

**REGULAR MEETING OF THE BOARD OF
DIRECTORS OF THE MOJAVE AIR AND SPACE PORT**
Administration Building
October 6, 2015
2:00 o'clock p.m.

AGENDA

Call to Order

Pledge of Allegiance

Roll Call

1. Approval of Agenda

2. Consent Agenda

All items on the consent agenda are considered routine and non-controversial and will be approved by one motion if no member of the Board, staff or public wishes to comment or ask questions.

- A) Minutes of September 15, 2015

3. Business Items

- A) Check Register 09/30/15
- B) Allied Pay Increases
- C) Monster Fitness Center Equipment Lease and Bill of Sale
- D) Resolution relating to Sick Leave
- E) Request from Grace Wang to sublet T-Hgr 958
- F) Approval of Amendment to Lease with Virgin Galactic (Acreage)
Environmental Finding: This project is exempt under CEQA title 14CCR
Section 15301 and CEO is authorized to file a notice of exemption as necessary
- G) Approval of Amendment to Lease with Northrop Grumman (Hgr 71)
Environmental Finding: This project is exempt under CEQA title 14CCR Section
15301 and CEO is authorized to file a notice of exemption as necessary
- H) Federal Excess Personal Property Resolution

4. Reports/Announcements

- A) Community: Members of the audience may address the Board on items of a community nature.
- B) Board Committees
- C) CEO/GM Report
 - 1. Employment Application
 - 2. Audit Status
- D) Board of Directors: This portion of the meeting is reserved for board members to address items not on the agenda

5. Public Comment on Items Not on the Agenda

This portion of the meeting is reserved for persons desiring to address the Board of Directors on any matter not on the agenda, and over which MASP has jurisdiction. Time is limited to 3 minutes. The Board of Directors can take no action on your presentation. Any person desiring to speak on an agenda item will be given an opportunity to do so prior to the Board of Directors taking action on the item.

6. Closed Session

- 1. Potential Litigation per Government Code Section 54956.9 (Soest)
- 2. Potential Litigation per Government Code Section 54956.9 Indemnity for CEO and COO

7. Closed Session Report

Adjournment

This Agenda was posted on October 2, 2015

By: Debbie

Persons desiring disability-related accommodations should contact the Clerk of the Board no later than ten days prior to the need for the accommodation. A copy of any writing that is a public record relating to an open session of this meeting is available to the public in the office of the Clerk of the Board.

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

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF
MOJAVE AIR AND SPACE PORT
September 15, 2015**

The Board of Directors of the Mojave Air and Space Port duly met for a Regular Meeting at the District Offices in the Administration Building at Mojave Airport, Mojave, California, at the hour of 2:00 o'clock p.m. on Tuesday, September 15, 2015.

The Clerk called the roll and the following Directors were present: Balentine, Deaver, Painter and Peterson with Director Evans and District's Counsel, Scott Nave on telecom. Also present were the District's Chief Executive Officer, Stuart Witt and Deputy General Manager, Karina Drees.

President Peterson presented the Agenda. Motion was made by Director Deaver and seconded by Director Evans. Roll call vote: Ayes: Balentine, Painter, Deaver, Evans and Peterson.

RESOLVED: That the Agenda be approved as submitted.

CONSENT AGENDA

President Peterson presented the Consent Agenda. Motion was made by Director Balentine and seconded by Director Painter. Roll call vote: Ayes: Balentine, Painter, Deaver, Evans and Peterson.

2A) Minutes of September 1, 2015

RESOLVED: That the Minutes of the Regular Meeting of September 1, 2015 be approved as submitted and further reading thereof be waived.

BUSINESS ITEMS

3A) Check Register 09/09/15

Interim CFO Brouse briefed Board on the General Fund Check Register for September 9, 2015. President Peterson disqualified himself from participating in the discussion of this item due to a potential conflict of interest regarding three payments made to the National

Test Pilot School in the amounts of \$280.00, \$9,500.00 and \$12,000.00 under check number 053630 for a total of \$21,780.00. Delineated below is the schedule of electronic fund transfers.

SCHEDULED ELECTRONIC FUND TRANSFERS

AV Fuel	09/09/15	\$ 37.63
AV Fuel	09/10/15	\$ 16,502.92
AV Fuel	09/18/15	\$ 15,466.92
AV Fuel	09/21/15	\$ 27,655.06
Amex	09/12/15	\$ 2,403.29
Card Svc. Center/Visa	09/23/15	\$ 513.51

Credit Card Transaction Details

Amex

CR/Gift Shop, Credit Report, Shipping	638.00
SW/WA DC Trip, Meetings	482.66
KW/Tower Equip, ACA Conference	588.55
HS/Maintenance Supplies	228.66
KD/WA DC Trip	465.42

Card Svc. Center/Visa

SW/Auto Svc	8.00
KD/Website Transfer	21.51
KW/Fire Dept. Knox Box	85.00
CR/Calpers Conference	399.00

Motion was made by Director Deaver and seconded by Director Painter with President Peterson abstaining. Roll call vote: Ayes: Balentine, Painter, Deaver and Evans.
Abstention: Peterson.

RESOLVED: That Board approve check

numbers 053598 through 053643 in the amount of \$138,870.63 and Electronic Fund Transfer payments in the amount of \$62,579.33 for a total of \$201,449.96.

3B) Financial Reports

Interim CFO Brouse reported on the Financial Treasurer's report for August 31, 2015. CFO noted that cash declined slightly in part due to decreased cash sales last month. The beginning balance for all funds was \$7,145,007.44 and ending total for the funds was \$7,127,245.60. The August 2015 Fuel Inventory Report reflected a total inventory value of \$214,112.00. Gallons sold for the month was 33,450 and gallons sold year to date was 50,620. Under the Revenue and Expense Summary chart highlighted Revenue – Fuel Sales (\$133,622) Rents and Leases (\$370,062) and other Revenue (\$60,961) for total revenue of \$564,645. Chart highlighted Expenses – Personnel (\$170,345) Fuel (\$94,326) and Operating (\$199,242) for total expenses of \$463,913. The Year to Date Summary for Revenue: Fuel (\$204,617) Rents and Leases (\$741,164) and other Revenue (\$146,819) for total revenue of \$1,092,600. Year to Date Summary for Expenses: Personnel (\$338,950) Fuel (\$114,223) and Operating (\$471,402) for total expenses of \$924,575. Percentages of Revenue for the month were Rents and Leases at 65%, Fuel Sales at 24% and other Revenue at 11%. Percentages of Expenses for the month were Operating at 43%, Personnel at 37% and Fuel at 20%. FY 15-16 Revenue was Rents and Leases at 68%, Fuel Sales at 19% and other Revenue at 13%. FY 15-16 Expenses were Operating at 51%, Personnel at 37% and Fuel at 12%. The Customers Over 90 Days Past Due report indicated an aged AR balance of \$399,594.71 as of September 10, 2015. Motion was made by Director Painter and seconded by Director Balentine. Roll call vote: Ayes: Balentine, Painter, Deaver, Evans and Peterson.

RESOLVED: That the Financial Reports for August, 2015 be accepted as presented.

3C) BHK Fee Estimate Proposal for Audit FY 14-15

Mr. Geoffrey King and Mark Gehring of BHK submitted proposal to audit FY 14-15.

The fee for auditing District's financial statements for year ending June 30, 2015 is estimated to be within a range of \$22,000 - \$25,000. If an audit is required for any Federal grants that will require an A-133 audit those charges would add additional fees in a range of \$2,500 - \$5,000. Standard rates currently in effect are as follows: Partner (\$260), Manager (\$210), Senior/Supervisor (\$90-130), Staff Accountant (\$65-80) and Administrative Staff (\$50). Motion was made by Director Painter and seconded by Director Balentine. Roll call vote: Ayes: Balentine, Painter, Deaver, Evans and Peterson.

RESOLVED: That Board approve proposal
from BHK (Barbich Hooper King Dill Hoffman)
Accountancy Corporation to conduct Audit for FY 14-15.

3D) BHK audits for years ended June 30, 2014, 2013, 2012 and 2011

CFO Brouse introduced Mr. Geoffrey King who was the audit partner from BHK on this engagement and Manager Mark Gehring from BHK who was the focal person for the audit. Mr. King discussed the audits and gave a background on the process used to perform the audits. He stated the audits provide four years of audit opinions for FY 2011, FY 2012, FY 2013 and FY 2014. He noted that account reconciliations had not been performed in a timely manner by previous CFO and indicated basic accounting controls were not in place and management and staff has taken steps to resolve those issues. President Peterson thanked Mr. King and stated that the audits have been posted on the District's website.

