

GROUND SUBLEASE

This Ground Sublease ("Sublease") is entered into by and between Hawthorne Airport, LLC, a Delaware limited liability company ("Sublessor"), Space Exploration Technologies Corp. a Texas corporation formerly domiciled in Delaware ("Sublessee"), and Zelman Hawthorne, LLC, a Delaware limited liability company ("Zelman") with regard to the following facts:

RECITALS:

A. On January 1, 1979, the City of Hawthorne, a California municipal corporation ("Landlord"), on the one hand, and Northrop Corporation, a California corporation, on the other hand, entered into a lease agreement (the "1979 Lease") for certain portions of land located on the southwestern edge of the "Hawthorne Municipal Airport - Jack Northrop Field" (the "Airport"), commonly known as Section A + G and Section B (the "Northrop Premises"). Vought Aircraft Industries, Inc., a Delaware Corporation ("Vought") became Northrop's successor-in-interest to the 1979 Lease. The 1979 Lease terminated on December 31, 2005. On September 25, 2007, Landlord and Vought entered into a new lease for the Northrop Premises (the "2007 Lease"). On or about August 26, 2011, Vought merged with Triumph Aerostructures, LLC, a Delaware limited liability company ("Triumph"), the latter of which became the surviving entity.

B. Sublessor is currently leasing from the Landlord certain portions of the Airport pursuant to: (i) that certain Ground Lease dated as of January 3, 2005; (ii) that certain First Amendment to Ground Lease dated as of November 22, 2005; (iii) that certain Second Amendment to Ground Lease dated as of June 13, 2006; (iv) that certain Third Amendment to Ground Lease dated as of June 28, 2017; and (v) that certain Fourth Amendment to Ground Lease dated as of January 24, 2024 (collectively the "Master Ground Lease" or "MGL"). A true and correct copy of the MGL is attached hereto as Exhibit "A". Section 29.1 of the Master Ground Lease included an option for Sublessor to lease the Northrop Premises. Sublessor duly exercised its option. In 2007, the Landlord approved and adopted the Municipal Airport Master Plan (the "Mater Plan"), which was commissioned jointly by the Landlord and Sublessor, for the purpose of depicting and planning the development of the Airport.

C. Zelman, as landlord, and Sublessee, as tenant, entered into that certain Commercial/Industrial Lease dated October 13, 2014, as amended by that certain First Amendment to Lease dated January 1, 2016, that certain Second Amendment to Lease dated April 1, 2016, that Third Amendment to Lease dated March 1, 2018, that Fourth Amendment to Lease dated January 10, 2020, that Fifth Amendment to Lease dated April 15, 2020, that Sixth Amendment to Lease dated July 1, 2020, and that Seventh Amendment to Lease dated October 1, 2020 (as amended, the "SpaceX Lease"), for certain premises located at 3901 Jack Northrop Avenue, Hawthorne, CA, as more particularly described in the SpaceX Lease.

D. On December 31, 2020, Zelman concurrently entered into: (i) the Assignment and Assumption of Lease agreement, whereby Triumph assigned its interest and to the 2007 Lease to Zelman; and (ii) the First Amendment to the 2007 Lease (the "Zelman Amendment"), between Zelman, on the one hand, and Landlord, on the other hand, with respect to the Northrop Premises.

E. Zelman, as sublessor, and Sublessee, as sublessee, entered into that certain Sublease Agreement dated January 1, 2021 (the "SpaceX Sublease"), with respect to the Northrop Premises.

F. A dispute arose regarding Zelman Amendment, and the impact thereof on Sublessor's right to the Northrop Premises under the Master Ground Lease. This dispute led to a lawsuit filed in the Superior Court of the State of California for the County of Los Angeles, Case No. 22TRCV01306, entitled *Hawthorne Airport, LLC v. City of Hawthorne, et al.* (the "Action"), to which Sublessor, Sublessee, Landlord, and Zelman were parties.

G. The Action was resolved after settlements were entered between Sublessor and Sublessee (the "SpaceX Settlement"), Sublessor and Zelman (the "Zelman Settlement"), and Sublessor and Landlord (the "City Settlement") (collectively, the "Settlement Agreements"). True and correct copies of the Settlement Agreements are collectively attached hereto as Exhibit "B". The SpaceX Settlement and the Zelman Settlement each provided, in pertinent part, that Sublessee and Zelman agreed to be bound by the resolution of the Action between Sublessor and the City, and that if Sublessor was determined to have the right to possess the Northrop Premises, that Sublessor and Sublessee would enter into a new lease. Sublessor, Sublessee, and Zelman further agreed that Sublessor would have the right to develop the Northrop Premises and that any reduction of leasehold would result in a proportional reduction to any rent payable under the new lease.

H. Pursuant to the City Settlement and the Fourth Amendment to the MGL, Landlord and Sublessor agreed that the 2007 Lease would be terminated and this Sublease would be entered between Sublessor and Sublessee.

I. The total square footage of the Northrop Premises is 86,337 square feet. Section A+G is 24,882 square feet in size, and Section B is 61,455 square feet in size. As part of Sublessor's development obligations for the Airport, the entirety of Section B (i.e., 71.18%) of the Northrop Premises is being turned over to Sublessor by Sublessee and Zelman, leaving a total of 24,882 square feet of land for use in this Sublease (the "Subleased Premises"). A true and correct copy of the legal description of the Subleased Premises is attached hereto as Exhibit "C". A true and correct copy of map of depicting the Subleased Premises is attached hereto as Exhibit "D".

J. Sublessee desires to sublease from Sublessor the Subleased Premises. Sublessor has agreed to sublease the Subleased Premises to Sublessee upon the terms, covenants and conditions herein set forth. Sublessor and Zelman further desire and agree that, should Sublessee no longer desire to Sublease the Subleased Premises, Zelman, at its option, may be assigned Sublessee's interest in the Subleased Premises.

SUBLEASE:

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Sublease. Sublessor hereby subleases and demises to Sublessee and Sublessee hereby hires and takes from Sublessor the Subleased Premises for the uses and upon the terms and conditions set forth in this Sublease.

1.1 Effective Date. This Sublease shall be deemed effective as of August 4, 2025 (the "Effective Date").

1.2 No New Deposit by Sublessee. In connection with this Sublease, Sublessee shall not be required to make any new deposit to Sublessor. Sublessor shall not be liable to Sublessee or Zelman for any deposit. Sublessee and Zelman acknowledge and agree that Sublessee has not paid any deposit to Zelman in connection with the SpaceX Lease.

