

## NON-BINDING MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), entered into on April 8<sup>th</sup>, 2021, by and between Adams County, owner and operator of Colorado Air and Space Port (CASP), residing at 5200 Front Range Parkway, Watkins, Colorado 80137, hereinafter referred to as "Adams County" and Dawn Aerospace New Zealand Limited, residing at 105A Nazareth Ave, Middleton, Chirstchurch, hereinafter referred to as "Dawn Aerospace" and collectively known as the "Parties" for the purpose of establishing goals and objectives relating to the future use of CASP for Commercial Space vehicle development and operation.

**WHEREAS**, the Parties entered into discussions on future collaboration at CASP; and,

**WHEREAS**, the Parties now wish to enter into this non-binding MOU in order to formulate a more specific vision of what commercial space vehicle development and operation by Dawn Aerospace at CASP might look like

NOW, THEREFORE, the Parties agree as follows:

The Parties will continue to discuss issues related to the development of non-exclusive Commercial Space operations by the Dawn Aerospace at CASP including, but not limited to, the following:

1. Commitment from Dawn Aerospace to begin application process through the Federal Aviation Administration Office of Commercial Space.
2. Dawn Aerospace to utilize their United States business entity where relevant.
3. Engage in a development plan that identifies a physical presence at CASP by 31 October 2021.
4. Planning for future contracts and agreements.
5. Mutual cooperation and support with promotion.
6. Develop and establish policies and procedures that will promote and sustain a market for commercial space operations, including maintaining facilities, services, and operations that meet or exceed business and industry standards.
7. It is not the intent of this MOU to restrict the Parties from their involvement or participation with any other public or private individuals, agencies, or organizations.
8. It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the parties.
9. The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the scope of development.
10. In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.

### **NON-BINDING NATURE OF THE MOU**

this MOU is not intended to be, nor shall be construed as a binding agreement. This MOU is intended to be framework within which the Parties collaborate to produce a genuine atmosphere

conducive to mutual discussion and support that may one day result in binding agreement(s) for matters related to the development of commercial space operations by Dawn Aerospace at CASP.

**TERM**

The term of this MOU shall be for a period of five (5) years and maybe extended upon written mutual agreement of both Parties.

**AMENDMENT OR CANCELLATION OF THIS MEMORANDUM**

This MOU may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the MOU may be terminated by either party with ninety (90) days advance written notice.

**LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

**NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to:

County Manager  
Adams County, Colorado  
4430 S. Adams County Parkway  
Brighton, CO 80601  
720.523.6829

Director  
Colorado Air and Space Port  
5200 Front Range Parkway  
Watkins CO 80137  
303-261-9103

(Name)  
Dawn Aerospace Limited  
(address)

or to such address as one may have furnished to the other in writing.

**GOVERNING LAW**


This MOU shall be governed by and construed in accordance with the laws of the State of Colorado.

**ASSIGNMENT**


Neither party to this MOU may assign or transfer the responsibilities or agreement made herein.

**AUTHORIZATION**

This MOU shall be signed by Adams County and Dawn Aerospace and shall be effective as of the date first written above.

  
\_\_\_\_\_  
(Adams County Signature)

15 June 2021  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Dawn Aerospace Signature) James Powell, Co-founder, GM

April 8<sup>th</sup>, 2021  
\_\_\_\_\_  
(Date)