

MOJAVE AIR AND SPACE PORT AT RUTAN FIELD

NOTICE OF A REGUALR MEETING OF THE BOARD OF DIRECTORS

Date: February 6, 2024
Location: Board Room
1434 Flightline, Mojave, California
Time: 2:00 p.m.

Attending remotely:

Director Balentine
16301 Koch St.
Mojave, CA 93501

Director Coleman
2550 Laughlin View Dr.
Bullhead City, AZ 86429

Zoom Video Conference

<https://us02web.zoom.us/j/88979840593?pwd=UWxUcHIRVkm1aDdnUHA1cWR0VFFMUT09>

Phone: 669 444 9171
Meeting ID: 889 7984 0593
Passcode: 277366

AGENDA

1. **Call to Order**
 - A. Pledge of Allegiance
 - B. Roll Call
 - C. Approval of Agenda
2. **Community Announcements and Public Comments on Items not on the Agenda**
3. **Consent Agenda** (*Staff recommends approval of consent items by one motion.*)
 - A. Minutes of the Special Board Meeting of January 16, 2024
 - B. Check Register dated February 6, 2024; \$291,248.80.
 - C. Check Register dated February 6, 2024; \$14,073.82.
 - D. Resolution Declaring Certain Property Surplus (DOT)
4. **Action Items**
 - A. National Test Pilot School – Hangar 161, Sublet Agreement, Supernal (CEO)

5. Reports

- A. Chief Executive Officer
 - i. Taxiway A Rehabilitation
 - ii. Inland Port Update (CEO)
 - iii. Water System Update (CEO)
 - iv. Hangar Development Update (CEO)
- B. Board Committees

6. Director Comments on Items Not on the Agenda

7. Closed Session

- A. Existing Litigation (Govt Code 54956.9): Welton v. MASP
- B. Potential Litigation (Govt Code 54956.9): MASP v. Grote
- C. Real Property Negotiations (Govt Code 54956.8)
 - 1. Property: Cambium Inc., Bldg. 86, 1783 Sabovich St., Mojave
Parties: MASP, Cambium, Inc.
Negotiator: CEO, General Counsel
Terms: Lease
- D. Personnel Evaluation: CEO

8. Closed Session Report

9. Action Items Continued

- B. Cambium, Inc., Bldg. 86 Lease

Adjournment

This Agenda was posted on February 2, 2024, by Jason Buck.

This meeting will be conducted in person and via zoom video conference. If you participate via zoom, please:

- **KEEP YOUR MIC MUTED** at all times that you are not making a comment in order to minimize noise during the meeting. Unmute only to make a comment on an agenda item.
- The general rules regarding public comment apply to those using zoom.
- Comments may also be made in the zoom chat function or via email to the Board Clerk at Lynn@mojaveairport.com prior to the start of the meeting.

ADA Notice: Persons desiring disability-related accommodation should contact the District no later than forty-eight hours prior to the meeting. Persons needing an alternative format of the agenda because of a disability should notify the District no later than seventy-two hours prior to the meeting. All inquiries/requests can be made by phone at (661) 824-2433, in person at 1434 Flightline, Mojave, CA, or via email to Lynn@mojaveairport.com

Copy of Records: Copies of public records related to open session items are available at the administrative office of the District at 1434 Flightline, Mojave, CA.

Public Comments: Members of the public may comment on items on the agenda before the Board takes action on that item, or for closed session items, before the Board goes into closed session. Comments on items not on the agenda, and over which the Board has jurisdiction, may be made under “Public Comments on Items not on the Agenda,” but the Board may not take action on any issues raised during this time. All comments by members of the public are limited to three minutes.

MISSION STATEMENT

FOSTER AND MAINTAIN OUR RECOGNIZED AEROSPACE PRESENCE WITH A PRINCIPLE FOCUS AS THE WORLD’S PREMIER CIVILIAN AEROSPACE TEST CENTER WHILE SEEKING COMPATIBLY DIVERSE BUSINESS AND INDUSTRY

BOARD OF DIRECTORS

MINUTES OF THE REGULAR MEETING ON JANUARY 16, 2024.

1. CALL TO ORDER

The meeting was called to order on Tuesday January 16, 2024, at 2:00 p.m. by Director Barney.

A. Pledge of Allegiance: CEO Reid led those assembled in the Pledge of Allegiance.

B. Roll Call:

Directors present: Allred, Balentine, Barney (via Zoom), Coleman, Morgan

Directors absent: None

Staff: District Counsel Nave (via Zoom), CEO Reid, DO Fuels Smith, DOO Sewell, DOF VanWey, DOA Rawlings, and Contracts Manager Johansen.

Others present via Zoom: A. Gatlin, Joyce Media, Scott Westall, Rafael Gonzalez, BHK, DPSS Spandorf, Operations Supervisor Diaz, Eric Schwartz, C. Panko, and 3 other unidentified participants.

C. Approval of Agenda: Upon motion by Director Coleman, seconded by Director Allred, The Board unanimously approved the agenda.

2. Community Announcements/ Public Comments not on the Agenda

Justin Salterz from B3K in Bakersfield announced what B3K is and what programs are in the area that will help facilitate more local employment within the aerospace industry.

3. Consent Agenda

Upon Motion by Director Balentine, seconded by Director Allred, the Board unanimously approved the Consent Agenda.

A. Minutes of the Special Board Meeting on January 3,2024

B. Check Register dated January 16, 2024; \$208,261.87.

4. Action Items

A. Election of Officers

Counsel briefed the Board on the procedure of electing new officers for 2024. Director Balentine motioned to elect Director Morgan as President, Director Allred as Vice President, Director Coleman to remain Treasurer, and Director Balentine to remain as Secretary seconded by Director Barney, the Board unanimously approved the following officers: President Morgan, Vice-President Allred, Secretary Balentine, and Treasurer Coleman.

B. BHK Accountancy Corp- FYE 2023 Audit Report

DOA Rawlings introduced BHK to present the Audit Report for FYE 2023 to the Board. Upon motion by Director Balentine, seconded by Director Allred, the board unanimously approved the Audit to be sent to the State Controllers Office.