1.3 Use of the Subleased Premises. Sublessee shall have the right to use the Subleased Premises for any and all uses that Landlord deems consistent with the governing land use controls, which land use controls may be amended by the City in the future. At present, the governing land use control is the Master Plan. Parking, ingress/egress and loading uses are hereby deemed consistent with the Master Plan. Notwithstanding the foregoing, the Subleased Premises shall not be used for access to the Airport. Consistent with Sections 1.4 and 4.4, herein, Sublessor shall have the right to reduce the size of, or eliminate entirely, the Subleased Premises in connection with Sublessor's ongoing obligations to develop the Airport pursuant to the Master Plan, subject to the restrictions and obligations set forth in Section 4.4.

1.4 Sublessor's Reserved Rights. In addition to those rights as set forth in Section 4.4 herein, Sublessor reserves the right to, from time to time, take the following actions, so long as such actions are taken in a manner to minimize any disruptions to the business and activities of Sublessee and Sublessee's tenants, guests, and invitees and do not materially impair the ability of Sublessee or Sublessee's tenants, guests, and invitees to conduct their activities in the normal course of their respective businesses: (i) install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Airport leading through the Subleased Premises in locations which will not materially interfere with Sublessee's use thereof, (ii) relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Subleased Premises which are so located or located elsewhere outside the Subleased Premises, (iii) construct other buildings or improvements on the Airport (other than the Subleased Premises), (iv) build additional stories on any building or buildings on the Airport (other than the Subleased Premises), (v) lease any portion of the Airport (other than the Subleased Premises) for the construction of improvements or buildings, (vi) reconfigure and/or restripe driveways, walkways, and taxiways, and (viii) modify or enlarge the common areas, alter or relocate accesses to the Airport, including both separate and common accesses and provisions of a separate access, or alter or relocate any common facility. Sublessor further reserves to itself the right, from time to time, to grant such non-exclusive below ground easements, rights, and dedications that Sublessor reasonably deems necessary or desirable, and to cause the recordation of restrictions, so long as such easements, rights, dedications, and restrictions do not materially interfere with the use of the Subleased Premises by Sublessee or by Sublessee's tenants, guests, and invitees. Sublessee shall promptly sign any documents reasonably necessary to effect the aforementioned rights, upon request of Sublessor.

1.5 Tender of Possession. Sublessee acknowledges and agrees that it has been in continuous possession of the Subleased Premises since January 1, 2021. Possession of the

Subleased Premises shall be deemed tendered and delivered by Sublessor, and accepted by Sublessee, in its "As Is, Where Is" condition.

2. Lease Term.

2.1 Initial Term. The "Initial Term" of this Sublease shall commence on the Effective Date and shall end, unless sooner terminated, at 11:59 PM on December 31, 2030.

2.2 Option(s) to Extend Term. Sublessor grants to Sublessee options to extend the Lease Term ("Extension Option(s)") for two (2) additional extension terms of five (5) years each ("Option Terms", and each an "Option Term"), by giving written notice of exercise thereof ("Extension Notice") to Sublessor at least sixty (60) calendar days before the date the Initial Term or then current Option Term would otherwise expire. All of the terms, covenants, conditions, provisions and agreements applicable to the Initial Term shall be applicable to the Option Terms. Sublessee shall pay rent during the exercised Option Terms in accordance with Section 3 of this Sublease. Rent shall be adjusted in accordance with Section 3.1.2 of this Sublease.

2.3 Early Termination Option.

2.3.1 General. Sublessor grants to Sublessee an option to terminate ("Termination Option") on a date prior to the end of the Initial Term or, if the Extension Option(s) have been exercised, prior to the end of the Option Term(s) ("Termination Date").

2.3.2 Termination Notice. The Termination Option shall be exercised by giving written notice of the exercise thereof ("Termination Notice") at least ninety (90) days before the Termination Date. The Termination Notice shall be served on both Sublessor and Zelman. Once the Termination Notice is served, the Termination Date cannot be extended except as expressly provided for in Section 2.3.3.4 herein.

2.3.3 Assignment to, and Assumption by, Zelman.

2.3.3.1 Notwithstanding Section 20 herein, Sublessor hereby grants to Zelman the option to assume the Sublease from Sublessee in the event that Sublessee exercises its Termination Option herein ("Assumption Option").

2.3.3.2 In order to exercise its Assumption Option, Zelman must timely serve written notice of the exercise thereof ("Assumption Notice") upon Sublessor and Sublessee within forty-five (45) days of the date of Sublessee's service of the Termination Notice.

2.3.3.3 If Zelman exercises its Assumption Option, then Sublessee and Zelman shall, no later than twenty-one (21) days before the Termination Date, memorialize the assignment and assumption of the Sublease in an Assignment & Assumption Agreement and present the Assignment & Assumption Agreement to Sublessor for acknowledgement.

2.3.3.4 In the event that Sublessee and Zelman require more time to prepare and enter the Assignment & Assumption Agreement, Sublessee and Zelman shall

have a one-time option to extend the Termination Date by up to two (2) months (“Assignment Extension Option”). The Assignment Extension Option can only be exercised by joint written notice of exercise thereof by Sublessee and Zelman to Sublessor no later than twenty-one (21) days before the Termination Date.

2.3.3.5 Entry of the Assignment & Assumption Agreement prior to the Termination Date shall restore the term of the Sublease (i.e., either the Initial Term or the Extension Term) in effect at the time that Sublessee served the Termination Notice.

2.3.3.6 In connection with the Assignment & Assumption Agreement, Zelman will be required to enter into a Sublease Non-Disturbance and Attornment Agreement (“SNDA”) with Landlord. Notwithstanding the foregoing, the effectiveness of the Assignment & Assumption Agreement shall not be contingent on the execution of the SNDA by Landlord.

2.3.3.7 Absent the entry of an Assignment & Assumption Agreement, this Sublease, including Zelman’s Assumption Option, shall expire by the Termination Date.

3. Rent.

3.1 Intentionally Deleted.

3.1.1 Initial Sublease Rent Payments. Sublessor and Sublessee hereby agree that the initial monthly installment of “Sublease Rent” shall be \$2,641.64 (“Base Rent”), payable on the first day of each month. Sublessor and Sublessee further agree that the payment of the first installment of Sublease Rent for the month of August of 2025, and only August of 2025, shall be prorated based on the Effective Date.

3.1.2. Annual Increases in Sublease Rent. Commencing on the first anniversary (“Base Date”) of the first actual payment by Sublessee of Sublease Rent and each anniversary thereafter, Sublessee Sublease Rent shall increase by the applicable rise, if any, in the Index (as that term is defined in the Master Ground Lease and interpreted in a manner consistent therewith), or 5%, whichever is lower. Such increase shall be determined in the manner described in Paragraph 3.4.2 of the Master Ground Lease with regard to “Base Rent”, but the minimum adjustment described in that section shall not be applicable. The Sublease Rent shall not decrease in the event the CPI figures reverse or are negative unless this Sublease is so amended in writing and such an amendment is approved by both the Sublessor and Landlord, but any future increases shall take into account such reduction. Notwithstanding the foregoing, Sublessee shall not be responsible for any payment of Operating Expenses or other increases in Base Rent under the Master Ground Lease (if any).

