

August __, 2025

City of Hawthorne
4455 W. 126th St.
Hawthorne, CA 90250
Attention: City Manager

RE: Letter of Agreement for a traffic study for crosswalk feasibility along Jack Northrop Avenue, Hawthorne (the "Crosswalk Improvements") all as set shown on Exhibit 1 hereto.

Dear _____:

This Letter of Agreement by and between City of Hawthorne, a California municipal corporation (the "City") and Space Exploration Technologies Corp., a Texas corporation ("SpaceX") sets forth the terms and conditions under which SpaceX will seek a traffic study to determine the feasibility of installing the Crosswalk Improvements.

1. **Traffic Study.** Following execution of this Letter of Agreement between the parties, but subject to the terms and conditions set forth herein, the City will engage the services of a third party selected by the City and approved by SpaceX to conduct a traffic study which will be limited to providing the requirements necessary to improve and/or install the Crosswalk Improvements. The scope of the study will extend only to Crosswalk Improvements and exclude the additional items listed in the "Jack Northrop Improvement Project #25-01." Before City engages a third party to conduct the traffic study, SpaceX shall have the right to approve of the scope of the traffic study and its final cost. For clarity, SpaceX will not be responsible for payment of any costs under this Letter of Agreement unless such costs are agreed to by SpaceX in writing prior to being incurred. Upon completion of the traffic study, SpaceX will determine, in its sole and absolute discretion, if it desires to proceed with discussions between it and the City regarding the Crosswalk Improvements. If SpaceX elects not to proceed with the Crosswalk Improvements at any time and for any reason following its receipt and review of the traffic study, SpaceX will have no further obligations under this Letter of Agreement or otherwise with respect to the construction or installation of the Crosswalk Improvements.

2. **Future Crosswalk Improvement Agreement.** SpaceX shall inform the City if SpaceX desires to proceed with discussions between it and the City regarding the installation of the Crosswalk Improvements. If the traffic study shows to the satisfaction of the City that crosswalks are recommended, feasible, and would not result in an increase of dangerous conditions, then the parties will promptly begin to negotiate and prepare a definitive agreement for the design, installation and maintenance of the Crosswalk Improvements (the "Crosswalk Improvement Agreement"). For clarity, SpaceX, at its sole and absolute discretion, may elect to abandon the project at any time for any reason, including without limitation, if the traffic study reveals more extensive costs or work required than contemplated by SpaceX.

3. **Future Crosswalk Improvement Agreement Terms.** The full execution and delivery of formal written agreement acceptable to all parties is a condition precedent to the creation of any legally binding contractual relationship between the parties with respect to the installation of the Crosswalk Improvements. Among other things, the parties contemplate such definitive agreement shall include:

- (i) SpaceX will incur expenses necessary for installation of the Crosswalk Improvements;
- (ii) Commitment that the City will continue to own the land upon which the crosswalks are located and that upon completion of the crosswalks, and that the City shall accept all liability and otherwise be responsible for all maintenance and ownership thereof.

4. **Ownership of Jack Northrop; Representations and Warranties.** City acknowledges that (i) it owns the street commonly known as Jack Northrop Avenue; (ii) no third party has any rights in the space that will be utilized for the Crosswalk Improvements; and (iii) no third-party approvals will be required for such activities. The parties otherwise shall make customary representations and warranties concerning their due formation and authorization to enter into the Crosswalk Improvement Agreement, together with such other representations which may be set forth in the Crosswalk Improvement Agreement.

5. **Confidentiality.** The parties agree that the information contained in this letter and any information exchanged between the parties in connection with the transaction contemplated in this letter is strictly confidential. Each party agrees not to disclose such information, or any aspect of the transaction contemplated in this letter to any third party without the other party's prior written consent; provided that any party may disclose such information (i) to any confidential advisors; (ii) to others as needed to perform their obligations hereunder; (iii) to prospective partner, investor, nominees, designee or lender, or any confidential advisor thereof; or (iv) as may be required by law.

6. **Counterparts.** This Letter of Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. An executed copy delivered by fax or similar electronic means shall be effective as an original.

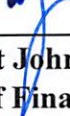
7. **Governing Law; Waiver of Jury Trial.** This Letter of Agreement shall be governed by and construed in accordance with the substantive laws of the State of California without regard to conflict of laws principles. Each of the parties hereby irrevocably and unconditionally waives the right to a jury trial in connection with any claim arising out of or related to this letter or the transactions contemplated hereby. Venue shall be in Los Angeles, California.

If this Letter of Agreement is acceptable, please have City's authorized representative sign below where indicated and return a fully executed copy to my attention. Once fully executed, the parties will discuss the preparation of the Crosswalk Improvement Agreement.

SpaceX reserves the right to revoke this Letter of Agreement at any time prior to mutual execution.

Very truly yours,

**SPACE EXPLORATION
TECHNOLOGIES CORP.,
A Texas corporation**

By: 
Name: **Bret Johnsen**
Title: **Chief Financial Officer**

AGREED AND ACCEPTED THIS _____ DAY OF AUGUST 2025.

CITY OF HAWTHORNE

By: _____
Name: **Vontray Norris**
Title: **City Manager**

Attest:

Dayna Williams Hunter, City Clerk

Approved as to Form:

Robert M. Kim, City Attorney

Exhibit 1

Crosswalk Improvements Approximate Location