- C. Letter of Agreement (LOA) for Large sUAS
DOO Sewell briefed the Board on the LOA template to be used for large sUAS over 50 lbs. Upon motion by Director Balentine seconded by Director Allred, the board unanimously approved the template use for Large sUAS Operations.
- D. Award of Contract for Taxiway A Electrical Rehabilitation Project and finding the Project is Exempt under CEQA and NEPA
DOF VanWey and Rafe Gonzalez briefed the Board on the contract award for Taxiway A project to Vellutini Corporation (DBA Royal Electric), Upon motion by Director Balentine, seconded by Director Barney, the board voted as follows, Directors Allred, Balentine, Barney, and Morgan voting yes, and Director Coleman voting no.
- E. Approval of Mead & Hunt Taxiway A Project Construction Administration Work Order
DOF VanWey briefed the Board on the contract award for Construction Administration to Mead & Hunt for the Taxiway A Electrical Rehabilitation Project. Upon motion by Director Balentine, seconded by Director Barney, the board voted as follows, Directors Allred, Balentine, Barney, and Morgan voting yes, and Director Coleman voting no.

5. Reports

- A. CEO/GM Report
CEO Reid presented his report to the board. Chief Executive Officer
- B. Taxiway A Electrical Rehabilitation
CEO Reid updated the Board on the Taxiway A Electrical Rehabilitation.
- C. Inland Port Update (CEO)
No Changes since last report
- D. Water System Update (CEO)
CEO Reid and Mead & Hunt updated the Board on the Water System.
- E. Hangar Development Update (CEO)
CEO Reid provided updates will be available February of 2024.
- F. Board Committees
No Board Committees

6. Director Comments on Items not on the Agenda

No Director Comments.

7. Closed Session

- A. Existing Litigation (Govt Code 54956.9): Welton v. MASP
- B. Potential Litigation (Govt Code 54956.9): MASP v. Grote
- C. Potential Litigation (Govt Code 54956.9): Unnamed Case
- D. Personnel Evaluation: CEO

8. Closed Session Report

In closed session, Counsel updated the Board on the status of the Welton case, the Grote case and the Unnamed Case. The Board Discussed the CEO Evaluation. No other items were discussed, and no action was taken.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 3:58p.m.

Robert Morgan, President

ATTEST

Jimmy R. Balentine, Secretary

Date: Wednesday, January 31, 2024
 Time: 03:22PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 08-24 As of: 1/31/2024

Page: 1 of 2
 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: MASP										
Acct / Sub:	101000		1200							
064605	CK	2/6/2024	0341 Circulating Air Inc.	08-24	055537	VO	7893	1/12/2024	0.00	39,105.00
064606	CK	2/6/2024	0775 Granite Construction	08-24	055579	VO	TWY C/PRQ 15	1/30/2024	0.00	25,300.01
064607	CK	2/6/2024	1031 Jake's Roofing and Coatings	08-24	055483	VO	1595	1/4/2024	0.00	126,500.00
064608	CK	2/6/2024	1314 Mead & Hunt	08-24	055451	VO	360620-CIP #1	1/12/2024	0.00	5,143.44
064609	CK	2/6/2024	1314 Mead & Hunt	08-24	08-24 055452	VO	36621	1/12/2024	0.00	13,192.58
064610	CK	2/6/2024	1314 Mead & Hunt	08-24	055517	VO	361268	1/20/2024	0.00	235.00
064611	CK	2/6/2024	1314 Mead & Hunt	08-24	055518	VO	361148	1/18/2024	0.00	15,058.25
064612	CK	2/6/2024	1436 Porter Concrete Construction	08-24	055584	VO	4928	1/30/2024	0.00	35,260.00
064613	CK	2/6/2024	1952 Southern California Edison	08-24	055521	VO	12285395/1223	1/10/2024	0.00	31,454.52

Date: Wednesday, January 31, 2024
 Time: 03:22PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 08-24 As of: 1/31/2024

Page: 2 of 2
 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post	Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
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Check Count: 9

Acct Sub Total: 291,248.80

Check Type	Count	Amount Paid
Regular	9	291,248.80
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	9	291,248.80

Company Disc Total	0.00	Company Total	291,248.80
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Date: Wednesday, January 31, 2024
 Time: 03:20PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 08-24 As of: 1/31/2024

Page: 1 of 1
 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: MASP										
Acct / Sub:	101000		1200							
064614	CK	2/6/2024	1314 Mead & Hunt	08-24	055594	VO	360621/RW 1230	1/12/2024	0.00	14,073.82

Check Count: 1

Acct Sub Total: 14,073.82

Check Type	Count	Amount Paid
Regular	1	14,073.82
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	1	14,073.82

Company Disc Total	0.00	Company Total	14,073.82
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STAFF MEMORANDUM

TO: Board of Directors
FROM: Jason Buck, Director of Technology
SUBJECT: Surplus Equipment

MEETING DATE: February 6, 2024

Background:

The equipment listed in the exhibit to the resolution is no longer used or necessary for District operations. As such, staff recommends declaring the equipment surplus and authorizing its disposal.

Impacts:

Fiscal: All proceeds of sale/disposal of equipment will be deposited into the General Fund account.

Environmental: None

Legal: None

Recommended Action:

Approve the resolution declaring the property in the exhibit to be surplus to the needs of the Airport and authorizing its disposal.

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
MOJAVE AIR AND SPACE PORT
DECLARING CERTAIN PROPERTY SURPLUS TO
THE NEEDS OF THE DISTRICT AND AUTHORIZING
DISPOSITION OF THE PROPERTY**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MOJAVE AIR AND SPACE
PORT AT RUTAN FIELD** as follows:

1. Purpose.

This resolution declares certain property surplus to the needs of the District and authorizes the Chief Executive Officer to dispose of such property.

2. Disposition of Property.

The Board finds and declares:

(a) The property identified in Exhibit 1 (the “Surplus Property”), attached hereto and incorporated herein by reference, is surplus to and no longer suitable for the District’s needs.

(b) The District’s Chief Executive Officer is directed to dispose of the Surplus Property in a manner in the best interests of the District.

(c) The Chief Executive Officer is authorized to determine which offer to acquire the Surplus Property is in the best interests of the District.

(d) If no offers are received the Chief Executive Officer is authorized to dispose of the Surplus Property in a manner that is in the best interests of the District and in accordance with law.

(e) The District’s Chief Executive Officer shall report the results of the disposal of the property to the Board of Directors.

PASSED, APPROVED AND ADOPTED on February 6, 2024.