3.2 Late Charges; Interest on Past Due Obligations. If Sublessee fails to make any payment of Sublease Rent or other sum which, from time to time, becomes due and payable by Sublessee to Sublessor hereunder, within five (5) business days after the date on which such

payment is due, Sublessee shall be required to pay Sublessor a late charge equal to three percent (3%) of the delinquent payment. Further, except as expressly herein provided, any amount which is payable by Sublessee to Sublessor which is not paid when due shall bear interest from the date due at a rate equal to ten percent (10%) per annum. Payment of such interest shall not excuse or cure any default by Sublessee under this Sublease.

3.3 Taxes. Sublessee shall be responsible for and shall pay prior to delinquency all taxes and assessments, if any, levied against or by reason of all alterations and additions and all other items installed or paid for by Sublessee under this Sublease, and the personal property, trade fixtures and all of the property placed by Sublessee (or its tenants) in or about the Subleased Premises (collectively, the "Sublessee Installed Property"). Upon demand by Sublessor, Sublessee shall furnish Sublessor with satisfactory evidence of payment thereof. If at any time during the Term any of the Sublessee Installed Property shall be taxed or assessed as part of the Subleased Premises, then such tax or assessment shall be paid by Sublessee to Sublessor immediately upon presentation by Sublessor of copies of the tax bills in which such taxes and assessments are included and shall for the purposes of this Sublease be deemed to be personal property taxes or assessments under this Section 3.3.

4. Use of the Subleased Premises.

4.1 Standard of Conduct. Sublessee's activities at the Subleased Premises shall be established and conducted throughout the term hereof in a first-class manner. Sublessee shall not use the Subleased Premises for or carry on or permit upon the Subleased Premises or, insofar as they relate to activities emanating from the Subleased Premises, the Airport or any part thereof any offensive, noisy, or dangerous activity prohibited under the Master Ground Lease. Sublessee shall not do or permit anything to be done in or about the Subleased Premises or the Airport, nor bring nor keep anything therein which will in any way cause the Subleased Premises or the Airport to be uninsurable with respect to the insurance required by this Sublease or with respect to standard fire and extended coverage insurance with vandalism, malicious mischief and riot endorsements.

4.2 Compliance with Laws. Sublessee shall not use the Subleased Premises or permit the Subleased Premises to be used in whole or in part for any purpose or use that is in violation of any of the laws, ordinances, regulations or rules of any governmental agency or public authority. Sublessee shall keep the Subleased Premises equipped with all safety appliances required by law, ordinance or Sublessee insurance on the Subleased Premises, or any order or regulation of any public authority because of Sublessee's use of the Subleased Premises (including, without limitation, the Federal Occupational Health and Safety Act of 1970, and the California Occupational Health and Safety Act of 1973). Sublessee (and its tenants) shall (i) use the Subleased Premises in accordance with all applicable ordinances, rules, laws and regulations and shall comply with all requirements of all governmental authorities now in force and which may hereafter be in force pertaining to the use of the Subleased Premises by Sublessee, including, without limitation, California Hazardous Waste Control Act (Health & Safety Code Section 25100, et seq.), California Underground Storage of Hazardous Substances Act (Health & Safety Code Section 25280, et seq.), California Hazardous Substances Account Act (Health & Safety Code Section 25300, et seq.), California Porter-Cologne Water Quality Control Act (Water Code Section

13000, et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) and Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq. and all Environmental Statutes (as defined in the Master Ground Lease) and statutes and regulations applicable to noise, and air pollution, and (ii) make such alterations and additions thereto as may be required from time to time by such laws' ordinances, rules, regulations and requirements of governmental authorities, or Sublessee insurance on the Subleased Premises because of Sublessee's use of the Subleased Premises. Sublessor shall have no responsibility whatsoever for seeking any general plan amendment, rezone, map or other discretionary or ministerial license or permit whatsoever from any governmental agency of public authority which may be necessary for Sublessee's lawful possession and/or use of the Subleased Premises (including regulations of the Federal Aviation Administration and Department of Transportation).

4.3 Protective Covenants. Sublessee will (i) comply with any covenants, conditions, restrictions and regulations affecting the Subleased Premises (including regulations of the Federal Aviation Administration and Department of Transportation), (ii) promptly give Sublessor written notice of receipt by Sublessee of any notice of violation under any such covenants, conditions, restrictions and regulations and (iii) indemnify and hold Sublessor harmless from any liability or costs (including reasonable attorneys' fees) indirectly or directly arising out of Sublessee's violation of any such covenants, conditions, restrictions and regulations. Sublessor shall indemnify and hold Sublessee harmless from any liability or costs (including reasonable attorneys' fees) indirectly or directly arising out of any violation of any such covenants, conditions, restrictions and regulations which have occurred prior to the Effective Date. Notwithstanding the foregoing, Sublessee acknowledges and agrees that certain portions of the Subleased Premises are currently subject to ongoing monitoring and cleanup efforts by the Northrop Grumman Corporation of certain pollutants, and further acknowledges and agrees that Sublessor shall have no responsibility to indemnify and hold harmless Sublessee for any liability and costs arising therefrom.

4.4 Sublessor's Right to Develop Subleased Premises. Sublessee acknowledges that Sublessor represents that it intends to, and will, comply with its obligations to develop the Airport, including, as necessary, the Subleased Premises, in accordance with the Master Plan for the Sublessor, as legally permissible. In the event that Sublessor intends to use any of the Subleased Premises for the development of the Airport, Sublessor and Sublessee agree that:

4.4.1 The Base Rent payable by Sublessee for the Subleased Premises will be reduced in equal proportion to the square footage reduction of the Subleased Premises;

4.4.2 Sublessor will provide at least six (6) month's written notice to Sublessee before Sublessee will be required to vacate any portion of the Subleased Premises;

4.4.3 In developing the Subleased Premises, Sublessor will try to accommodate Sublessee's needs and minimize any impact on Sublessee's operations including ensuring to the maximum extent possible that Sublessee will retain vehicular access to the remaining portions of the leasehold, including accommodating an appropriate truck turning radius;

4.4.4 Sublessee shall have the right to terminate the lease by providing Sublessor at least ninety (90) days' written notice in accordance with Section 2.3 herein;

4.4.5 Sublessor currently does not have any available space to replace any lost parking or lost storage for Sublessee. However, if Sublessor obtains any such space, Sublessor will allow Sublessee the first option to lease such space at market rates and terms.