3E) Water Valve Proposals

CEO Witt noted that in FY 15-16 \$280,000.00 was budgeted for capital water projects and a series of valves have been identified for replacement this year. Two bids were submitted as follows: W.M. Lyles in the amount of \$30,175.40 and Griffith Company in the amount of \$67,876.00. He stated that there are four valves north of Hangar 79 that will be replaced as part of this proposal. CEO requested Board approval to issue contract to W.M. Lyles and expend funds to complete project. Motion was made by Director Balentine and seconded by Director Painter. Roll call vote: Ayes: Balentine, Painter

Deaver, Evans and Peterson.

RESOLVED: That Board approve proposal with W.M. Lyles for the replacement of valves north of Hangar 79 at an amount not to exceed \$35,000.00.

3F) Richard Rutan Assignment of Lease to Voyager Aircraft (T-Hgr 969)

District staff has reviewed the proposed lease assignment and determined that the project is exempt under CEQA title 14CCR Section 15301 and Chief Executive Officer is authorized to file a notice of exemption, as necessary. Motion was made by Director Balentine and seconded by Director Deaver. Roll call vote: Ayes: Balentine, Painter, Deaver, Evans and Peterson.

RESOLVED: That Board approve Consent to Assignment of Lease from Richard Rutan to Voyager Aircraft for premises (T-Hgr 969) as submitted and the President and Secretary authorized to execute the same on behalf of the District.

3G) Richard Rutan Assignment of Lease to Voyager Aircraft (T-Hgr 939)

District staff has reviewed the proposed lease assignment and determined that the project is exempt under CEQA title 14CCR Section 15301 and Chief Executive Officer is authorized to file a notice of exemption, as necessary. Motion was made by Director Balentine and seconded by Director Deaver. Roll call vote: Ayes: Balentine, Painter, Deaver, Evans and Peterson.

RESOLVED: That Board approve Consent to Assignment of Lease from Richard Rutan to Voyager Aircraft for premises (T-Hgr 939) as submitted and the President and Secretary authorized to execute the same on behalf of the District.

3H) Shaw, Moses, Mendenhall & Associates Insurance Renewal

CEO discussed District's commercial liability insurance policy for buildings and business personal property. Staff received bid from current insurance carrier, Travelers Insurance in the amount of \$84,795 and a bid from AIG in the amount of \$72,544. CEO Witt noted that the deductible for Travelers was \$25,000 per occurrence for windstorm and hail and the deductible for AIG was \$5,000 per occurrence for same and noted the importance of the differential in amounts pertaining to the deductible adding to the price of insurance. Motion was made by Director Balentine and seconded by Director Deaver. Roll call vote: Ayes: Balentine, Painter, Deaver, Evans and Peterson.

RESOLVED: That Board approve insurance coverage for Commercial Property through AIG in the amount of \$72,544.00 for policy number LX-001205945-1 for the annual term of 10/01/15 – 10/01/16.

Reports/Announcements

Cathy Hansen reported on the scheduled upcoming Plane Crazy events as follows:

September 19th: Retired U.S. Air Force B-47 Pilot, Daniel Yost will present his experiences flying the B-47 StratoJet from 1957 to 1965 at Schilling AFB in Salina, Kansas; two years as co-pilot and six years as Aircraft Commander. Mr. Yost is also a 1956 graduate of the USAF flight School and Vietnam Veteran. During his Air Force career he flew C-7 Caribou, T-39 Sabreliners, T-29 (Convair 240's) and C-47s.

October 17th: Bradford Neal, Chief Engineer, NASA Armstrong Flight Research Center will give presentation of the history of the B-52 Mother Ship, Balls Eight '008' that is on display at the North Gate at Edwards AFB.

November 14th: Plane Crazy Saturday Two 10:00 a.m. – 2:00 p.m. at California City Airport – Kay Sundaram of AOPA will give a presentation on establishing a Light Sport Aviation Flying Club at Norm Hill Aviation. Hot Air Balloons and J-3 Cubs will be highlighted.

November 21st: Roy Martin, former Chief Test Pilot at Northrop Grumman will give presentation on flight test work to reduce noise caused by sonic booms.

4B) Board Committees

President Peterson reported that the audit and finance committee has completed its mission and is now dissolved until further notice.

4C) CEO/GM Report

CEO reported that since September 2, 2015 staff has been working to address concerns regarding a new high voltage transmission line project being constructed by Los Angeles Department and Power (LADWP). CEO stated that there are no records that indicate the District was notified of the project by LADWP or FAA Obstruction Clearance staff (OEG). Staff is now in direct communication with the FAA including the Western Region Administrator to find a resolution to the concerns relating to this project and its impact on the operations of MASP.

4D) Board of Directors

Director Deaver who is the President of the Edwards Community Alliance/East Kern Educational Resource Network commented that on October 13, 2015 a "Salute to Youth" event will be held at the Antelope Valley Fairgrounds. The event brings together employers from across the Antelope Valley and offers an opportunity for them to meet with some of the best and brightest students in the Antelope Valley in regards to choosing a career. The event is sponsored by the Antelope Valley Union High School District.

Public Comments

Mr. Dean Soest addressed the Board and raised his concerns relating to the F-100 and stated that the Kern County District Attorney has dropped all charges against him as of last Wednesday. He requested that the F-100 aircraft and all parts be returned to him so that it can be placed at the site located at the Veterans Home in Lancaster, California. Mr. Soest presented a letter from Dan Sabovich, former General Manager of Mojave Airport, that Mr. Soest stated shows the aircraft was donated back to the Air Force. District Counsel advised the Board not to engage in any discussion on this matter due to a lawsuit filed against the District by Mr. Soest this afternoon. Michelle Egberts with AV-East Kern Second Chance addressed the Board regarding AB 218 as it relates to job application forms. District Counsel commented that the form Ms. Egberts was referring to is outdated and is no longer used by the District. District Counsel stated that there

have not been any job openings for a couple of years and that the form will be reviewed and updated at the time new job openings occur. President Peterson stated that the Board will take under advisement Ms. Egberts request to update the District's job application form.

CLOSED SESSION

Board adjourned to Closed Session per Government Code Section 54956.9 to discuss existing litigation (My Printing Company) and Government Code Section 54957 (Personnel Appointment: CEO).

CLOSED SESSION REPORT

In closed session Counsel updated the Board on the status of My Printing Company and the Board discussed appointment of a CEO. No other items were discussed.

Approval of CEO Contract

After discussion, upon motion by Director Evans, seconded by Director Deaver, the Board voted unanimously to approve a contract with Karina Drees to succeed Stuart Witt as CEO.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 3:50 p.m.

RESOLVED: That the regular meeting of September 15, 2015 be and the same is hereby adjourned.

President

ATTEST:

Secretary

(SEAL)

Date: Wednesday, September 30, 2015
 Time: 01:59PM
 User: LICALICA

Mojave Air & Space Port

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 Report: 03630.rpt
 Company: EKAD

Check Register - Standard Periods: 03-16 Through 04-16 As of: 9/30/2015

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: EKAD											
053644	CK	10/6/2015	1200		04-16	034475	VO	2342713412-2793	9/7/2015	0.00	125.99
			0109	AT&T							
053644	CK	10/6/2015	0109	AT&T	04-16	034476	VO	2342812383-1139	9/7/2015	0.00	125.99
053644	CK	10/6/2015	0109	AT&T	04-16	034515	VO	82452188433/SEP	9/20/2015	0.00	85.57
053644	CK	10/6/2015	0109	AT&T	04-16	034516	VO	82432772660/SEP	9/20/2015	0.00	88.66
053644	CK	10/6/2015	0109	AT&T	04-16	034517	VO	82429143388/SEP	9/20/2015	0.00	434.93
053644	CK	10/6/2015	0109	AT&T	04-16	034518	VO	82426811250/SEP	9/20/2015	0.00	87.42
053644	CK	10/6/2015	0109	AT&T	04-16	034519	VO	82425977755/SEP	9/20/2015	0.00	87.42
053644	CK	10/6/2015	0109	AT&T	04-16	034520	VO	82423366431/SEP	9/20/2015	0.00	176.61
053644	CK	10/6/2015	0109	AT&T	04-16	034521	VO	82417429146/SEP	9/20/2015	0.00	179.44
										Check Total	1,392.03

Telecommunications

053645	CK	10/6/2015	0158	Ameripride Uniform Services	04-16	034450	VO	2100466946	9/11/2015	0.00	173.17
053645	CK	10/6/2015	0158	Ameripride Uniform Services	04-16	034451	VO	2100466942	9/11/2015	0.00	57.45
053645	CK	10/6/2015	0158	Ameripride Uniform Services	04-16	034473	VO	2100468559	9/18/2015	0.00	57.45
053645	CK	10/6/2015	0158	Ameripride Uniform Services	04-16	034474	VO	2100468565	9/18/2015	0.00	207.67
053645	CK	10/6/2015	0158	Ameripride Uniform Services	04-16	034513	VO	2100470082	9/25/2015	0.00	173.17
053645	CK	10/6/2015	0158	Ameripride Uniform Services	04-16	034514	VO	2100470077	9/25/2015	0.00	57.45
										Check Total	726.36

Uniform Svc.