Robert Morgan, President

ATTEST:

Jimmy R. Balentine, Secretary

(SEAL)

2.6.24 BOD
Exhibit 1
Surplus Property

Item	Serial Number	Notes	Action
Surface Pro X	39506500853	Damaged LTE Socket	Auction
Surface Pro 4	10060774753	Obsolete	Auction

MOJAVE

AIR & SPACE PORT
AT RUTAN FIELD

STAFF MEMORANDUM

TO: Board of Directors

FROM: Tim Reid, CEO

SUBJECT: National Test Pilot School – Hangar 161, Consent to Sublease –
Supernal, LLC.

MEETING DATE: February 6, 2024

Background:

On December 6, 2022, the Board approved an assignment of lease from Tisours, LLC for the Ground Lease/Hangar 161 to National Test Pilot School. The Ground Lease for Hangar 161 is a Fifty (50) year lease, ending March 31, 2058. NTPS is requesting a Sublease to Supernal, LLC., an eVTOL (electric vertical takeoff and landing) company. The Hyundai Motor Group formed Supernal to lead its Advanced Air Mobility progress and they intend to occupy a portion of Hangar 161's office space.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Staff recommends approval of the Consent to Sublease and Authorization for CEO to execute the agreement with counsel approval.

CONSENT TO SUBLEASE

This Consent to Sublease is made as of February 6, 2024 by Mojave Air and Space Port (“District”), a public entity, National Test Pilot School, Inc., a California nonprofit corporation (“NTPS”), , and Supernal, LLC, a limited liability company (“Supernal”). District, as Landlord in that certain lease agreement dated April 15, 2008, between Landlord and Tisours, LLC as Tenant, leased 3.72 acres of land (144,669 square feet) to Tenant on Flightline located at the Mojave Airport (now known as the Mojave Air & Space Port) and more particularly described on Exhibit A-1 to the April 15, 2008, lease agreement. The April 15, 2008, lease agreement is the ground lease for the land upon which the improvements known as Hangar 161 were constructed and is referred to hereafter as the “Ground Lease.” On December 22, 2022, Tisours, LLC assigned the Ground Lease to NTPS. Hangar 161. NTPS subleased Hangar 161 to Supernal by a lease dated December 1, 2023. The Gound Lease provides that Landlord’s consent, which shall not be unreasonably withheld, is required for any lease of improvements located on the 3.72 acres of land described in the Ground Lease. This Consent to Sublease memorializes that District, as Landlord under the Ground Lease, consents to the December 1, 2023, sublease between NTPS and Supernal for the improvements known as Hangar 161.

District hereby consents to the subletting of Hangar 161 by NTPS to Supernal as set forth in the Sublease, attached hereto as Attachment 1, subject to the following mutual agreements between District, NTPS, and Supernal:

1. Character of Consent

This Consent is not, and will not be, deemed or construed as, a consent to any future sublease, a consent to any other assignment, subletting, or other transfer, a consent to a sublease term beyond the term of the Ground Lease, or a renewal or extension of the Sublease. This Consent will not be deemed or construed to modify, waive, or affect any of the provisions, covenants, or conditions of the Ground Lease, waive any breach of the Ground Lease or any of the rights of District, or enlarge or increase District's obligations under the Ground Lease.

2. Scope and Conditions of Consent

In granting this Consent, it is understood and agreed that (a) District does not consent to or approve of any term, provision, covenant, or condition in the Sublease, and District will not be bound by the Sublease, (b) no rights will be granted to Subtenant under the Sublease that are greater than those granted to NTPS under the Ground Lease, and (c) the Sublease will be subordinate to the Ground Lease and this District's Consent; in the event of any conflict between the terms and provisions of the Ground lease or this District's Consent and the terms and provisions of the Sublease, the terms and provisions of the Ground Lease or the District's Consent, as applicable, will prevail.

3. Assumption of Sublandlord's Obligations

For the benefit of District and NTPS, Supernal expressly assumes and agrees to perform and comply with every obligation of NTPS under the Ground Lease applicable to the Ground Lease Premises, including, without limitation, NTPS's obligation to indemnify District pursuant to Section 10 of the Ground Lease, provided in no event shall Supernal be obligated to pay rent for the Ground Lease in excess of the amounts payable under the Ground Lease. Neither this assumption by Supernal, the Sublease, nor this District's Consent will release or discharge NTPS from any liability under the Ground Lease, including, without limitation, the payment of rent and other amounts when due under the Ground Lease, and NTPS will remain liable and responsible for the full performance and observance of all the provisions, covenants, and conditions in the Ground Lease to be performed and observed by NTPS. NTPS will not be released from any liability under the Ground Lease because of District's failure to give notice of default under or in respect of any of the terms, covenants, conditions, provisions, or agreements by the Ground Lease. Any breach or violation of any provision of the Ground Lease by NTPS or Supernal, or both, constitutes a default by NTPS under the Ground Lease. District may proceed directly against NTPS without first exhausting District's remedies against Supernal, or District may proceed directly against Supernal without exhausting District's remedies against NTPS.

4. Obligations of District

District will not be liable for any cost or obligation of any kind arising in connection with the Sublease, including, without limitation, brokerage commissions, improvements to the Sublease Premises, or the security deposit required to be made by Subtenant under the Sublease. Sublandlord and Subtenant jointly and severally agree to indemnify, protect, defend, and hold District harmless from all claims, losses, liabilities, costs, and expenses, including attorney's fees, that District may incur as a result of any claim to pay any person or entity any commission, finder's fee, or other charge in connection with the Sublease. Further, Supernal warrants that Supernal has dealt with no brokers in this transaction.

5. Termination of Sublease

Subject to Section 6 below, on the effective date of the expiration of the term of the Ground Lease, or NTPS's surrender of the premises under the Ground Lease to District, the Sublease and its term will immediately terminate, and Supernal must vacate the Sublease Premises on or before the effective date of the termination. If Supernal fails to vacate the Sublease Premises, District will be entitled to all the rights and remedies available to a landlord against a tenant wrongfully holding over after expiration of the term of a lease without consent, including, without limitation, the rights and remedies available to District under the Ground Lease. District will not be liable to NTPS or Supernal for any claim or damage because of the termination.