5. Utilities.

5.1 Payment. Beginning on the Effective Date and continuing throughout the Term, Sublessee shall pay before delinquency all separately metered charges, if any, for water, gas, heat, electricity, power, sewer, telephone, janitorial or other services or utilities supplied to or consumed in or upon the Subleased Premises.

5.2 Interruption. There shall be no abatement of Sublease Rent or other charges required to be paid hereunder and Sublessor shall not be liable in damages or otherwise for interruption or failure of any service or utility furnished to or used in the Subleased Premises because of accident, making of repairs, alterations or improvement, severe weather, difficulty or inability in obtaining services or supplies, labor difficulties or any other cause, except to the extent (a) provided in the Master Ground Lease, or (b) caused by the gross negligence or willful misconduct of Sublessor, or a breach of any of Sublessor's duties or obligations under this Sublease.

6. Intentionally Deleted.

7. Maintenance and Repairs. The parties hereto acknowledge that insurance and maintenance costs in connection with the Subleased Premises and/or any improvements located thereon, are entirely the responsibility of Sublessee or, if applicable, Sublessee's sublessees. Sublessor shall not be required to furnish any services or facilities or to make any repairs or alterations to the Subleased Premises or improvements and Sublessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Subleased Premises, improvements and any personal property located thereon.

8. Insurance.

8.1 Sublessee's Insurance. Sublessee shall procure and maintain in full force and effect during the term of this Sublease and for such other period as may be required herein, insurance in the amounts and form specified in this Article 8 and in Exhibit "E" attached hereto and incorporated herein by reference. Failure to procure and maintain such insurance shall be deemed a material breach of the Sublease.

8.2 Waiver of Subrogation. Sublessor and Sublessee agree to have their respective insurance companies issuing property damage, worker's compensation insurance and loss of income and extra expense insurance waive any rights of subrogation that such companies may have against Sublessor or Sublessee, as the case may be. Notwithstanding anything in this Sublease to the contrary, Sublessor and Sublessee hereby waive any right that either may have against the other on account of any loss or damage if such loss or damage is insurable under the property damage or loss of income and extra expense insurance required to be maintained hereunder (this waiver extends to deductibles under such insurance).

8.3 Increase in Premiums. Sublessee shall do all acts and pay all expenses necessary to insure that the Subleased Premises are not used for purposes prohibited by any applicable insurance, and that Sublessee's use of the Subleased Premises complies with all requirements necessary to obtain any such insurance. In the event Sublessee uses or permits the Subleased Premises to be used in a manner which increases the existing rate of any insurance carried by Sublessor, Sublessee shall pay the amount of the increase in premium caused thereby, and Sublessor's costs of obtaining other replacement insurance policies, including any increase in premium, within ten (10) days after demand therefor by Sublessor.

9. Right of Entry. Sublessor and its authorized representatives may enter the Subleased Premises at any time(s) during the term of this Sublease during normal business hours and upon not less than five (5) business days prior notice, except in the case of an emergency, for the purpose of inspecting and determining the condition of the Subleased Premises or for any other proper purpose including, without limitation, to make repairs, replacements or improvements to the extent required pursuant to this Sublease, the Master Ground Lease, or any other agreement which is binding upon Sublessor relating to the Airport, post notices of non-responsibility and any other purpose permitted by law. Sublessor shall not be liable for inconvenience, annoyance, disturbance, loss of business, quiet enjoyment or other damage or loss to Sublessee by reason of making any repairs or performing any work upon the Subleased Premises to the extent that such work is required to be performed pursuant to this Sublease, the Master Ground Lease, or any other agreement which is binding upon Sublessor relating to the Airport; provided, however, Sublessor shall use commercially reasonable efforts to minimize any inconveniences to Sublessee's normal operations caused thereby.

10. Quiet Enjoyment. Sublessor covenants that Sublessee, upon paying the rent and other amounts required to be paid hereunder and performing its obligations hereunder and subject to all the terms and conditions of this Sublease, shall peacefully and quietly have, hold and enjoy the Subleased Premises, as against all persons claiming by, through or under Sublessor, throughout the term of this Sublease, or until this Sublease is earlier terminated as provided by this Sublease and/or the Master Ground Lease.

11. Casualty and Taking by Eminent Domain. If during the term of this Sublease, the Subleased Premises or any portion thereof is taken by eminent domain or by action in lieu thereof, Sublessee's rights and obligations with respect to repair, reconstruction, termination, abatement and use of insurance proceeds shall be subject to the rights and obligations under the Master Ground Lease. To the extent the provisions of the Master Ground Lease pertaining to casualty or eminent domain do not conflict with the provisions below, then the following provisions shall, as between Sublessor and Sublessee, apply:

11.1 Casualty; Repair of Damage by Sublessor. Sublessee shall promptly notify Sublessor of any damage to the Subleased Premises resulting from fire or any other casualty. If the Subleased Premises shall be damaged by fire or other casualty, Sublessee shall, subject to Article 7 above, promptly and diligently restore all leasehold improvements in the Subleased Premises substantially to their condition prior to such fire or other casualty. Sublessee shall have no more than five (5) years to restore and rebuild the Subleased Premises. Notwithstanding anything contained in this Sublease to the contrary, Sublessor shall not be liable for any

inconvenience or annoyance to Sublessee, or injury to Sublessee's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Subleased Premises or common areas necessary to Sublessee's occupancy, and if such damage is not the result of the gross negligence or willful misconduct of Sublessee or Sublessee's agents, employees, contractors, licensees or invitees, Sublessor shall allow Sublessee a proportionate abatement of Base Rent during the time and to the extent the Subleased Premises are unfit for occupancy for the purposes permitted under this Sublease, and not occupied by Sublessee as a result thereof. The provisions of this Section constitute an express agreement between Sublessor and Sublessee with respect to any and all damage to, or destruction of, all or any part of the Subleased Premises, and any statute, regulation or case law of the State of California, including without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to termination rights arising from damage or destruction shall have no application to this Sublease or any damage or destruction to all or any part of the Subleased Premises or Airport.