053646	CK	10/6/2015	0173	Allied Security Holdings LLC	04-16	034448	VO	6215832	9/3/2015	0.00	5,306.40
053646	CK	10/6/2015	0173	Allied Security Holdings LLC	04-16	034449	VO	6215833	9/3/2015	0.00	167.92
053646	CK	10/6/2015	0173	Allied Security Holdings LLC	04-16	034511	VO	6221969	9/10/2015	0.00	5,838.66

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 User: LCALICA

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Company: EKAD

Check Register - Standard
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Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
053646	CK	10/6/2015	0173	Allied Security Holdings LLC	04-16	04-16	034512	VO	6227713	9/17/2015	0.00	5,499.24
053646	CK	10/6/2015	0173	Allied Security Holdings LLC	04-16	04-16	034544	VO	6231723	9/24/2015	0.00	4,902.19
<u>Security Svc.</u>												
053647	CK	10/6/2015	0187	AFLAC	04-16	04-16	034472	VO	962330/09-15	9/25/2015	0.00	862.62
<u>Employee Paid Benefits</u>												
053648	CK	10/6/2015	0242	Balentine~Jim	04-16	04-16	034549	VO	CSDA CONFERENCE	9/21/2015	0.00	1,500.12
<u>Reimbursement / CSDA Conference</u>												
053649	CK	10/6/2015	0284	Brouse, Michael L.	04-16	04-16	034477	VO	SEPT 8-10,2015	9/12/2015	0.00	1,575.00
053649	CK	10/6/2015	0284	Brouse, Michael L.	04-16	04-16	034522	VO	SEPT 21,22,2015	9/19/2015	0.00	1,550.00
053649	CK	10/6/2015	0284	Brouse, Michael L.	04-16	04-16	034545	VO	SEPT 22,2015	9/26/2015	0.00	1,125.00
<u>Accounting Consultant</u>												
053650	CK	10/6/2015	0350	Clark's Pest Control	04-16	04-16	034479	VO	0200910258/SEPT	9/15/2015	0.00	41.00
053650	CK	10/6/2015	0350	Clark's Pest Control	04-16	04-16	034480	VO	0200922714/SEPT	9/15/2015	0.00	41.00
053650	CK	10/6/2015	0350	Clark's Pest Control	04-16	04-16	034481	VO	0200972309/SEPT	9/15/2015	0.00	42.00
053650	CK	10/6/2015	0350	Clark's Pest Control	04-16	04-16	034482	VO	0201058810/SEPT	9/15/2015	0.00	60.00
<u>Pest Control Svc.</u>												
Check Total												21,714.41
Check Total												862.62
Check Total												1,500.12
Check Total												1,575.00
Check Total												1,550.00
Check Total												1,125.00
Check Total												4,250.00
Check Total												41.00
Check Total												41.00
Check Total												42.00
Check Total												60.00
Check Total												184.00

Date: Wednesday, September 30, 2015
 Time: 01:59PM
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Mojave Air & Space Port

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Check Register - Standard Periods: 03-16 Through 04-16 As of: 9/30/2015

Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
053651	CK	10/6/2015	0356	Complete Aviation Fuel Systems	04-16		034454	VO	1473	9/14/2015	0.00	94.62
053651	CK	10/6/2015	0356	Complete Aviation Fuel Systems	04-16		034483	VO	1474	9/3/2015	0.00	2,373.19
Equipment & Filters												
Check Total												
053652	CK	10/6/2015	0395	Campbell, Patrick	04-16		034478	VO	VEHICLE PICK UP	9/17/2015	0.00	125.28
053652	CK	10/6/2015	0395	Campbell, Patrick	04-16		034503	VO	7602535889	9/10/2015	0.00	12.91
Reimbursement / MASP expense												
Check Total												
053653	CK	10/6/2015	0419	Discount Two-Way Radio Corp.	04-16		034455	VO	S1162531	9/10/2015	0.00	345.30
Security Equipment												
053654	CK	10/6/2015	0605	Farmer Brothers Company	04-16		034498	VO	62578388 SO	9/29/2015	0.00	67.60
Coffee Svc.												
053655	CK	10/6/2015	0615	Federal Express	04-16		034456	VO	5-156-58263	9/11/2015	0.00	20.55
053655	CK	10/6/2015	0615	Federal Express	04-16		034484	VO	5-164-00848	9/18/2015	0.00	67.24
Admin Shipping Expense												
Check Total												
053656	CK	10/6/2015	0751	The Gibbons Family LLC	04-16		034464	VO	AUG 2015/INVEST	9/22/2015	0.00	4,516.35
Investor Payment / August												
053657	CK	10/6/2015	0839	Highway Glass	04-16		034486	VO	108584	9/11/2015	0.00	120.00
Equipment repair												

Date: Wednesday, September 30, 2015
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Mojave Air & Space Port

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Check Register - Standard Periods: 03-16 Through 04-16 As of: 9/30/2015

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
053658	CK	10/6/2015	0842 J. Hitchcock Riverwest Fam Ptr	04-16	034465	VO	AUG 2015/INVEST	9/22/2015	0.00	3,010.90
<u>Investor Payment / August</u>										
053659	CK	10/6/2015	0897 HD Supply Waterworks	04-16	034485	VO	E446190	9/9/2015	0.00	571.03
<u>Maintenance Supplies / Water breaks</u>										
053660	CK	10/6/2015	0963 Industrial Chem Lab & Services	04-16	034487	VO	181133	9/8/2015	0.00	3,833.71
<u>Maintenance Supplies / Airport Weed Control</u>										
053661	CK	10/6/2015	1106 Robert W. Karpe, Trustee	04-16	034466	VO	AUG 2015/INVEST	9/22/2015	0.00	7,527.24
<u>Investor Payment / August</u>										
053662	CK	10/6/2015	1122 Kelley-Randall	04-16	034488	VO	10720	9/8/2015	0.00	1,610.88
053662	CK	10/6/2015	1122 Kelley-Randall	04-16	034489	VO	10746	9/18/2015	0.00	183.84
053662	CK	10/6/2015	1122 Kelley-Randall	04-16	034490	VO	10749	9/21/2015	0.00	80.32
053662	CK	10/6/2015	1122 Kelley-Randall	04-16	034523	VO	10767	9/29/2015	0.00	331.05
053662	CK	10/6/2015	1122 Kelley-Randall	04-16	034546	VO	10768	9/29/2015	0.00	47.50
Check Total										2,253.59
053663	CK	10/6/2015	1154 Kieffe & Sons Ford	04-16	034491	VO	19308	9/8/2015	0.00	627.71
053663	CK	10/6/2015	1154 Kieffe & Sons Ford	04-16	034492	VO	19386-A	9/15/2015	0.00	492.47
053663	CK	10/6/2015	1154 Kieffe & Sons Ford	04-16	034493	VO	19556	9/17/2015	0.00	14.50
Check Total										1,134.68

Auto Repairs & Svc.