6. Continuation of Sublease

Regardless of anything stated in Section 5 above, if the Ground Lease expires or terminates for any reason during the term of the Sublease, or if NTPS surrenders the Ground Lease to District

during the term of the Sublease, District has the option, on written notice delivered to Supernal not more than thirty (30) days after the effective date of the expiration, termination, or surrender, and without any additional or further agreement of any kind by Supernal, to elect to continue the Sublease with the same effect as if District and Supernal had entered into a lease for that date and for a term equal to the then unexpired term of the Sublease, and on the same terms and conditions in the Sublease. In that event, Supernal will attorn to District, and District and Supernal will have the same rights, obligations, and remedies under the Sublease as were had by NTPS and Supernal. However, in no event will District (a) be liable for any act or omission of NTPS, (b) be subject to any offsets or defenses that Supernal had or might have against NTPS, (c) be obligated to cure any default of NTPS that occurred prior to the time that District succeeded to the interest of NTPS under the Sublease, (d) be bound by any payment of rent or other payment paid by Supernal to NTPS more than one (1) month in advance of any periods reserved for that in the Sublease, (e) be bound by any modification or amendment of the Sublease made without the written consent of District, or (f) be liable for the return of any security deposit not actually received by District. Neither District's election under this section nor its acceptance of any rent from Supernal will be deemed a waiver by District of any provisions of the Ground Lease and this District's Consent.

7. Compliance with Sublease

If District elects to continue the Sublease pursuant to Section 6, Supernal will observe and perform (a) each of the terms, covenants, and conditions of the Sublease that District designates to be observed and performed, and (b) any other terms, covenants, and conditions to which the parties may agree, provided in the event that the District does not agree to perform all of the obligations of NTPS under the Sublease, Supernal shall have right to terminate the Sublease, which right must be exercised within sixty (60) days after the District gives Supernal notice that it has elected to continue the Sublease pursuant to Section 6 above.

8. Insurance

Supernal will carry the insurance policies required to be carried by NTPS pursuant to Section 11 of the Ground Lease and will deliver evidence of that to District prior to occupancy. The insurance will (a) name District and NTPS as additional insureds; and (b) provide that the policy will not be subject to cancellation or change except after thirty (30) days' prior written notice to District and NTPS. Notwithstanding the foregoing, Supernal shall not be required to carry products liability coverage.

9. Absolute Assignment of Rents

NTPS unconditionally assigns to District all rents now due, or which may later become due, under the Sublease (collectively, "Rents"). NTPS acknowledges that the assignment is present, absolute, and unconditional. Accordingly, District will have the right to collect the Rents and to apply them in payment of any sums payable by Supernal under the Ground Lease, after which District will promptly remit to NTPS any rents collected from Supernal in excess of the sums payable to District under the Ground Lease. However, NTPS will have a license to collect the

Rents until the occurrence of an act of default by NTPS under the Ground Lease. If the act of default occurs, NTPS' right to collect the Rent will be suspended until the default is cured. During the period in which NTPS' right to collect the Rents is suspended, District, as assignee and attorney-in-fact for NTPS under the Ground Lease, or a receiver for NTPS appointed pursuant to District's application, will have the right to collect the Rents and apply them toward Sublandlord's obligations under the Ground Lease, after which District will promptly remit to NTPS any rents collected from Supernal in excess of the sums payable to District under the Ground Lease. District's acceptance of any payment on account of Rent from Supernal as a result of any act of default does not release NTPS from any liability under the terms, covenants, conditions, provisions, or agreement under the Ground Lease. NTPS agrees that any amounts paid by Supernal to District to satisfy NTPS' obligation to make lease payments under the Ground Lease, shall be in satisfaction of Supernal's obligation to pay such amounts to NTPS under the Sublease and Supernal shall have no obligation to inquire into the existence of a default under the Ground Lease or the right of District to demand payment of Rents by Supernal to District.

10. Intentionally deleted

11. No Consent to Alterations

NTPS and Supernal acknowledge: (a) that District's Consent is not a consent to any improvement or alteration work being performed in the Sublease Premises; (b) that District's Consent must be separately sought and will not necessarily be given with regard to alteration work being performed in the Sublease Premises; and (c) and that if consent is given it will be subject to NTPS' signing District's standard form of Agreement with respect to work being performed by persons other than District, unless otherwise agreed to in writing by District.

12. Legal

This Consent to Sublease is made and to be performed in Kern County, California, and the parties irrevocably consent to the jurisdiction of the appropriate federal or state court located in that County. In any legal action or proceeding arising from this Consent, the prevailing party shall be awarded its cost, expenses, and fees, including reasonable attorney fees, incurred in the action or proceeding, on appeal, and/or in the enforcement of a judgment.

13. Notices

Any notices to be given under this Consent to Sublease shall be delivered via US Mail (including Express Mail) or overnight courier or personal delivery to the following:

District:

Mojave Air and Space Port
Attn: Contracts Manager
1434 Flightline
Mojave, CA 93505

Sublandlord:

National Test Pilot School, Inc.
Attn: Jeff Trang
P.O. Box 658
Mojave, CA 93501

Subtenant:

Supernal, LLC.
Attn: Legal Division
1101 16th St. NW
Suite 100 N.
Washington, DC 20036

This Consent is effective as of the date first written above:

Mojave Air and Space Port

National Test Pilot School, Inc.

By _____
Tim Reid
CEO

By _____
Jeff Trang
President & CEO NTPS

Supernal, LLC.

By _____
Iksoo Chun, Chief Financial Officer



AIR & SPACE PORT
AT RUTAN FIELD

CEO REPORT

TO: MASP Board of Directors
FROM: Tim Reid, General Manager/CEO
MEETING DATE: February 6, 2024

Updates

- **Taxiway A Electrical Rehabilitation** – Finalizing contract with Royal Electric.
- **Inland Port Update** – No update.
- **Water Main System Update** – Contract completed with RE Chaffee. Project is currently in the Mobilization phase, with the preconstruction meeting set for Thursday, February 15th. Anticipated completion date March 25th barring any delays.
- **Water System Hydraulic Modeling** – We have made some progress with obtaining water demand information from our tenants.
- **Hangar Development Update** – Met with Local Equity Friday, January 26th to review the proposed site and to answer questions.