11.2 Sublessee's and Sublessor's Rights Upon Condemnation. If, during the term of this Sublease, the Subleased Premises and/or the Airport, or any substantial part thereof, are taken by eminent domain or by reason of any public improvement or condemnation proceeding, or in any manner by exercise of the right of eminent domain including any transfer in avoidance of an exercise of the power of eminent domain, this Sublease shall terminate as to the entire Subleased Premises at Sublessee's sole election by written notice given within sixty (60) days after the taking has occurred. If Sublessee does not elect to terminate this Sublease as hereinabove provided, Sublessee shall repair and restore the Subleased Premises as nearly as reasonably possible to the condition existing before the taking to the extent of condemnation proceeds received by Sublessee. If Sublessee does not elect to terminate this Sublease as hereinabove provided, this Sublease shall continue in full force and effect, except that Sublessee's share of Base Rent shall be apportioned according to the ratio that the square footage of the Subleased Premises remaining following such taking bears to the square footage of the Subleased Premises prior to the taking. If Sublessee does not elect to terminate this Sublease as herein provided, Sublessee shall have, proportionate to its subleasehold interest in the subject premises, the same rights as the Sublessor as provided in Section 14 of the Master Ground Lease. Each party waives the provisions of Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Sublease in the event of a partial condemnation of the Subleased Premises.

11.3 Reservation of Compensation. Sublessee reserves, and Sublessor waives and assigns to Sublessee, all rights to any award or compensation for damage to the Subleased Premises, and the leasehold estate created hereby, occurring by reason of any taking in any condemnation or eminent domain proceeding or anything lawfully done by public authority; however, Sublessor shall be entitled to any compensation or damages paid for any residual value with respect to Sublessor's interest in the Subleased Premises after expiration of the Term (if any). Sublessor will deliver such further assignments of the foregoing as Sublessee may from time to time request.

12. Default; Remedies.

12.1 Events of Default. The occurrence of any of the following shall constitute an event of default on the part of Sublessee:

(i) Nonpayment. Failure to pay any amount payable to Sublessor hereunder when due and such failure continues for five (5) business days after receipt of written notice of such failure from Sublessor; provided further, that any such notice given pursuant to this Section 12.1(i) shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 or any similar or successor law.

(ii) Other Obligations. Failure to perform any other obligation, agreement, or covenant of Sublessee under this Sublease, and such failure continues for thirty (30) days after written notice of such failure, provided if it is not reasonably possible to cure such default within thirty (30) days, no event of default shall be deemed to occur if Sublessee shall commence cure within said thirty (30) day period and shall proceed diligently to complete cure. The thirty (30) day written notice described above shall be served in accordance with California Code of Civil Procedure Section 1162 and shall be the same notice and in lieu of any other required by California Code of Civil Procedure Section 1161;

(iii) General Assignment. A general assignment by Sublessee for the benefit of creditors;

(iv) Bankruptcy. The filing of any voluntary petition in bankruptcy by Sublessee, or the filing of an involuntary petition by Sublessee's creditors, which involuntary petition remains undischarged for a period of ninety (90) days. If under applicable law the trustee in bankruptcy or Sublessee has the right and elects to affirm this Sublease and continue to perform the obligations of Sublessee hereunder, such trustee or Sublessee shall, as and to the extent required under applicable bankruptcy law, cure all defaults of Sublessee hereunder outstanding as of the date of the affirmance of this Sublease and provide to Sublessor such adequate assurances as may be necessary to ensure Sublessor of the continued performance of Sublessee's obligations under this Sublease;

(v) Receivership. The employment of a receiver appointed by court order to take possession of substantially all of Sublessee's assets or the Subleased Premises, if such receivership remains undissolved for a period of ninety (90) days;

(vi) Attachment. The attachment, execution, or other judicial seizure of all or substantially all of Sublessee's assets at the Subleased Premises, if such attachment or other seizure remains undismitted or undischarged for a period of ninety (90) days after the levy thereof; and

(vii) Insolvency. The admission by Sublessee in writing of its inability to pay its debts as they become due, the filing by Sublessee of a petition seeking any reorganization arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Sublessee or an answer admitting

or failing timely to contest a material allegation of a petition filed against Sublessee in any such proceeding or, if within ninety (90) days after the commencement of any proceeding against Sublessee seeking any reorganization or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed.

12.2 Remedies. In the event of any such event of default by Sublessee, Sublessor may at any time thereafter, with or without notice of demand and without limiting Sublessor in the exercise of any right or remedy which Sublessor may have by reason of such event of default, exercise any of the following remedies:

(i) Termination: Damages. Sublessor may terminate Sublessee's right to possession of the Subleased Premises by any lawful means, in which case this Sublease shall terminate and Sublessee shall immediately surrender possession of the Subleased Premises to Sublessor. In such event, Sublessor shall be entitled to recover from Sublessee all damages incurred by Sublessor by reason of Sublessee's default, including, but not limited to: (i) the cost of recovering possession of the Subleased Premises; (ii) expenses of repairing any damage to the Subleased Premises caused by Sublessee (but excluding the expenses of reletting, including necessary renovation and alteration of the Subleased Premises, reasonable attorneys' fees, and any real estate commission actually paid); (iii) the worth at the time of award by the court of the unpaid rent which has been earned at the time of termination; (iv) the worth at the time of award (by the court) of the amount by which the unpaid rent which would have been earned after termination until the earlier to occur of (1) the time of award, or (2) ninety (90) days following the date of termination, exceeds the amount of such rental loss that Sublessee proves could have been reasonably avoided; (v) the worth at the time of award of the amount by which the unpaid rent for the earlier to occur of (1) the balance of the term of this Sublease after the time of award, or (2) the ninety (90) day period following the date of termination exceeds the amount of such rental loss that Sublessee proves could be reasonably avoided; and (vi) any other amount necessary to compensate Sublessor for all detriment proximately caused by Sublessee's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in clauses (iii) and (iv) will be computed by allowing interest at the Interest Rate commencing on the first day a breach occurs. The "worth" at the time of award" of the amount referred to in clause (v) is computed by multiplying such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

(ii) Continuation of Sublease. Sublessor may maintain Sublessee's right to possession of the Subleased Premises, in which case this Sublease shall continue in effect whether or not Sublessee shall have abandoned the Subleased Premises. In such event, Sublessor shall be entitled to enforce all of Sublessor's rights and remedies under this Sublease, including the right to recover the Sublease Rent as it becomes due hereunder. Sublessor has the remedy described in California Civil Code Section 1951.4 (Sublessor may continue the Sublease in effect after Sublessee's breach and abandonment and recover

rent as it becomes due, if Sublessee has the right to sublet or assign, subject only to reasonable limitations).

(iii) Sublessor's Right to Perform. Except as specifically provided otherwise in this Sublease, all covenants and agreements by Sublessee under this Sublease shall be performed by Sublessee at Sublessee's sole cost and expense and without any abatement or offset of rent. If Sublessee shall fail to pay any sum of money (other than Sublease Rent) or perform any other act on its part to be paid or performed hereunder and such failure shall continue for five (5) business days with respect to monetary obligations (or thirty (30) days with respect to non-monetary obligations) after Sublessee's receipt of written notice thereof from Sublessor, Sublessor may, without waiving or releasing Sublessee from any of Sublessee's obligations, make such payment or perform such other act on behalf of Sublessee. All sums so paid by Sublessor and all necessary incidental costs incurred by Sublessor in performing such other acts shall be payable by Sublessee to Sublessor within five (5) business days after demand therefor as additional rental.