Date: Wednesday, September 30, 2015
 Time: 01:59PM
 User: LCALICA

Mojave Air & Space Port

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 Company: EKAD

Check Register - Standard Periods: 03-16 Through 04-16 As of: 9/30/2015

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
053664	CK	10/6/2015	1200	L & L Construction	04-16	04-16	034457	VO	WE 9/13/15	9/13/2015	0.00	1,132.76
053664	CK	10/6/2015	1200	L & L Construction	04-16	04-16	034525	VO	0217/FITNS CNTR	9/24/2015	0.00	768.00
053664	CK	10/6/2015	1200	L & L Construction	04-16	04-16	034526	VO	0216 /FTNS CNTR	9/24/2015	0.00	1,699.95
053664	CK	10/6/2015	1200	L & L Construction	04-16	04-16	034527	VO	0215/FITNS CTR	9/22/2015	0.00	1,800.00
Check Total												
5,400.71												

Construction Contractor / Airport & Fitness Center

053665 CK 10/6/2015 1254 Lincoln Nat'l Life Ins. Co.

Insurance

053666 CK 10/6/2015 1322 Made To Order

Gift Shop

053667	CK	10/6/2015	1406	Napa Auto Parts	04-16	04-16	034494	VO	830797	9/21/2015	0.00	56.43
053667	CK	10/6/2015	1406	Napa Auto Parts	04-16	04-16	034495	VO	831068	9/25/2015	0.00	37.22
053667	CK	10/6/2015	1406	Napa Auto Parts	04-16	04-16	034529	VO	830889	9/22/2015	0.00	12.34
053667	CK	10/6/2015	1406	Napa Auto Parts	04-16	04-16	034530	VO	830701	9/1/2015	0.00	62.03
053667	CK	10/6/2015	1406	Napa Auto Parts	04-16	04-16	034531	AD	830890	9/22/2015	0.00	-48.06
Check Total												
119.96												

Equipment Parts

053668 CK 10/6/2015 1429 Northern Digital, Inc.

Pump House Repair

053668 CK 10/6/2015 034467 VO 053488 8/30/2015 0.00 **866.00**

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Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
053669	CK	10/6/2015	1501	Office Depot	04-16		034532	VO	568510076136	9/16/2015	0.00	98.88
<u>Office Supplies</u>												
053670	CK	10/6/2015	1614	Paper Connection & Graphics / Kern Print Svc.	04-16		034524	VO	33422	9/21/2015	0.00	247.33
<u>Printing Expense</u>												
053671	CK	10/6/2015	1626	Petro Lock, Inc.	04-16		034533	VO	970021	9/21/2015	0.00	1,330.50
<u>Fuel Additives</u>												
053672	CK	10/6/2015	1641	CNH Capital	04-16		034453	VO	PC07625	9/9/2015	0.00	330.43
<u>Equipment Parts</u>												
053673	CK	10/6/2015	1666	Pitney Bowes Global Financial	04-16		034499	VO	6945828/SCDL003	9/13/2015	0.00	40.68
<u>Postage Meter Expense</u>												
053674	CK	10/6/2015	1670	Praxair	04-16		034534	VO	E22-53755988	9/20/2015	0.00	236.23
<u>Industrial Acetylene / Tank Rental</u>												
053675	CK	10/6/2015	1800	Ramos / Strong, Inc.	04-16		034458	VO	0286533	9/8/2015	0.00	1,525.75
053675	CK	10/6/2015	1800	Ramos / Strong, Inc.	04-16		034496	VO	0286850	9/17/2015	0.00	795.75
												Check Total
												2,321.50

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Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
053676	CK	10/6/2015	1880	David Russell	04-16	04-16	034541	VO	AUG 2015/GENRL	8/31/2015	0.00	4,560.00
053676	CK	10/6/2015	1880	David Russell	04-16	04-16	034542	VO	FAA 029/RW8-26	8/31/2015	0.00	2,910.00
<u>Engineering Svc.</u>												
053677	CK	10/6/2015	1925	Sparkletts	04-16	04-16	034501	VO	13703338 091015	9/10/2015	0.00	470.77
<u>Drinking Water Svc.</u>												
053678	CK	10/6/2015	19258	SBS Group	04-16	04-16	034500	VO	492412	9/16/2015	0.00	262.50
<u>Accounting Software Reair</u>												
053679	CK	10/6/2015	1952	So. Calif. Edison	04-16	04-16	034537	VO	2340063106/SEPT	9/24/2015	0.00	3,054.86
<u>Utility</u>												
053680	CK	10/6/2015	1978	Security Benefit	04-16	04-16	034459	VO	PPE 9/6/15	9/11/2015	0.00	2,466.91
<u>Employee Paid Benefit</u>												
053681	CK	10/6/2015	1979	Silent Thunder Models	04-16	04-16	034536	VO	STM092315MS	9/23/2015	0.00	747.50
<u>Marketing</u>												
053682	CK	10/6/2015	1984	Security Signal Devices, Inc (SSD SYSTEMS)	04-16	04-16	034535	VO	396040-S	9/17/2015	0.00	139.10
<u>Fire Alarm Inspection / Bldg. 137</u>												
053683	CK	10/6/2015	2136	UNUM Life Ins. Co.	04-16	04-16	034460	VO	05580360012/OCT	9/9/2015	0.00	1,621.34
<u>Insurance</u>												
											Check Total	7,470.00

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Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
053684	CK	10/6/2015	2214	Antelope Valley Press	04-16	04-16	034452	VO	0224 / 293129	9/14/2015	0.00	213.93
<u>Annual Renewal</u>												
053685	CK	10/6/2015	2230	Verizon Wireless	04-16	04-16	034538	VO	9752182713	9/12/2015	0.00	408.65
053685	CK	10/6/2015	2230	Verizon Wireless	04-16	04-16	034539	VO	9752182712	9/12/2015	0.00	367.21
<u>Telecommunications</u>												
053686	CK	10/6/2015	2245	Voyager Restaurant	04-16	04-16	034471	VO	AUG 2015	8/31/2015	0.00	169.37
<u>MASP Expense / FAA, NASA, Economics Study, Google</u>												
053687	CK	10/6/2015	2336	Stuart O. Witt	04-16	04-16	034547	VO	CFS & SEPT	9/28/2015	0.00	397.24
<u>Reimbursement / WA DC -CSF, SETP</u>												
053688	CK	10/6/2015	2450	Xerox Corporation	04-16	04-16	034502	VO	138273750	9/15/2015	0.00	140.08
<u>Printer Expense</u>												
053689	CK	10/6/2015	3012	Fauble-Richard	04-16	04-16	034548	VO	7940/092915	9/29/2015	0.00	284.00
<u>Reimbursement / Employee Benefit</u>												
053690	CK	10/6/2015	3650	Javier Ruiz	04-16	04-16	034462	VO	003237632060575	7/6/2015	0.00	150.00
053690	CK	10/6/2015	3650	Javier Ruiz	04-16	04-16	034463	VO	003447679316778	7/31/2015	0.00	344.00
053690	CK	10/6/2015	3650	Javier Ruiz	04-16	04-16	034469	VO	003468099002673	8/31/2015	0.00	150.00
<u>Reimbursement / Employee Benefit</u>												
											Check Total	644.00

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Periods: 03-16 Through 04-16 As of: 9/30/2015

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
053691	CK	10/6/2015	3864	Rawlings-Carrie	04-16	04-16	034504	VO	019127	9/15/2015	0.00	79.80
<u>Reimbursement / Employee Benefit</u>												
053692	CK	10/6/2015	4003	Jacobsen, DDS-Gary B.	04-16	04-16	034550	VO	081815/lb	8/18/2015	0.00	1,500.00
<u>Employee Benefit</u>												
053693	CK	10/6/2015	4008	Jones, DDS-Michael B.	04-16	04-16	034505	VO	58428/091515	9/15/2015	0.00	249.00
<u>Employee Benefit</u>												
053694	CK	10/6/2015	4028	Antelope Valley Optometric	04-16	04-16	034506	VO	27046/091715	9/17/2015	0.00	508.00
053694	CK	10/6/2015	4028	Antelope Valley Optometric	04-16	04-16	034507	VO	27046/091715-2	9/17/2015	0.00	298.00
<u>Employee Benefit</u>												
											Check Total	806.00
											Acct Sub Total:	90,416.98

Check Count: 51

Check Type	Count	Amount Paid
Regular	51	90,416.98
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:	51	90,416.98

Company Disc Total: 0.00 Company Total: 90,416.98

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Company: EKAD

Periods: 03-16 Through 04-16 As of: 9/30/2015

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period	Ref	Doc	Invoice	Invoice	Discount	Amount
					To Post	Closed	Type	Nbr	Date	Taken	Paid
AV Fuel		9/26/15	16,913.10								
AV Fuel		10/9/15	16,441.14								
AV Fuel		10/9/15	698.75								
AV Fuel		10/9/15	37.63								
AV Fuel		10/14/15	16,386.46								
Calpers		10/20/15	31,081.70								
State BOE		9/30/15	3,283.00								
EFT Total			84,841.78								
Total for Board Approval											175,258.76

EFT's

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Kevin Wojtkiewicz, COO
SUBJECT: Allied Barton (Security) Raises
MEETING DATE: October 6, 2015

Background:

MASP requests a not to exceed (NTE) amount of \$7,000 for Allied Barton raises. This amount is a \$3.00 per/hr increase spread between 10 people in FY 15/16. MASP staff has a great relationship/partnership with Allied Barton and believe a raise is well deserved and warranted.