AIR & SPACE PORT
AT RUTAN FIELD

CEO AUTHORIZED ITEMS

- **CONTRACTS/AGREEMENTS– SVC/PUBLIC WORKS/CONSULTING**
 - RE Chafee Construction, Inc – Roper St. Water Main, \$1,964,964.00

- **Property Rented**
 - Universal Hydrogen – Transient Hangar 1 month
 - Dragon Aviation – Ramp-1 month Access License
 - Smithers – Hangar 925, Month to Month

Authorized Payments

BOARD MEETING: 2/6/24	DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER	1/18/2024	70,429.05		70,429.05
	1/31/2024	115,727.74		115,727.74
EFT'S	1/23/2024		181,447.45	181,447.45
		186,156.79	181,447.45	367,604.24
BOD CHECK	64605	39,105.00		
	64606	25,300.01		
	64607	126,500.00		
	64608	5,143.44		
	64609	13,192.58		
	64610	235.00		
	64611	15,058.25		
	64612	35,260.00		
	64613	31,454.52		



AIR & SPACE PORT
AT RUTAN FIELD

	64614	14,073.82		
CHECK TOTAL		305,322.62		305,322.62
VOID CHECK		64458		
		64559		
		64609		
TOTAL ALL CHECKS & EFT'S				672,926.86

Date: Thursday, January 18, 2024
 Time: 12:00PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 07-24 As of: 1/18/2024

Page: 1 of 5
 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: MASP										
Acct / Sub:	101000		1200							
064525	CK	1/18/2024	0109 AT&T	07-24	055499	VO	23831139/0124	1/7/2024	0.00	121.45
064525	CK	1/18/2024	0109 AT&T	07-24	055500	VO	34122793/0124	1/7/2024	0.00	121.45
Check Total										242.90
064526	CK	1/18/2024	0187 AFLAC	07-24	055473	VO	362260	1/15/2024	0.00	1,374.12
064527	CK	1/18/2024	0274 BSK Associates	07-24	055454	VO	AG25922	11/1/2023	0.00	100.00
064527	CK	1/18/2024	0274 BSK Associates	07-24	055455	VO	AG26271	11/6/2023	0.00	100.00
Check Total										200.00
064528	CK	1/18/2024	0333 Capture Technologies, Inc	07-24	055490	VO	3350	9/18/2023	0.00	2,357.99
064529	CK	1/18/2024	0350 Clarks Pest Control	07-24	055492	VO	34640300/0124	1/16/2024	0.00	133.00
064529	CK	1/18/2024	0350 Clarks Pest Control	07-24	055493	VO	34640301/0124	1/16/2024	0.00	60.00
064529	CK	1/18/2024	0350 Clarks Pest Control	07-24	055494	VO	34640303/0124	1/16/2024	0.00	59.00
064529	CK	1/18/2024	0350 Clarks Pest Control	07-24	055495	VO	34640304/0124	1/16/2024	0.00	101.00
Check Total										353.00
064530	CK	1/18/2024	0365 Consolidated Electrical Dist.	07-24	055468	VO	3978-1048254	1/11/2024	0.00	494.94
064530	CK	1/18/2024	0365 Consolidated Electrical Dist.	07-24	055482	VO	3978-1048366	1/15/2024	0.00	1,176.52
Check Total										1,671.46
064531	CK	1/18/2024	0472 Crestline Specialties, Inc.	07-24	055472	VO	3747647	12/28/2023	0.00	993.57
064532	CK	1/18/2024	0557 Amazon Capital Services, Inc.	07-24	055497	VO	17RG3Q6KL6NV	1/16/2024	0.00	35.70
064532	CK	1/18/2024	0557 Amazon Capital Services, Inc.	07-24	055505	VO	1J7XPMLQQW9R	1/17/2024	0.00	46.51
Check Total										82.21

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064533	CK	1/18/2024	0717 Geographic Data and	07-24	055491	VO	GD109709	1/11/2024	0.00	13,585.00
064534	CK	1/18/2024	0722 Freeway Smog & Auto Repair	07-24	055449	VO	4478	11/22/2023	0.00	139.76
064534	CK	1/18/2024	0722 Freeway Smog & Auto Repair	07-24	055512	VO	4482	1/11/2024	0.00	30.00
Check Total										169.76
064535	CK	1/18/2024	0866 The Home Depot Credit Plan	07-24	055282	VO	1123	11/29/2023	0.00	2,089.11
064535	CK	1/18/2024	0866 The Home Depot Credit Plan	07-24	055453	VO	1223	12/31/2023	0.00	1,241.33
Check Total										3,330.44
064536	CK	1/18/2024	1103 KERN COUNTY DEPT.	07-24	055456	VO	170713781	12/20/2023	0.00	9.38
064536	CK	1/18/2024	1103 KERN COUNTY DEPT.	07-24	055457	VO	17073751	12/20/2023	0.00	33.24
064536	CK	1/18/2024	1103 KERN COUNTY DEPT.	07-24	055458	VO	170713866	12/22/2023	0.00	64.77
Check Total										107.39
064537	CK	1/18/2024	1161 Kern Auto Parts Inc	07-24	055460	VO	993103	1/15/2024	0.00	272.61
064537	CK	1/18/2024	1161 Kern Auto Parts Inc	07-24	055461	VO	993117	1/15/2024	0.00	7.57
Check Total										280.18
064538	CK	1/18/2024	1178 Kimley-Horn and Associates, Inc.	07-24	055459	VO	26853569	12/31/2023	0.00	5,600.00
064539	CK	1/18/2024	1254 Lincoln Nat'l Life Ins. Co.	07-24	055488	VO	4653598435	2/29/2024	0.00	1,087.80
064540	CK	1/18/2024	1315 McMaster-Carr	07-24	055478	VO	19878315	1/4/2024	0.00	3,417.79
064541	CK	1/18/2024	1364 Karl's Hardware Mojave	07-24	055450	VO	1223	12/31/2023	0.00	2,636.98
064542	CK	1/18/2024	1365 Mojave Chamber of Commerce	07-24	055489	VO	0224	1/17/2024	0.00	225.00

