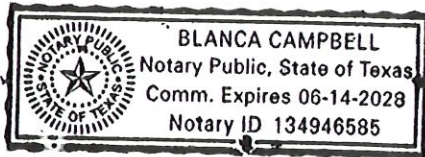



Mayor

City Clerk

Before me on this day personally appeared the foregoing individuals known to me to be the persons whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this September 19, 2025.





Notary Public


Typed Name: Blanca Campbell

(Notary Seal)

MANUAL SIGNATURES

OFFICIAL TITLES



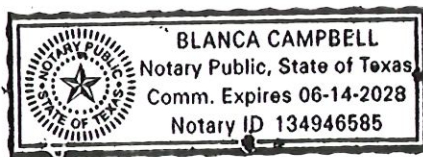


Mayor

City Clerk

Before me on this day personally appeared the foregoing individuals known to me to be the persons whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this September 19, 2025.






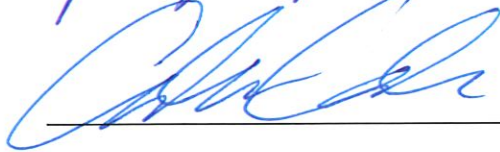
Notary Public

Typed Name: Blanca Campbell

(Notary Seal)

MANUAL SIGNATURES

OFFICIAL TITLES

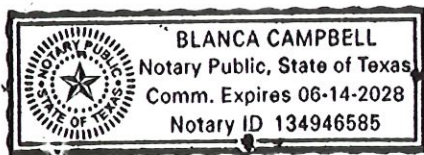



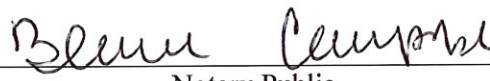
Mayor

City Clerk

Before me on this day personally appeared the foregoing individuals known to me to be the persons whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this September 19, 2025.




Notary Public

Typed Name: Blanca Campbell

(Notary Seal)

TAB 05

INITIAL NOTE

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF STARBASE, TEXAS
2025B TAX NOTE

<u>Delivery Date</u>	<u>Stated Maturity</u>
September 29, 2025	September 28, 2026

OWNER: SPACE EXPLORATION TECHNOLOGIES CORP.

PRINCIPAL AMOUNT: ONE MILLION TWENTY-SIX THOUSAND DOLLARS

The City of Starbase, Texas (the "Issuer"), being a political subdivision of the State of Texas located in Cameron County, Texas, for value received, promises to pay, from the sources described herein, to the owner specified above, or its successor or assign (hereinafter called the "Owner"), on the Stated Maturity date specified above the principal amount hereinabove stated (or so much thereof as shall not have been redeemed prior to maturity). This Note shall not bear interest.

THE PRINCIPAL OF THIS NOTE is payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note is payable to the Owner hereof upon presentation and surrender of this Note at its Stated Maturity, or upon the date fixed for its redemption prior to maturity, at the office of Issuer's official depository bank. In addition, principal may be paid by such other method, acceptable to the Issuer, requested by, and at the risk and expense of, the Owner.

IF THE DATE for the payment of the principal of this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal office of the Issuer's official depository bank is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is dated the Delivery Date specified above, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$1,026,000 for the public purpose of paying (i) the Issuer's cumulative cash flow deficit; and (ii) professional services rendered in relation to the financing thereof.

THIS NOTE SHALL BE SUBJECT TO REDEMPTION prior to maturity, at the option of the Issuer, in whole or in part, on any business day thereafter, at the redemption price of par.

NOT LESS THAN ten (10) days prior to a redemption date for this Note, the Issuer shall send a notice of redemption by United States Mail, first class postage prepaid, to the Owner at the address of the Owner, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Owner.

ALL NOTICES OF REDEMPTION shall (i) specify the date of redemption for this Note, (ii) identify the portion of this Note to be redeemed, (iii) state the redemption price, (iv) state that this Note shall become due and payable on the redemption date specified, and (v) specify that payment of the redemption price for this Note shall be made at the office of the Issuer's official depository bank only upon presentation and surrender of this Note. If this Note has been called for redemption and notice of redemption has been duly given as hereinabove provided, this Note shall become due and payable; provided moneys sufficient for the payment of this Note at the then applicable redemption price are held for the purpose of such payment by the Issuer at its official depository bank.

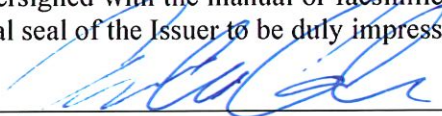
THIS NOTE IS ISSUABLE IN THE FORM of one Note without coupons in the denomination of \$1,026,000. This Note may be transferred or exchanged as provided in the Note Ordinance, only upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Issuer and duly executed by the Owner or his duly authorized attorney, and thereupon a new Note of the same Stated Maturity and in the same aggregate principal amount shall be issued by the Issuer to the transferee in exchange therefor as provided in the Note Ordinance. The Issuer shall not be required to make any such transfer or exchange within ten (10) days prior to a redemption date.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of principal of this Note, as such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

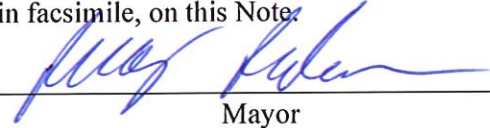
THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Owner of the Note.