Impacts:

Fiscal: NTE \$7,000 in FY 15/16.

Environmental: N/A

Legal: N/A

Recommended Action:

- Approve raises for Allied Barton NTE \$7,000 FY 15/16.

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Kevin Wojtkiewicz, COO
SUBJECT: Fitness Center Equipment Lease Agreement and Bill of Sale
MEETING DATE: October 6, 2015

Background:

MASP signed a lease agreement with Monster Fitness (Mach 1 Fitness) to operate a gym in the Stuart O. Witt event center. MASP will be leasing the associated gym equipment by signing the equipment lease agreement from Key Equipment Finance. Monster Fitness will ultimately pay the lease payments for the equipment as outlined in the Bill of Sale agreement between MASP and Monster. The amount to be financed is \$134,719.34 and both of these agreements must be executed at the same time.

Impacts:

Fiscal: None

Environmental: N/A

Legal: N/A

Recommended Action:

- Approve the Key Equipment Finance lease agreement and authorize MASP CEO to finalize and sign the equipment lease agreement.
- Approve the Bill of Sale and authorize MASP CEO to finalize and sign the Bill of Sale.

**Key Equipment
Finance**


KEY EQUIPMENT FINANCE, a Division of KeyBank National Association
Attn: Norma Pfaff
1000 S McCaslin Blvd
Superior, Colorado 80027
Phone: (720) 304-1721
Email to KEF_ExpressHC@key.com or Fax to (888) 423-9565

MOJAVE AIR & SPACE PORT
1434 Flightline
Mojave, California 93501

Re: Agreement No. 1800104620

KEY EQUIPMENT FINANCE, a Division of KeyBank National Association is pleased that MOJAVE AIR & SPACE PORT has chosen us to provide you with this equipment financing and we look forward to an ongoing relationship with you. Our Business Processing Unit will be responsible for ensuring that the documents are executed properly and that your vendor(s) are paid appropriately on your behalf.

- Advance Payments will be accepted via ACH ONLY. Please fax or email a copy of your Voided Check with the signed ACH Authorization form. DO NOT send the original check to us. Keep it for your records.
- If you are tax exempt, please provide your tax-exempt certificate when you return your documents for verification. Please list the Vendor / Seller on the Certificate as "KEY EQUIPMENT FINANCE, a Division of KeyBank National Association"
- Please retain a copy of all transaction documents for your records.
- Please provide your Federal Tax ID number here: _____

(Social Security Number if you are a sole proprietor)

- One of our representatives may be contacting you to conduct a Telephone Audit to review the terms of your contract and to confirm the equipment that we are financing for you. We will also answer any questions you may have. If you will not be available, list the name of any individual that you wish to authorize on your behalf to complete this Audit.
Name _____ Title _____ Phone # : (_____) _____
- Please review, sign and date the enclosed documents, the items listed above, and this form to us by fax or email to: Email to KEF_ExpressHC@key.com or Fax to (888) 423-9565, within 48 hours (we cannot guaranty rates/payments will not change if received later). The Credit Expiration Date for this transaction is December 13, 2015.

Please note: Scan / Fax all documents using high resolution to ensure readability

KEY EQUIPMENT FINANCE, a Division of KeyBank National Association complies with Section 326 of the Patriot Act, which requires KEY EQUIPMENT FINANCE, a Division of KeyBank National Association to obtain, verify, and record information that identifies each applicant for financing. KEY EQUIPMENT FINANCE, a Division of KeyBank National Association complies with the FACT Act, and other similar laws, which allow each applicant to opt out of information sharing for marketing purposes. KEY EQUIPMENT FINANCE, a Division of KeyBank National Association also complies with the Equal Credit Opportunity Act ("ECOA"), which prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, receipt of public assistance, or exercise of legal rights, including the good faith exercise of any right under the Consumer Credit Protection Act. The federal agency that administers compliance by KEY EQUIPMENT FINANCE, a Division of KeyBank National Association with the ECOA is the Federal Reserve Bank of New York, 33 Liberty Street, NY, NY 10045. Each applicant may request (within 60 days of denial) a written statement from KEY EQUIPMENT FINANCE, a Division of KeyBank National Association of the reasons for any credit denial and such statement will be provided within 30 days of the request. Please send requests to: KEY EQUIPMENT FINANCE, a Division of KeyBank National Association Office of Credit Disclosure, 1000 S McCaslin Blvd., Superior, Colorado 80027.

RETURN ALL COMPLETED DOCUMENTS WITHIN 48 HOURS

Lease Agreement

Lease Agreement No. 1800104620 ("Lease")

Effective Date: September 23, 2015

Equipment Location (If different from Business Address)	Supplier(s) Name	Supplier(s) Phone Number
1247 Poole St Bldg 137 Mojave, CA 93501	Precor Inc	(425)486-9292
Lease Set-Up Fee	Non-refundable Advanced Rent(s)	Lease Term
\$200.00	\$0.00	See Attached Payment Schedule
▶ The initial payment of \$0.00 must accompany this Lease		

PREPAYMENT RESTRICTION. Lessee may not prepay, in whole or in part, the Rent outstanding hereunder.

If any payment amount(s) shown above include(s) support, maintenance or disposable fees or charges, Lessee acknowledges that Lessor collects such fees and charges for the service provider only as an accommodation to Lessee. Lessor is not responsible for any Equipment service obligations.

Equipment Model & Description ("Equipment")	Serial/VIN Number
Precor Cardio and Strength Equipment	MISC

Dollar Purchase Plan: At the expiration of the initial Term, and so long as no Default shall have occurred and be continuing, Lessee shall pay to Lessor an amount equal to \$1.00. Upon payment in full by Lessee of all sums payable to Lessor under this Lease, Lessor shall release its security interest in the Equipment on an "ALL OR NONE" "AS-IS/WHAT-IS/WHERE-IS" BASIS, WITHOUT LESSOR REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS OF PURPOSE. Lessee is the owner of the Equipment at all times and Equipment tax responsibilities and benefits under this Lease shall belong solely to Lessee. Lessee will list itself as owner in all tax filings and reports, will report and pay all taxes, including personal property taxes, to appropriate taxing authorities and, upon request, will provide Lessor with copies of filings, reports and proof of payment. The foregoing provisions shall control where any inconsistency exists between those provisions and any other terms of this Lease.

THIS LEASE IS A NON-CANCELABLE, FINAL AND BINDING CONTRACT WHICH CANNOT BE MODIFIED EXCEPT BY A WRITTEN AGREEMENT DULY SIGNED BY BOTH PARTIES.

Lessee: MOJAVE AIR & SPACE PORT 1434 Flightline Mojave, California 93501 X Name: _____ Title: _____ Fed ID No.: 952763299 Organization Type: Fed Govt Agency State of Organization: California	Lessor: KEY EQUIPMENT FINANCE, a Division of KeyBank National Association and its assigns 1000 S McCaslin Blvd Superior, Colorado 80027 By: _____ Name: _____ Title: _____ Phone: (720) 304-1721 Email to KEF_ExpressHC@key.com or Fax to (888) 423-9565
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THE LEASE. In consideration of the funding of this Lease, Lessee hereby leases the Equipment from Lessor. Prior to such funding, Lessee will notify Lessor if any Equipment is (a) not made available to Lessee by the Equipment vendor, dealer, distributor or manufacturer (collectively "Supplier"), or (b) fails to be accepted by Lessee. Lessor is authorized to correct errors and omissions herein, including names and Equipment descriptions. **THIS LEASE MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT OF LEASE.** Lessee and Supplier transaction documents (e.g., orders and invoices) do not apply to the Lease or to Lessor. Lessee will execute upon request further documents to effect the purposes of this Lease.