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				To Post	Closed						
064543	CK	1/18/2024	1372 Mojave Public Utility District	07-24		055503	VO	12231/1223	1/11/2024	0.00	6,172.56
064543	CK	1/18/2024	1372 Mojave Public Utility District	07-24		055507	VO	11231/1123	12/15/2023	0.00	8,286.87
										Check Total	14,459.43
064544	CK	1/18/2024	1373 Mojave Public Utility District	07-24		055504	VO	12232/1223	1/11/2024	0.00	467.00
064544	CK	1/18/2024	1373 Mojave Public Utility District	07-24		055508	VO	11232/1123	11/16/2023	0.00	467.00
										Check Total	934.00
064545	CK	1/18/2024	1390 Mission Linen Supply	07-24		055463	VO	520831022	1/11/2024	0.00	131.99
064545	CK	1/18/2024	1390 Mission Linen Supply	07-24		055464	VO	520853849	1/11/2024	0.00	866.00
064545	CK	1/18/2024	1390 Mission Linen Supply	07-24		055465	VO	520831017	1/11/2024	0.00	164.32
064545	CK	1/18/2024	1390 Mission Linen Supply	07-24		055469	VO	520609408	12/21/2023	0.00	172.99
064545	CK	1/18/2024	1390 Mission Linen Supply	07-24		055470	VO	520514115	11/23/2023	0.00	111.38
064545	CK	1/18/2024	1390 Mission Linen Supply	07-24		055471	VO	520514110	11/23/2023	0.00	140.48
										Check Total	1,587.16
064546	CK	1/18/2024	1800 Ramos Strong Inc	07-24		055496	VO	0396316	1/11/2024	0.00	1,841.04
064547	CK	1/18/2024	1907 Safeguard Business Systems	07-24		055511	VO	9003639238	1/17/2024	0.00	731.76
064548	CK	1/18/2024	1945 Harold Smith	07-24		055474	VO	011224/BOOT	1/12/2024	0.00	178.56
064548	CK	1/18/2024	1945 Harold Smith	07-24		055480	VO	011324	1/16/2024	0.00	410.69
										Check Total	589.25
064549	CK	1/18/2024	1950 Society of Exp. Test Pilots	07-24		055506	VO	2024SPONSOR	1/17/2024	0.00	500.00
064550	CK	1/18/2024	1954 Southern California Gas	07-24		055484	VO	89363938/0124	1/5/2024	0.00	702.02
064550	CK	1/18/2024	1954 Southern California Gas	07-24		055485	VO	31545767/0124	1/5/2024	0.00	719.83

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064550	CK	1/18/2024	1954 Southern California Gas	07-24	055486	VO	6154500/0124	1/5/2024	0.00	1,162.71
064550	CK	1/18/2024	1954 Southern California Gas	07-24	055487	VO	11545997/0124	1/5/2024	0.00	1,285.04
									Check Total	3,869.60
064551	CK	1/18/2024	2045 Shreds Unlimited Inc	07-24	055502	VO	25347/0124	1/11/2024	0.00	40.00
064552	CK	1/18/2024	2238 WESTSIDE BUILDING	07-24	055462	VO	314997	1/12/2024	0.00	386.88
064552	CK	1/18/2024	2238 WESTSIDE BUILDING	07-24	055475	VO	314112	1/12/2024	0.00	1,699.13
064552	CK	1/18/2024	2238 WESTSIDE BUILDING	07-24	055476	VO	313985	1/5/2024	0.00	1,889.90
064552	CK	1/18/2024	2238 WESTSIDE BUILDING	07-24	055477	VO	314993	1/12/2024	0.00	1,658.99
									Check Total	5,634.90
064553	CK	1/18/2024	3010 Jim Balentine	07-24	055481	VO	011224	1/16/2024	0.00	698.96
064554	CK	1/18/2024	3027 Nicole Altman	07-24	055498	VO	012924	1/16/2024	0.00	428.86
064555	CK	1/18/2024	3310 Timothy Jaworski	07-24	055467	VO	010924	1/11/2024	0.00	181.00
064556	CK	1/18/2024	4008 Michael B.Jones DDS	07-24	055501	VO	010424/T SMITH	1/16/2024	0.00	125.00
064557	CK	1/18/2024	4093 Boyd F. Young, O.D.	07-24	055479	VO	011524/ALTMAN	1/16/2024	0.00	645.50
064558	CK	1/18/2024	4231 Christina Scott	07-24	055509	VO	011724	1/17/2024	0.00	183.00
064558	CK	1/18/2024	4231 Christina Scott	07-24	055510	VO	011724	1/17/2024	0.00	264.00
									Check Total	447.00

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Check Count: 34

Acct Sub Total: 70,429.05

Check Type	Count	Amount Paid
Regular	34	70,429.05
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	34	70,429.05

Company Disc Total	0.00	Company Total	70,429.05
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Company: MASP										
Acct / Sub:	101000		1200							
064561	CK	1/31/2024	0187 AFLAC	07-24	055531	VO	711040/0124	1/25/2024	0.00	916.08
064562	CK	1/31/2024	0194 Aviation Striping, Inc	07-24	055580	VO	418	1/23/2024	0.00	5,335.00
064563	CK	1/31/2024	0234 Banyan	07-24	055536	VO	2072782	1/19/2024	0.00	272.35
064564	CK	1/31/2024	0244 American Electrical Services	07-24	055574	VO	BL262-23300	1/30/2024	0.00	10,000.00
064565	CK	1/31/2024	0244 American Electrical Services	07-24	055575	VO	BL261-24111	1/29/2024	0.00	1,240.00
064566	CK	1/31/2024	0244 American Electrical Services	07-24	055576	VO	S2041-24105	1/30/2024	0.00	1,128.00
064567	CK	1/31/2024	0245 Airports Council	07-24	055533	VO	63729-2024	11/21/2023	0.00	940.00
064568	CK	1/31/2024	0250 Berchtold Equipment	07-24	055581	VO	W11097	1/23/2024	0.00	1,787.53
064569	CK	1/31/2024	0396 CDW Government	07-24	055538	VO	PB29124	1/15/2024	0.00	237.54
064569	CK	1/31/2024	0396 CDW Government	07-24	055539	VO	PB71397	1/16/2024	0.00	1,883.12
									Check Total	2,120.66
064570	CK	1/31/2024	0557 Amazon Capital Services, Inc.	07-24	055526	VO	1Q1M3KFVHH73	1/29/2024	0.00	35.69
064570	CK	1/31/2024	0557 Amazon Capital Services, Inc.	07-24	055527	VO	19JX3VFCYJGY	1/18/2024	0.00	37.83
064570	CK	1/31/2024	0557 Amazon Capital Services, Inc.	07-24	055528	VO	19JX3VFCYJHW	1/18/2024	0.00	36.74
064570	CK	1/31/2024	0557 Amazon Capital Services, Inc.	07-24	055529	VO	1XM3K9NM6JGC	1/19/2024	0.00	71.42
064570	CK	1/31/2024	0557 Amazon Capital Services, Inc.	07-24	055530	VO	13DLC1L7DPPH	1/29/2024	0.00	38.57