(iv) Other Remedies. Pursue any other legal or equitable rights or remedies Sublessor may have for Sublessee's breach of this Sublease; the remedies provided in this Section are not exclusive but supplemental to any such other legal or equitable rights and remedies.

12.3 Intentionally Deleted.

12.4 Sublessor Default. Sublessor shall not be in default in the performance of any obligation required to be performed by Sublessor under this Sublease unless Sublessor has failed to perform such obligation within twenty (20) days after the written notice from Sublessee specifying in reasonable detail Sublessor's failure to perform; provided however, that if the nature of Sublessor's obligation is such that more than twenty (20) days are required for its performance, then Sublessor shall not be deemed in default if it commences such performance within such twenty (20) day period and thereafter diligently pursues the same to completion. Upon any such uncured default by Sublessor, Sublessee may exercise any of its rights provided in law or at equity; provided, however: (i) Sublessee shall have no right to offset or abate rent in the event of any default by Sublessor under this Sublease, except to the extent offset rights are specifically provided to Sublessee in this Sublease; and (ii) Sublessee's rights and remedies hereunder shall be limited to the extent (a) Sublessee has expressly waived in this Sublease any of such rights or remedies and/or (b) this Sublease otherwise expressly limits Sublessee's rights or remedies. In the event of any default hereunder by Sublessor, Sublessee shall (A) give notice thereof, in the manner set forth in Section 21 below, to Landlord, or to any mortgagee or assignee of Landlord whose address shall have been furnished to Sublessee, (B) shall offer Landlord or such mortgagee or assignee a reasonable opportunity to cure the default prior to commencing any remedies against Sublessor, and (C) shall make all payments of rent due hereunder directly to Landlord until such time as Sublessee is notified by Landlord that Sublessor has cured such default.

13. Hazardous Materials. The definition of Hazardous Materials shall be as set forth in Section 25.1 of the Master Ground Lease. Sublessee shall not cause or allow any of its tenants, guests, or invitees

to release onto the Subleased Premises any Hazardous Materials, except that Sublessee and its tenants, guests, and invitees may bring onto the Subleased Premises any Hazardous Materials in compliance with Environmental Statutes and as otherwise expressly permitted to be brought onto the Airport under the Master Ground Lease. Furthermore, Sublessee shall abide by all of the obligations of Sublessor, as tenant under the Master Ground Lease, as set forth in Section 25 of the Master Ground Lease, with respect to Hazardous Materials, and Sublessor shall abide by all the obligations of Landlord, as landlord as set forth in Section 25 of the Master Ground Lease, including without limitation, the indemnity, defense and hold harmless obligations under Section 25.3.3 of the Master Ground Lease as if Sublessor was the Landlord and Sublessee was the Tenant. Sublessor and Landlord have made no representation as to the presence or absence of Hazardous Materials in or upon the Subleased Premises or the Airport, except as expressly set forth in the Master Ground Lease.

14. Master Ground Lease. Except as otherwise expressly provided herein, Sublessee and this Sublease shall be subject in all respects to the terms of, and the rights of the Landlord under the Master Ground Lease insofar as they relate to the Subleased Premises and insofar as they are not inconsistent with the terms of this Sublease and to the lien of any mortgages or trust deeds, now or hereafter in force against the Airport, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds, or the lessors under such ground lease or underlying leases, require in writing that this Sublease be superior thereto. Except as otherwise expressly provided below, the covenants, agreements, terms, provisions and conditions of the Master Ground Lease insofar as they relate to the Subleased Premises and insofar as they are not inconsistent with the terms of this Sublease are made a part of and incorporated into this Sublease as if recited herein in full; provided, however, that in no event shall Sublessee be bound by or deemed to have any obligations with respect to the following provisions of the Master Ground Lease: 3.2, 3.5, 10.3, 12.4, 13, 14, 21.2, 27, 29 and 30. Furthermore, in no event shall Sublessee be responsible for any covenants, conditions or obligations under the Master Ground Lease that first accrued prior to the Effective Date. In the event of a conflict between the terms of the Master Ground Lease and the terms of this Sublease (other than terms respecting payment of rent or respecting Sublessor's obligations to Sublessee), the terms of the Master Ground Lease shall control. Sublessee shall, within five (5) business days of request by Sublessor, execute such further instruments or assurances as Sublessor may reasonably deem necessary to evidence or confirm the subordination or superiority of this Sublease to any such mortgages, trust deeds, ground leases or underlying leases. Sublessee waives the provisions of any current or future statute, rule or law which may give or purport to give Sublessee any right or election to terminate or otherwise adversely affect this Sublease and the obligations of the Sublessee hereunder in the event of any foreclosure proceeding or sale.

15. Master Ground Lease Obligations. If Landlord defaults in any of its obligations under the Master Lease, which is not feasible for Sublessor to cure and which materially impacts Sublessee's use and quiet enjoyment of the Subleased Premises, Sublessee may notify Sublessor of such default and Sublessor shall deliver to Landlord notice of such default and a demand that Landlord comply with the terms of the Master Lease (a "Landlord Default Notice"). Sublessor agrees to so notify Landlord within a commercially reasonable period of time (not to exceed five (5) business days) after the date on which such notice is delivered by Sublessee to Sublessor and to take commercially reasonable efforts to enforce Landlord's obligations under the Lease. Notwithstanding the foregoing, provided Landlord allows,

Sublessee shall have the right to contact Landlord and/or its property manager in connection with any maintenance, repair or other similar issues, otherwise, and Sublessor shall, upon the request of Sublessee, contact Landlord and/or its property manager in connection with any maintenance, repair or other similar issues. In addition, Sublessor agrees to reasonably cooperate with Sublessee, to pursue the enforcement of Landlord's obligations as the "Landlord" under the Master Lease, including executing any notices or other documents reasonably necessary in connection with such enforcement efforts in order to ensure Sublessee's quiet enjoyment of the Sublease Premises.

16. Indemnity. Sublessee hereby agrees to indemnify and hold Sublessor harmless from and against any and all claims, losses and damages, including, without limitation, reasonable attorneys' fees and disbursements, which may at any time be asserted against Sublessor by (a) the Landlord for failure of Sublessee to perform any of the covenants, agreements, terms, provisions or conditions contained in the Master Ground Lease which, by reason of the provisions of this Sublease, Sublessee is obligated to perform; and/or (b) any person by reason of Sublessee's use and/or occupancy of the Subleased Premises, except to the extent any of the foregoing is caused by the negligence or willful misconduct of Sublessor, or a breach of any of Sublessor's duties or obligations under this Sublease; and (c) any person or entity stemming from Sublessee's construction, operation, or use of any improvements or fixtures upon the Subleased Premises. The provisions of this Article 16 shall survive the expiration or earlier termination of the Master Ground Lease and/or this Sublease.