1. PAYMENTS. TIME IS OF THE ESSENCE. LESSEE'S OBLIGATIONS TO MAKE PAYMENTS AND PERFORM ITS OBLIGATIONS UNDER THIS LEASE ARE ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY RIGHT OF SET OFF, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT LESSEE MAY HAVE AGAINST THE SUPPLIER, LESSOR, LESSOR'S AFFILIATES OR ANY OTHER PARTY. If the payments shown above include insurance, maintenance or disposables fees, Lessee agrees that Lessor collects such fees and charges for the Supplier only as an accommodation to Lessee. Except in its role as a Supplier prior to a Lessor Assignment (defined in Section 5), Lessor is not responsible for any Equipment repair or service obligations and Lessee agrees to look solely to the Supplier for such obligations. Lessee agrees to make payments in advance and to pay upon invoice: (a) per diem interim rent (at 1/30th of monthly rent per day) from the Equipment delivery date until the first Lease payment date, and (b) a one-time set-up fee as set forth above. Prior to funding, **PAYMENTS MAY BE ADJUSTED BY UP TO 15%** if fundings will vary from application estimates. The Lease is a net lease in which Lessee pays separately all related expenses, including without limitation taxes, licenses, insurance, shipping, installation and maintenance. In the event Lessee fails to pay amounts or perform obligations hereunder, Lessor may, at its option, pay such amounts and perform such obligations, and upon demand, Lessee shall promptly reimburse Lessor for the payments and costs incurred with interest as provided below. At Lessor's discretion, payments will be applied to the oldest outstanding charge due. Advance payments and security deposits shall not accrue interest and may be commingled with other funds. Advance payments are due when paid. If Lessee obligations are fully and indefeasibly performed, security deposits will be returned at Lease end, less amounts applied against Lessee defaults.

2. COLLECTION CHARGES AND ATTORNEY'S FEES. If any part of any sum is not paid when due, Lessee will pay Lessor liquidated damages (to compensate for collecting and processing expenses) mutually stipulated to be: (a) the greater of 5% of each

delayed sum or \$29; plus (b) a returned-check charge of the greater of \$50 or Lessor's actual bank charges, plus (c) costs of collection, including contingency fees and reasonable lawyer fees, in all proceedings, including arbitration, mediation, bankruptcy and post-judgment actions and appeals plus (d) other amounts allowed by law. Lessor does not intend to charge any amount in excess of the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law and any such excess amounts will be applied to payments due under the Lease, in inverse order of maturity, with any surplus refunded to Lessee.

3. OWNERSHIP. As allowed by law, and except for licenses and intellectual property, Lessor is the sole owner of the Equipment and related tax benefits (except as otherwise provided above), has the right to inspect Equipment and to affix and display notice of ownership. Lessee agrees that licenses and intellectual property are not provided by Lessor and are not included in purchase options. Equipment shall remain personal property whether or not affixed to realty and must be removable without damage. Unless removed before Lease termination, all Equipment additions, attachments, and accessories added by Lessee become Lessor's property. Lessee authorizes Lessor to file financing statements and/or fixture filings without Lessee's signature. If a signature is required, Lessee appoints Lessor as Lessee's attorney-in-fact. Without contravening any claim of title or true lease, Lessee hereby grants Lessor a security interest in the Lease, Equipment, and associated licenses to secure all obligations to Lessor, and its Affiliates, under the Lease and otherwise.

4. OPERATION AND TERMINATION. Lessee is responsible for the installation, operation, maintenance and repair of Equipment; shall keep it in good condition and running order, and shall use and operate it in compliance with applicable laws and licenses. Lessee shall keep and use Equipment only at a business address identified and provided to Lessor. At Lease end, if Lessee has not purchased the Equipment, Lessee must contact Lessor, who will designate the return location, and Lessee shall properly package, insure and ship, at Lessee's expense, all Equipment to the designated location in the same condition as when received, excepting only reasonable wear and tear. Lessee is responsible for all damaged and missing Equipment, all accrued or estimated taxes, and must obtain Supplier's certification of Equipment's continued eligibility for maintenance. If Equipment is not purchased or returned at Lease end, the Lease renews automatically from month to month, and Lessee will make monthly payments at the last effective rate for each holdover month.

5. ASSIGNMENTS. LESSEE AGREES NOT TO RELEASE, TRANSFER, SUBLEASE, OR ENCUMBER EQUIPMENT OR LEASE RIGHTS WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.

Even with such consent, Lessee shall remain jointly and severally liable. In all cases, the provisions of the Lease bind Lessee's heirs, trustees, administrators, successors and assigns. LESSOR MAY ASSIGN ITS RIGHTS AND INTERESTS UNDER THE LEASE WITHOUT NOTICE (each a "Lessor Assignment"), but Lessor will remain responsible for all Lessor's obligations. Lessor's assigns (each, an "Assignee") will have the Lessor's rights and remedies, but will not be subject to the Lessee's claims against the Lessor. Lessee acknowledges and agrees that (a) in some cases the Lessor might initially be the same entity as the Supplier; (b) in such cases, after a Lessor Assignment the term "Lessor" means Lessor's Assignee and the term "Lessor" does not mean the Supplier; and (c) the provisions in Sections 1 and 15 reflect that the Lessor and Supplier are two different entities after a Lessor Assignment. Lessee waives and agrees not to assert against any Assignee any claims Lessee has against Lessor either (i) in its role as Lessor prior to a Lessor Assignment or (ii) in its role as Supplier.

6. **RISK OF LOSS AND INSURANCE.** Commencing when Equipment is delivered to Lessee and continuing until Equipment is returned to Lessor, Lessee bears all risk of loss or damage to Equipment. Lessee will immediately notify Lessor of any loss, will repair or replace Equipment at Lessee's expense, and will continue to make all payments on a timely basis. Lessee will maintain special form insurance against loss, theft, or damage, in an amount not less than the Equipment's new replacement value, together with comprehensive public liability insurance in the amounts and form specified by Lessor. Lessee will name Lessor as a loss payee on property insurance in a lender's loss payable endorsement and as an additional insured on public liability insurance. No policy can be canceled, or invalidated with respect to Lessor's interests, without 30 days prior written notice to Lessor. Lessee appoints Lessor its attorney in fact to make claims, receive payments, sign documents and endorse checks in connection with the insurance. Lessee will deliver written evidence of insurance satisfactory to Lessor within 30 days of request, or Lessor will have the right, but not the obligation, to obtain insurance in such forms and amounts as Lessor deems reasonable to protect Lessor's interests, and Lessee agrees that such insurance: (a) will not name Lessee as an insured; (b) may not fully protect Lessee's interests; and (c) will obligate Lessee to pay to Lessor insurance charges that include: (i) a premium, which may be higher than a premium to Lessee's carrier, plus (ii) billing and processing fees, and account management charges, plus (iii) a finance charge of up to 1.5% per month on premium advances, plus (iv) profits for both Lessor and its agents. Lessor will discontinue such insurance charges when Lessee provides satisfactory evidence of insurance. Lessee and Lessor agree to submit all disputes regarding insurance and insurance charges to final and binding arbitration pursuant to the rules of the American Arbitration Association. All arbitration rulings will be enforceable in appropriate courts of law.

7. **TAXES AND ASSESSMENTS.** Lessee will keep Equipment free of encumbrances and liens; pay all licensing, filing and registration fees; and pay all personal property taxes and all other taxes, assessments and penalties ("**Taxes**"), however designated, levied or assessed against the Lease, Lessee or Lessor, or the Equipment, its lease, sale, ownership, use or operation, excepting only Lessor's income and franchise taxes. In the event that Lessor files, reports, or pays any property taxes on behalf of Lessee, Lessor may impose, and Lessee agrees to pay, a 10% administration fee on such amount. Except as otherwise provided above, Lessor is entitled to all Lease and Equipment-related tax benefits. Should Lessor's tax benefits be disallowed, Lessee shall indemnify Lessor for such loss by paying the equivalent value of the lost tax benefits.