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									Check Total	220.25
064571	CK	1/31/2024	0582 Environmental Concepts	07-24	055540	VO	224108	1/17/2024	0.00	1,558.80
064572	CK	1/31/2024	0610 4 imprint	07-24	055520	VO	26377933	12/7/2023	0.00	2,458.70
064573	CK	1/31/2024	0625 Fire Ace Inc.	07-24	055543	VO	12448380	1/26/2024	0.00	3,487.00
064574	CK	1/31/2024	0712 FRANCOTYP POSTALIA, INC	07-24	055544	VO	RI106056721	1/5/2024	0.00	133.46
064575	CK	1/31/2024	0722 Freeway Smog & Auto Repair	07-24	055541	VO	4562	1/25/2024	0.00	30.00
064575	CK	1/31/2024	0722 Freeway Smog & Auto Repair	07-24	055542	VO	4553	1/18/2024	0.00	30.00
									Check Total	60.00
064576	CK	1/31/2024	0751 The Gibbons Family LLC	07-24	055569	VO	INVST PMT 0124	1/30/2024	0.00	6,471.55
064577	CK	1/31/2024	0773 Grainger	07-24	055545	VO	9955801270	1/8/2024	0.00	613.04
064578	CK	1/31/2024	0842 J. Hitchcock Riverwest	07-24	055567	VO	INVST PMT 0124	1/30/2024	0.00	4,314.37
064579	CK	1/31/2024	0850 Herc Rentals	07-24	055582	VO	34296628-001	1/19/2024	0.00	1,300.30
064579	CK	1/31/2024	0850 Herc Rentals	07-24	055583	VO	34288877-001	1/19/2024	0.00	2,488.07
									Check Total	3,788.37
064580	CK	1/31/2024	0898 IML Security Supply	07-24	055546	VO	3935271	1/17/2024	0.00	1,023.84
064581	CK	1/31/2024	1106 Elmer F. Karpe, Inc.	07-24	055568	VO	INVST PMT 0124	1/30/2024	0.00	10,785.92
064582	CK	1/31/2024	1161 Kern Auto Parts Inc	07-24	055547	VO	993683	1/29/2024	0.00	10.83

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064582	CK	1/31/2024	1161 Kern Auto Parts Inc	07-24		055548	VO	993690	1/29/2024	0.00	5.41
064582	CK	1/31/2024	1161 Kern Auto Parts Inc	07-24		055549	VO	993693	1/29/2024	0.00	32.46
064582	CK	1/31/2024	1161 Kern Auto Parts Inc	07-24		055550	VO	993222	1/17/2024	0.00	681.45
064582	CK	1/31/2024	1161 Kern Auto Parts Inc	07-24		055551	AD	993494	1/24/2024	0.00	-116.91
064582	CK	1/31/2024	1161 Kern Auto Parts Inc	07-24		055552	VO	993487	1/24/2024	0.00	227.15
Check Total											840.39
064583	CK	1/31/2024	1178 Kimley-Horn and Associates, Inc.	07-24		055519	VO	96541102-1223	12/31/2023	0.00	1,264.29
064584	CK	1/31/2024	1289 Meridian Dental Arts	07-24		055534	VO	JAN 3/BALENTINE	1/23/2024	0.00	213.70
064584	CK	1/31/2024	1289 Meridian Dental Arts	07-24		055535	VO	JAN 2/BALENTINE	1/23/2024	0.00	213.70
064584	CK	1/31/2024	1289 Meridian Dental Arts	07-24		055570	VO	1123/BALENTINE	1/29/2024	0.00	1,192.00
Check Total											1,619.40
064585	CK	1/31/2024	1347 Miller Equipment Company	07-24		055555	VO	4301	1/18/2024	0.00	2,668.00
064586	CK	1/31/2024	1390 Mission Linen Supply	07-24		055556	VO	520919080	1/25/2024	0.00	164.32
064586	CK	1/31/2024	1390 Mission Linen Supply	07-24		055557	VO	520919085	1/25/2024	0.00	131.99
064586	CK	1/31/2024	1390 Mission Linen Supply	07-24		055558	VO	520874296	1/18/2024	0.00	131.99
064586	CK	1/31/2024	1390 Mission Linen Supply	07-24		055559	VO	520874291	1/18/2024	0.00	164.32
Check Total											592.62
064587	CK	1/31/2024	1429 Northern Digital, Inc.	07-24		055516	VO	05620	12/31/2023	0.00	5,320.00
064588	CK	1/31/2024	1501 Office Depot	07-24		055587	VO	0124	1/17/2024	0.00	432.01
064589	CK	1/31/2024	1570 Otis Elevator Company	07-24		055571	VO	SAU07575	1/16/2024	0.00	8,725.92

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064590	CK	1/31/2024	1572 Patton Sales Corporation	07-24	055560	VO	4758050	1/25/2024	0.00	440.45
064591	CK	1/31/2024	1670 Linde Gas & Equipment Inc.	07-24	055554	VO	40650864	1/23/2024	0.00	195.36
064592	CK	1/31/2024	1925 Sparkletts	07-24	055523	VO	13703338 011824	1/18/2024	0.00	494.95
064593	CK	1/31/2024	1952 Southern California Edison	07-24	055514	VO	616545683/1223	1/17/2024	0.00	1,984.97
064593	CK	1/31/2024	1952 Southern California Edison	07-24	055515	VO	196090594/1223	1/17/2024	0.00	442.64
064594	CK	1/31/2024	1954 Southern California Gas	07-24	055561	VO	34670645/B-139	1/17/2024	0.00	2,427.61 57.68
064595	CK	1/31/2024	2014 Sharper Landscaping Services	07-24	055577	VO	6516	1/26/2024	0.00	9,850.00
064595	CK	1/31/2024	2014 Sharper Landscaping Services	07-24	055578	VO	6523/0124	2/1/2024	0.00	2,400.00
064596	CK	1/31/2024	2080 Tabbara Corporation	07-24	055562	VO	4651	1/19/2024	0.00	12,250.00 10,500.00
064597	CK	1/31/2024	2136 UNUM Life Ins. Co.	07-24	055572	VO	0224	1/10/2024	0.00	3,424.54
064598	CK	1/31/2024	2193 Velosio LLC	07-24	055522	VO	IN100-00121471	1/16/2024	0.00	528.75
064599	CK	1/31/2024	2230 Verizon Wireless	07-24	055591	VO	9954050732	1/12/2024	0.00	1,596.21
064600	CK	1/31/2024	2253 Waste Management Kern	07-24	055588	VO	022747348088/TH	2/1/2024	0.00	958.60
064600	CK	1/31/2024	2253 Waste Management Kern	07-24	055589	VO	22767948080/FH	2/1/2024	0.00	247.50
064600	CK	1/31/2024	2253 Waste Management Kern	07-24	055590	VO	22739848087/B1	2/1/2024	0.00	482.80
Check Total										1,688.90