Sublessor hereby agrees to indemnify and hold Sublessee harmless from and against any and all claims, losses and damages, including, without limitation, reasonable attorneys' fees and disbursements, (a) for Sublessor's failure to perform any of the covenants, agreements, terms, provisions or conditions contained in the Master Ground Lease which, by reason of the provisions of this Sublease, Sublessor is obligated to perform; and/or (b) by or from any person by reason of Sublessor's negligence or willful misconduct or breach of Sublessor's duties or obligations under this Sublease, except to the extent any of the foregoing is caused by the negligence or willful misconduct of Sublessee, or a breach of any of Sublessee's duties or obligations under this Sublease.

17. Intentionally Deleted.

18. Estoppel Certificates. Sublessee shall at any time and from time to time as requested by Sublessor or Landlord, upon not less than ten (10) business days prior written notice, execute, acknowledge and deliver to Sublessor or Landlord, a statement in writing certifying (a) that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications, if any), (b) the dates to which rent and any other charges have been paid, (c) whether or not, to the knowledge of the person signing the certificate, that the other party is not in default beyond any applicable grace period provided herein in performance of any of its obligations under this Sublease, and if so, specifying each such default of which the signer may have knowledge, and (d) such other matters as may reasonably be requested by Sublessor or Landlord, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom Sublessor or Landlord may be dealing. Sublessor shall at any time and from time to time as requested by Sublessee, upon not less than ten (10) business days prior written notice, execute, acknowledge and deliver to Sublessee, a statement in writing certifying (i) that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating

the modifications, if any), (ii) the dates to which rent and any other charges have been paid, (iii) whether or not, to the knowledge of the person signing the certificate, that Sublessee is not in default beyond any applicable grace period provided herein in performance of any of its obligations under this Sublease, and if so, specifying each such default of which the signer may have knowledge, and (iv) such other matters as may reasonably be requested by Sublessee, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom Sublessee may be dealing.

19. Intentionally Deleted.

20. Assignment. Subject further to all of the rights of the Landlord under the Master Ground Lease and the restrictions contained in the Master Ground Lease, and except as provided in Section 2.3.3 herein, Sublessee shall not be entitled to assign this Sublease without the prior written consent of Sublessor, which consent shall not be unreasonably withheld. Sublessee shall have the right to sublet all or a portion of the Subleased Premises subject only to any applicable restrictions on subletting set forth in the Master Ground Lease, and otherwise shall not be required to obtain any consent of Sublessor with respect to any such subleases. Sublessor will reasonably cooperate, at no material expense to Sublessor, with Sublessee in order for Sublessee to obtain any consent of Landlord required hereunder or under the Master Ground Lease.

21. Notices. All notices, consents, waivers, payments or other communications which this Sublease requires or permits either party to give to the other shall be in writing and shall be deemed given (a) when actually received or refused by the party to whom sent if delivered personally or on the day of actual delivery or refusal as shown on the addressee's registered or certified mail receipt if forwarded by registered or certified mail, postage prepaid, to the parties at their respective addresses as follows or (b) by facsimile, provided that the sender's facsimile machine produces an accurate report of the date and time of transmission and a hard copy of the transmittal is also delivered to the addressee via one of the methods set forth in clause (a) above:

To Sublessor: Hawthorne Airport, LLC
12101 Crenshaw Blvd., Suite 100
Hawthorne, CA 90250
Attn: Levi Stockton
Fax: (310) 644-9344

To Sublessee: Space Exploration Technologies
1 Rocket Road
Hawthorne, CA 90250
Attn: Facilities Department
Email: realestate@spacex.com

With copy to: Space Exploration Technologies
1155 F Street NW, Suite 475
Washington, D.C. 20004
Email: LegalNotices@spacex.com

Sublessee's Billing Address: Space Exploration Technologies
1 Rocket Road
Hawthorne, CA 90250
Attn: Accounting Department
Email: accountspayable@spacex.com

To Zelman: c/o Zelman Development Co.
2400 East Katella Avenue, Suite 760
Anaheim, CA 92806
Attn: Brett Foy and Property Management

To Landlord: The City of Hawthorne
4455 West 126th Street
Hawthorne, CA 90250
Attn: City Manager and City Attorney
Fax: (310) 970-7058

With copy to: The City of Hawthorne
4455 West 126th Street
Hawthorne, CA 90250
Attn: Guido Fernandez
Email: gfernandez@cityofhawthorne.org

or to such other address as may be contained in a notice from either party to the other given pursuant to this Section 21. Rental payments and other sums required by this Sublease to be paid by Sublessee shall be delivered to Sublessor at Sublessor's address provided in this Section 21, or to such other address as Sublessor may from time to time specify in writing to Sublessee.

22. Severability. If any term or provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Sublease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

23. Entire Agreement; No Waiver. This Sublease, together with all exhibits thereto, contain the entire agreement between the parties hereto as to the subject matter and shall be binding upon and inure to the benefit of their respective heirs, representatives, successors and permitted assigns. Any agreement hereinafter made shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment hereof, in whole or in part, unless such agreement is in writing and signed by the parties hereto. The failure of either Party to seek redress for violation, or to insist upon the strict performance of any covenant or condition of this Sublease shall not be deemed a waiver of such violation or prevent a subsequent act which would originally have constituted a violation from having all the force

and effect of an original violation. The receipt by Sublessor of rent or any other payment from Sublessee with knowledge of the breach of any term, covenant, condition, or other provision of this Sublease shall not be deemed to be a waiver of such breach.

24. Dispute Resolution; Attorney's Fees.

24.1. Sublessor and Sublessee agree that, excluding any action solely for possession arising out of California Code of Civil Procedure Section 1161 et seq., any dispute or claiming arising between them out of this Sublease, which does not settle at mediation, shall be submitted to binding arbitration. The arbitrator shall be a retired judge or an attorney with at least 10 years of relevant legal experience unless the parties mutually agree to an arbitrator.

24.2. The Sublessor and Sublessee agree that, prior to commencing arbitration as set forth in Section 24.1, above, the party seeking specific performance or damages must first demand that the parties submit their dispute to private mediation.

24.3. If either party commences litigation or arbitration against the other for the specific performance of this Sublease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, then the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment, including, without limitation, the right of Sublessor to recover all attorneys' fees incurred in connection with any hearing or motion for assumption or rejection of this Sublease under Title 11 of United States Code.