8. **DEFAULT.** Lessee shall be in default of the Lease ("**Default**") if Lessee or any guarantor: (a) fails to pay any amount within ten days after the same shall have become due; (b) moves, pledges, subleases, sells or relinquishes possession of Equipment without Lessor's written consent; (c) defaults under any other agreement with Lessor or any other individual or entity after expiration of all applicable cure or grace periods; (d) receives writ of process to seize or detain Equipment; or (e) is a prohibited party on any list of the U.S. Office of Foreign Assets Control.

9. **REMEDIES.** Upon the occurrence of a Default, Lessor has the right to be made whole by exercising any or all of the following: (a) without notice, accelerate all payments under the Lease and any other agreement with Lessor and its Affiliates; (b) collect payment of all Lease sums due plus the present value (see Section 10a below) of sums that will become due, including the lease-end fair market value of Equipment (subject to Section 10b below) not returned to Lessor, and Lessor's lost or recaptured tax benefits, and the value of any Lessee renewal and purchase obligations; (c) retake possession of Equipment, peacefully without court order or bond, and Lessee shall be liable for all reasonable costs and expenses incurred in the repossession, storage, repair, and disposition of Equipment; and/or (d) exercise any other remedy at law or equity. In any legal proceeding, Lessee's directors, officers, employees and agents shall be deemed authorized, managing agents of Lessee for purposes of applicable laws and court rules, and any evidence from or deposition of them shall be admissible as evidence. A photocopy or facsimile of this Lease will be legally admissible into evidence under the best evidence rule. A signed copy of this Lease and/or any related document sent by facsimile or with an electronic signature shall be admissible into evidence as the original document, and all such signatures shall be as binding as manual signatures.

10. **MITIGATION OF DAMAGES, AND MISCELLANEOUS.** Lessee agrees that: (a) each accelerated sum shall be discounted to its present value using a 3% annual rate; (b) upon disposal of repossessed Equipment, Lessee's obligation (see Section 9b above) will be credited with any excess actually recovered over the cost of retaking, refurbishing and disposing of the Equipment (in mitigation of damages and not as an

equity offset); (c) any action by Lessee against Lessor, or its Affiliates, must be commenced within one year after the cause of action accrues. Lessor's act or failure to act on any remedy constitutes neither an election to be limited thereto nor a waiver of any other remedy. Provisions of the Lease are severable and shall not be impaired if other provisions are held unenforceable or illegal.

11. **LESSEE WARRANTIES AND COVENANTS.** Lessee represents, warrants and covenants that (a) Lessee has read and understood the Lease; (b) Lessee has selected, received and accepted the Equipment and Supplier(s); (c) Lessee is advised of its right to contact Supplier(s) for a copy of Equipment-related supply contracts; (d) Lessee has disclosed to Lessor all Equipment-related side agreements; (e) Lessee has authorized Lessor to access and share with Lessor's Affiliates personal credit bureau reports and other account information; (f) the Lease is for commercial and business purposes and the Equipment will be used solely for such purposes and not for personal, family, or household purposes; (g) Lessee is duly organized and in good standing and has unrestricted power to execute the Lease; and (h) Lessee has duly authorized the signing of the Lease. "**Affiliate**" is any enterprise in which Lessor or a parent company holds a controlling interest.

12. **FINANCIAL AND OTHER DATA.** During the term of this Lease, Lessee agrees to provide Lessor with all financial statements and copies of federal or state tax returns as Lessor may reasonably request. Lessee agrees that all such information may be shared by Lessor with both its potential and actual assignees.

13. **NOTICE.** Legal notices hereunder shall be given in writing by: (a) hand delivery, (b) overnight courier, (c) certified mail, or (d) facsimile, directed to the address specified in the Lease or in writing from time to time by either party to the other.

14. **INDEMNITY.** Lessee shall indemnify, defend and hold Lessor harmless on an after-tax basis from any and all damages, claims, expenses (including legal costs and reasonable attorney fees), liabilities, taxes and penalties, arising directly or indirectly from the actual or alleged sale, use, possession, maintenance, condition, operation, location, or transportation of Equipment. Should Lessee seek to revoke Equipment acceptance after funding, Lessee shall reimburse Lessor for all payments to the Supplier. This Section shall survive the Lease's expiration or termination.

15. **LESSEE WAIVER OF DAMAGES, REMEDIES AND WARRANTIES.** (a) Lessor is a passive funding source only (except in its role as Supplier prior to a Lessor Assignment) and leases Equipment to Lessee "AS IS/WHERE IS/WHAT IS." LESSOR (EXCEPT IN ITS ROLE AS SUPPLIER PRIOR TO ANY LESSOR ASSIGNMENT) GIVES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS OF PURPOSE. (b) If Equipment is unsatisfactory, LESSEE WAIVES ANY CLAIM ON ACCOUNT THEREOF AS TO LESSOR (EXCEPT IN ITS ROLE AS SUPPLIER PRIOR TO ANY LESSOR ASSIGNMENT). Lessor grants Lessee the non-exclusive right to enforce, at Lessee's expense, any Supplier warranties. Lessor has no duty to enforce such warranties. (c) LESSOR SHALL NOT BE LIABLE TO LESSEE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES. (d) Where permitted by law, Lessee waives Lessee's rights to: (i) cancel or repudiate the Lease; (ii) revoke acceptance of or reject Equipment after funding; (iii) claim a competing security interest; (iv) accept partial delivery; (v) sell or dispose of Equipment; (vi) exercise the "cover" remedy; or (vii) claim an agency relationship between Lessor and Supplier. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING TAX OR ACCOUNTING TREATMENT OF THE EQUIPMENT OR LEASE.

16. **CONSENT TO NEW YORK LAW, JURISDICTION, VENUE, AND NON-JURY TRIAL.** Lessor and Lessee agree that: (a) THIS AGREEMENT IS BEING DELIVERED IN, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). ANY ACTION BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING NON-CONTRACTUAL CLAIMS, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF NEW YORK; PROVIDED, THAT AT LESSOR'S SOLE OPTION, LESSOR MAY BRING AN ACTION IN THE STATE WHERE LESSEE OR THE EQUIPMENT IS LOCATED. LESSEE IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND WAIVES ANY ARGUMENT THAT VENUE IN ANY SUCH FORUM IS NOT CONVENIENT and (b) no convention of the United Nations, including the Convention on Contracts for the International Sale of Goods, shall apply to the Lease. LESSOR AND LESSEE BOTH EXPRESSLY WAIVE ALL RIGHT AND CLAIM TO A TRIAL BY JURY.

17. **ADDITIONAL NOTICE.**

(a) RESERVED

(b) RESERVED

Payment Schedule

Effective Date: **September 23, 2015**

This Payment Schedule ("Payment Schedule") is attached to and made part of the lease, loan or financing agreement no. 1800104620 (the "Agreement"). This Payment Schedule replaces the total number of payments, and amount of each payment, where the words "SEE ATTACHED PAYMENT SCHEDULE" appear within the aforementioned Agreement.

Number of Payments	Amount <i>plus applicable taxes</i>
3	\$0.00
33	\$4,545.48

Lessee: **MOJAVE AIR & SPACE PORT**

By ► _____

Name: _____

Title: _____

Equipment Waiver and Disclaimer

Effective Date: September 23, 2015

THIS EQUIPMENT WAIVER AND DISCLAIMER is made and entered into for the benefit of KEY EQUIPMENT FINANCE, a Division of KeyBank National Association ("Lessor"), by the undersigned, _____ ("Interest Holder"), with an address for delivery of notices at _____.

RECITALS:

A. Interest Holder holds the following interest in the premises (the "Premises") described on Exhibit "A" attached hereto (check all that apply):

Owner/Landlord Beneficiary (Deed of Trust) Trustee (Deed of Trust) Mortgage

B. The Premises are occupied in whole or in part by Mojave Air & Space Port ("Lessee").

C. Interest Holder acknowledges that Lessee has financed, or that Lessee expects to finance, with Lessor the Equipment set forth on the attached document labeled Exhibit "B" including all parts, accessories, additions, substitutions or replacements therefore, which may from time to time be located at the Premises (the "Equipment").

D. In order to induce Lessor to enter into the Equipment financing transaction with Lessee, Interest Holder desires to give Lessor certain assurances regarding the Equipment, Lessor's agreement with Lessee regarding the Equipment (the 'Equipment Agreement') and the interest of Lessor therein.