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064601	CK	1/31/2024	2450 Xerox Corporation	07-24	055564	VO	504451971	1/4/2024	0.00	279.79
064601	CK	1/31/2024	2450 Xerox Corporation	07-24	055565	VO	020651042	2/1/2024	0.00	419.11
064601	CK	1/31/2024	2450 Xerox Corporation	07-24	055566	VO	020651043	2/1/2024	0.00	86.80
Check Total										785.70
064602	CK	1/31/2024	3038 Timothy Reid	07-24	055524	VO	012124	1/24/2024	0.00	573.90
064602	CK	1/31/2024	3038 Timothy Reid	07-24	055525	VO	012824	1/24/2024	0.00	351.14
Check Total										925.04
064603	CK	1/31/2024	3864 Carrie Rawlings	07-24	055573	VO	013024	1/30/2024	0.00	145.00
064604	CK	1/31/2024	4093 Boyd F. Young, O.D.	07-24	055592	VO	0124/LATHROP	1/23/2024	0.00	150.00

Check Count: 44

Acct Sub Total: 115,727.74

Check Type	Count	Amount Paid
Regular	44	115,727.74
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	44	115,727.74

Company Disc Total	0.00	Company Total	115,727.74
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Electronic Fund Transfers January 8 through January 23,2024

Date		Debit
1/10/2024	ACH DEBIT CLOVER APP CLOVER	\$49.95
1/11/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$25,972.16
1/12/2024	WIRE TRANSFER FEE	\$15.00
1/16/2024	MEMO DEBIT : Wire Transfer Fee	\$15.00
1/16/2024	MEMO DEBIT : AMEX EPAYMENT	\$20,146.31
1/16/2024	MEMO DEBIT : AMEX EPAYMENT	\$13,821.41
1/16/2024	ACH Entry Memo Posted Today	\$250.00
1/16/2024	INVESTMENT ACH Entry Memo Posted Today	\$250.00
1/16/2024	INVESTMENT ACH Entry Memo Posted Today	\$300.00
1/16/2024	INVESTMENT ACH Entry Memo Posted Today	\$300.00
1/17/2024	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$557.00
1/18/2024	ACH DEBIT PAYROLL PAYCHEX	\$73,909.57
1/18/2024	ACH DEBIT TAXES PAYCHEX TPS	\$18,211.68
1/18/2024	ACH DEBIT INVOICE PAYCHEX	\$1,052.01
1/18/2024	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$501.00
1/18/2024	ACH DEBIT GARNISH PAYCHEX CGS	\$48.96
1/19/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$25,850.54
1/22/2024	ACH DEBIT INVOICE PAYCHEX	\$181.86
1/23/2024	WIRE TRANSFER FEE	\$15.00
	TOTAL	\$181,447.45



STAFF MEMORANDUM

TO: Board of Directors

FROM: Tim Reid, CEO

SUBJECT: Cambium Biomaterials, Inc. – Bldg. 86 and Land, Lease

MEETING DATE: February 6, 2024

Background:

Cambium Biomaterials, Inc., is an existing tenant, occupies Bldg. 83 and Hangar 906 and in good standing with MASP. Cambium is requesting a Two (2) year lease with Two (2) One (1) year options.

Impacts:

Fiscal: \$61,809.36
Environmental: Subject to CEQA
Legal: None

Recommended Action:

Staff recommends approval of the Lease and Authorization for CEO to execute the agreement with counsel approval.

Lease Agreement

THIS LEASE ("Lease") is entered into as of February 2, 2024 ("Effective Date") by Mojave Air & Space Port, a California Airport District ("Landlord") and Cambium Biomaterials, Inc. ("Tenant").

ARTICLE 1. BASIC LEASE PROVISIONS

1.1 Landlord: Mojave Air & Space Port

1.2 Tenant: Cambium Biomaterials, Inc

1.3 Rental Commencement Date: DATE

1.4 Premises: Building 86, 1783 Sabovich St., Mojave, CA 93501,, as more specifically described on Exhibit A attached hereto.

1.5 Rentable area: Approximately 6,400 sq. ft. of Building and 4,220 sq. ft. of Acreage.

1.6 Lease term:

Basic Term: Two (2) years, computed from the first day of the first calendar month on or after the Rental Commencement Date.

Renewal Term: Two (2) One (1) year options exercisable pursuant to Section 22.17.

1.7 Annual Rental:

<u>Year(s)</u>	<u>Monthly Rental</u>	<u>Annual Rental</u>
2024	\$5,150.78	\$61,809.36

On February 1, 2025, and each year thereafter, including during the Renewal Term, if any, Annual Rental shall be adjusted in accordance with Section 4.2.

1.8 Use of Premises: The Premises shall be occupied and used by Tenant for the sole purpose of Storage, and for no other use or purpose.

1.9 Late charge: If Rent is not paid by the first day of the month, Landlord shall also be paid by Tenant interest at the rate of 1.5% per month on the unpaid balance of such Rent until paid in full.

1.10 Addresses for notices and rent payment:

Landlord:
Mojave Air & Space Port
Attn: Contracts Manager
1434 Flightline Mojave, CA 93501
661.824.2433
www.mojaveairport.com

Tenant:
Cambium Biomaterials, Inc.
Attn: Accounts Payable
626 Bancroft Way, Suite A, Berkeley, CA 94710
415-794-4005
Stephan@cambium-usa.com