24.3.1 Notwithstanding any other provision of 24.3, and excluding any action solely for possession arising out of California Code of Civil Procedure Section 1161, et seq., if Sublessor or Sublessee fail to demand mediation, or refuse to mediate within a reasonable period of time after receiving such a demand, then that party shall not be entitled to recover their attorney fees, even if they would otherwise be entitled as the prevailing party.

25. Costs; Cooperation. In the event Sublessee shall request the consent of Sublessor under any provision of this Sublease for any act that Sublessee proposes to do hereunder, including, without limitation, assignment or subletting of Subleased Premises, Sublessee shall, as a condition to doing any such act and the receipt of such consent, reimburse Sublessor promptly for any and all reasonable costs and expenses incurred by Sublessor in connection therewith, including, without limitation, reasonable attorneys' fees. Sublessor will reasonably cooperate, at no material cost or expense to Sublessor, with Sublessee in order for Sublessee to obtain any consent of Landlord required hereunder or under the Master Ground Lease.

26. Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive laws, riots, insurrection, war, acts of terrorism, fire, severe inclement weather such as snow or ice or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed, financial inability excepted (any "Force Majeure Event"), performance of such act shall be excused for the period of the Force Majeure Event, and the period for the performance

of such act shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds or which are monetary obligations under this Sublease shall not be Force Majeure Events.

27. Brokers. Each party (i) warrants to the other that the warranting party has incurred no brokerage or other commission, by reason of entering into this Sublease or otherwise, for which the other party would be responsible and (ii) agrees to indemnify and hold harmless the other party against any liability or cost (including attorneys' fees) arising out of any claim for brokerage commission in connection with prior negotiations or other dealings by such warranting party with any broker or broker's agent.

28. Joint and Several Liability. If more than one person or entity executes this Sublease as Sublessee: then (i) each of them is and shall be jointly and severally liable for the covenants, conditions, provisions and agreements of this Sublease to be kept, observed and performed by Sublessee; and (ii) the act or signature of, or notice from or to, any one or more of them with respect to this Sublease shall be binding upon each and all of the persons and entities executing this Sublease as Sublessee with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

29. Authority. If Sublessee is a corporation, trust, limited liability company, or general or limited partnership, each individual executing this Sublease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of said entity. If Sublessee is a corporation, trust, limited liability company or partnership, Sublessee shall, concurrently with its execution of this Sublease.

30. Intentionally Deleted.

31. Sublessor Exculpation. It is expressly understood and agreed that notwithstanding anything in this Sublease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Sublessor hereunder (including any successor Sublessor) and any recourse by Sublessee against Sublessor shall be limited solely and exclusively to an amount which is equal to the interest of Sublessor in the Airport, and neither Sublessor, nor any of its constituent partners, members, shareholders, officers, directors or employees shall have any personal liability therefor, and Sublessee hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Sublessee.

32. Modifications of Master Ground Lease and Sublease. Should any current or prospective mortgagee or ground lessor for the Subleased Premises or the Airport (including Landlord) require a modification of this Sublease, which modification will not materially and adversely change the rights and obligations of any party hereunder, then and in such event, each party agrees that this Sublease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to the party requesting same within ten (10) business days following the request therefor. Sublessor agrees that it will not enter into any agreement with Landlord modifying or amending any provision of the Master Ground Lease which will have a material adverse effect on Sublessee's rights and obligations under this Sublease without the prior written consent of Sublessee, and any such agreement entered into by Sublessor without Sublessee's prior written consent shall be of no force or effect with respect to Sublessee and this Sublease.

33. Captions and Definitions. Captions to the Sections in this Sublease are included for convenience only and are not intended and shall not be deemed to modify or explain any of the terms of this Sublease.

34. Further Assurances. The parties hereto agree that each of them, upon the request of the other party, shall execute and deliver, in recordable form if necessary, such further documents, instruments or agreements and shall take such further action that may be necessary or appropriate to effectuate the purposes of this Sublease.

35. Governing Law. This Sublease shall be governed by and in all respects construed in accordance with the internal laws of the State of California.

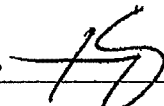
36. Termination of SpaceX Sublease. The SpaceX Sublease shall terminate at 11:59 PM on August 3, 2025 (the "SpaceX Sublease Termination Date"). Notwithstanding anything to the contrary contained in this Section 36, Sublessee shall be liable for claims (i) relating to Sublessee's failure to use the Northrop Premises or any portion thereof in compliance with applicable statutes, ordinances, rules, regulations and orders in effect prior to the SpaceX Sublease Termination Date, (ii) relating to any violation of the terms of the SpaceX Sublease relating to the prohibition of liens against the Northrop Premises attributable to the acts or omissions of Sublessee or its subtenants, agents, employees or contractors, (iii) relating to any violation by Sublessee or its subtenants, agents, employees or contractors relative to environmental laws concerning hazardous or toxic materials or substances, and/or (iv) relative to the occurrence of any events in connection with which Sublessee is required to indemnify Zelman or hold Zelman harmless as provided in Section 11 of the SpaceX Sublease.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be duly executed and delivered by their proper and duly authorized representatives.

HAWTHORNE AIRPORT, LLC


By: VR HOLDINGS, LLC
Its: Manager

By: Levi Stockton 

Printed Name: Levi Stockton

Title: Manager

SPACE EXPLORATION TECHNOLOGIES CORP.

By: 

Printed Name: Bret Johnson

Title: Chief Financial Officer

**ZELMAN HAWTHORNE, LLC,
a Delaware limited liability company**

By: ZIP HAWTHORNE, LLC.
a Delaware limited liability company

Its: Managing Manager

By: ZELMAN DEVELOPMENT CO.,
a California corporation
Its: Manager

By: _____


Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be duly executed and delivered by their proper and duly authorized representatives.

HAWTHORNE AIRPORT, LLC

By: VR HOLDINGS, LLC
Its: Manager

By: Levi Stockton 
Printed Name: Levi Stockton
Title: Manager

SPACE EXPLORATION TECHNOLOGIES CORP.


By: _____
Printed Name: _____
Title: _____

**ZELMAN HAWTHORNE, LLC,
a Delaware limited liability company**

By: ZIP HAWTHORNE, LLC.
a Delaware limited liability company

Its: Managing Manager

By: ZELMAN DEVELOPMENT CO.,
a California corporation
Its: Manager

By: Paul T. Casey 
Name: Paul T. Casey
Title: Co-President

Acknowledged by the City of Hawthorne

CITY OF HAWTHORNE

By: _____

Printed Name: _____

Title: _____