BY BECOMING the Owner of this Note, the Owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Clerk of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.



City Clerk



Mayor

(SEAL)



ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers _____

Transferee's Social Security or Taxpayer Identification
Number: _____

Transferee's name and address, including zip code: _____

the within Note and all rights thereunder.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

Execution Instructions for

INITIAL NOTE
(two copies of signature page)

- All copies of the signature pages to the Initial Note are to be:

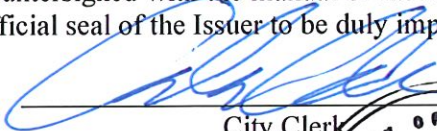
signed by the **Mayor and City Clerk**;

- Upon completion of the above, please scan and email both executed signature pages of the Initial Note to Gregory C. Schaecher at gschaecher@mphlegal.com and Nina Hines at nhines@mphlegal.com; and

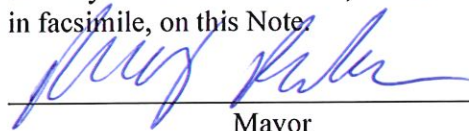
- Return all originals to:

Gregory C. Schaecher
McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Clerk of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.



City Clerk

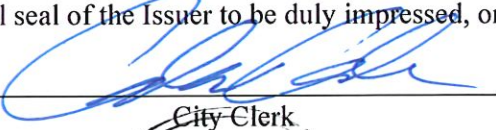


Mayor

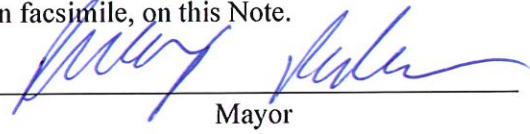
(SEAL)



IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Clerk of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.



City Clerk



Mayor

(SEAL)



TAB 06

ISSUER'S RECEIPT FOR PROCEEDS

ISSUER'S RECEIPT FOR PROCEEDS

THE STATE OF TEXAS	§
COUNTY OF CAMERON	§
CITY OF STARBASE	§

The undersigned hereby certifies as follows:

(a) That this certificate is executed and delivered with reference to

City of Starbase, Texas 2025B Tax Note, dated September 29, 2025, in the principal amount of \$1,026,000, authorized by an ordinance passed by the City Commission on September 17, 2025 (the "Note").

(b) That the undersigned is the Mayor of the issuer of said Note, and pursuant to the Ordinance, is thereby authorized to execute this receipt.

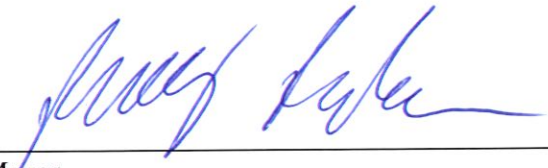
(c) That said Note has been duly delivered to the purchaser thereof, namely:

SPACE EXPLORATION TECHNOLOGIES CORP.

(d) That said Note has been paid for in full by said purchaser concurrently with the delivery of this certificate, and the issuer of said Note has received, and hereby acknowledges receipt of, the agreed purchase price for said Note, being \$1,026,000 (representing the principal amount of the Note).

[Execution page follows]

EXECUTED and delivered this ____ day of _____, 2025.



Mayor

Execution Instructions for

ISSUER'S RECEIPT FOR PROCEEDS
(three copies of signature page)

PLEASE DO NOT DATE THIS DOCUMENT

- All copies of the signature pages to the Issuer's Receipt for Proceeds are to be:

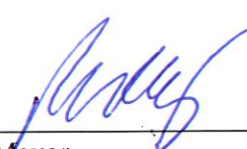
signed by the **Mayor**;

- Upon completion of the above, please scan and email all three (3) executed signature pages of the Issuer's Receipt for Proceeds to Gregory C. Schaecher at gschaecher@mphlegal.com and Nina Hines at nhines@mphlegal.com; and

- Return all originals to:

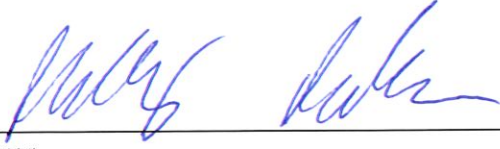
Gregory C. Schaecher
McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201

EXECUTED and delivered this ____ day of _____, 2025.



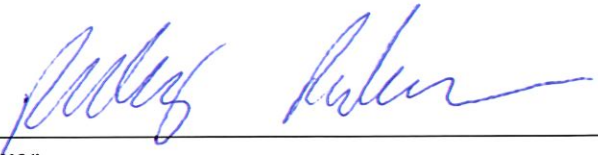
Mayor

EXECUTED and delivered this ____ day of _____, 2025.



Mayor

EXECUTED and delivered this ____ day of _____, 2025.



Mayor