NOW, THEREFORE, for and in consideration of the foregoing, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Interest Holder hereby agrees as follows:

1. Interest Holder hereby waives all claims or right, present or future, in the Equipment and the Equipment Agreement, including, without limitation, all claims or rights to levy upon or attach, by foreclosure, exercise of lien rights or otherwise, the Equipment for the failure of Lessee to pay rent or any other amounts due and owing under, or to observe or perform any of the terms, conditions and covenants of any lease of the Premises, or any mortgage, deed of trust, installment sales contract or other security instrument or financing agreement (in each case, including any lease, a "Premises Agreement") with respect to the Premises; it being expressly acknowledged that the Interest Holder has no right, title or interest in and to the Equipment or the Equipment Agreement (notwithstanding any provision of any Premises Agreement).

2. Interest Holder hereby covenants and agrees that (a) the Equipment shall be and remain personal property notwithstanding the manner or mode of its annexation or attachment to or installation on the Premises, its adaptability to the uses and purposes for which the Premises are used and the intentions of the party making the annexation, and shall not become a fixture, (b) the Equipment may be kept, installed, maintained, used and operated on the Premises, and (c) Lessor's interest in the Equipment and the Equipment Agreement shall be superior to any and all interests which Interest Holder may now have, or hereafter acquire, in the Equipment or the Equipment Agreement, by operation of law or otherwise.

3. Interest Holder hereby covenants and agrees that in the event of a default by Lessee under the provisions of any Premises Agreement, Interest Holder shall, concurrently with any notice delivered to Lessee, forward a copy of said notice to Lessor at the following address:

1000 S McCaslin Blvd
Superior, Colorado 80027
Email to KEF_ExpressHC@key.com or Fax to (888) 423-9565

4. In the event of a default by Lessee in the payment of any rent or other amounts due under, or the observance or performance of any of the terms, conditions and covenants of, any Premises Agreement or the Equipment Agreement, Lessor, its successors and assigns, may remove the Equipment (or any part thereof) from the Premises in accordance with its rights under the Equipment Agreement or applicable law, and Interest Holder hereby (a) agrees that Interest Holder will make no claim whatsoever to the Equipment or the Equipment Agreement, (b) consents to Lessor's entry upon the Premises for the purpose of taking possession of the Equipment and exercising remedies under the Equipment Agreement in accordance with its rights under the Equipment Agreement or applicable law, (c) agrees not to hinder such exercise of remedies, and (d) agrees that Lessor shall not be liable for the condition of the Premises after removal of the Equipment so long as reasonable care is used in effecting such removal.

5. Lessor may, without affecting the validity of this Equipment Waiver and Disclaimer, extend the time for the payment of any rental, or the observance or performance by Lessee of any of the terms, conditions, and covenants of the Equipment Agreement, without the consent of Interest Holder and without giving notice thereof to Interest Holder.

6. This Equipment Waiver and Disclaimer shall become effective when acknowledged by Lessor in the manner provided below, and be binding upon, and inure to the benefit of, the successors and assigns of Lessor and Interest Holder. If more than one party executes this Equipment Waiver and Disclaimer, the term Interest Holder shall mean all such parties; and each of them, jointly and severally.

Exhibit "A"

THE PREMISES

1247 Poole St Bldg 137
Mojave, California 93501

Exhibit "B"

THE EQUIPMENT

QUANTITY	EQUIPMENT LOCATION	VENDOR	ASSET DESCRIPTION
1	1247 Poole St Bldg 137 Mojave, CA 93501	Precor Inc	Precor Cardio and Strength Equipment

Certificate of Acceptance

Effective Date: **September 23, 2015**

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT:

1. all of the equipment ("Equipment") described in the Agreement identified below, together with all related products, licenses, and services, were received by the undersigned in good condition, are correctly and completely installed or provided, are operating properly, are suitable for the undersigned's intended use, are satisfactory to the undersigned in all respects and are unconditionally and irrevocably accepted by the undersigned for all purposes;
2. no event which would constitute an event of default under the Agreement has occurred, and all representations and warranties made by the undersigned in the Agreement are true and correct; and
3. it has selected the Equipment and the Equipment's supplier, has been informed in writing of any promises and warranties provided by the Equipment's supplier in connection with or as part of the purchase of the Equipment, and/or understands that the undersigned may request an accurate and complete written statement of those promises and warranties directly from the Equipment's supplier.

THE UNDERSIGNED UNDERSTANDS, COVENANTS AND AGREES THAT:

- A. the Agreement referred to herein is Agreement No. **1800104620**;
- B. the supplier of the Equipment is completely distinct from and independent of the Lessor and is not a party to the Agreement;
- C. the Lessor will rely and act upon this acceptance of the Equipment; and
- D. the Lessor is hereby authorized to pay the supplier(s) for the Equipment and to commence billing and collecting amounts due from the undersigned under the Agreement or any other financing agreement now or hereafter in place between the undersigned and the Lessor for the Equipment.

THE UNDERSIGNED UNCONDITIONALLY AND IRREVOCABLY ACCEPTS ALL OF THE EQUIPMENT FOR ALL PURPOSES AND WILL UNCONDITIONALLY COMMENCE PAYMENTS AND PERFORMANCE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT.

Date: _____

Lessee: **MOJAVE AIR & SPACE PORT**

By ► _____

Name: _____

Title: _____

After all Equipment has been delivered and accepted, please sign and then send this document to:

Norma Pfaff

Email to KEF_ExpressHC@key.com or Fax to (888) 423-9565

Phone: (720) 304-1721

KEY EQUIPMENT FINANCE, a Division of KeyBank National Association

1000 S McCaslin Blvd

Superior, Colorado 80027

Electronic Funds Transfer Agreement Authorization to Pay via ACH

Effective Date: September 23, 2015

WHAT IS ELECTRONIC FUNDS TRANSFER?

≥ Electronic Funds Transfer ("EFT") is an electronic transfer of funds through a national automated clearinghouse directly from your checking account.

WHAT ARE THE BENEFITS OF EFT?

- ≥ Instead of receiving invoices in the mail and writing a check each month to make your payment, funds are directly withdrawn from your account, on the account due date. EFT means you won't pay late fees due to postal service issues.
- ≥ You may access our on-line Customer Service website to review or print a copy of your invoice (please call our Customer Service Department to sign-up for this on-line service).

How Do I SIGN UP?

Complete the EFT Agreement below and Email to KEF_ExpressHC@key.com or Fax to (888) 423-9565 Incomplete forms will not be processed.

EFT AGREEMENT FOR PRE-AUTHORIZED, RECURRING DEBITS

The company identified below ("Company") hereby authorizes and requests Key Equipment Finance ("KEF") identified below to withdraw payments on any amounts owing to KEF by initiating debit entries or adjustment entries to Company's account indicated below in bank identified below ("Bank"). Company authorizes and requests Bank to accept any debit entries or adjustment entries initiated by KEF to such account and to enter same to such account without responsibility for correctness thereof. Company understands that KEF may impose a fee in event of insufficient funds. It is understood that this agreement may be terminated by Company at any time by written notification to KEF. Any such notification to KEF shall be effective only with respect to entries initiated by KEF after receipt of such notification and a reasonable opportunity to act on it. It is understood that this agreement may be terminated by KEF at any time.

PLEASE COMPLETE ALL FIELDS

KEF: Key Equipment Finance , its affiliates and/or subsidiaries	Bank ABA / Routing Number: (9 digits)
Bank Name:	Bank Account Number:
Bank City And State:	[REDACTED]
Company Name:	Company Contact:
Company Address:	Company Email:
Company City, ST, Zip:	Federal Tax ID:
Company Fax Number:	Authorization Signature: ►
Company Phone Number / Phone Number where we can reach you:	Name / Title / Date:

To avoid delays in the processing of your payment, please affix below or send on a second page the copy of your VOIDED check.

Please **DO NOT** mail the check to us.

Request for Insurance

Effective Date: **September 23, 2015**

Date:

Agent/Broker:

Contact:

Telephone:

Fax No.:

We have entered into a financing arrangement with:

Customer: **MOJAVE AIR & SPACE PORT**

Contact:

Address: **1434 Flightline**

City/State/Zip: **Mojave, California 93501**

Telephone No: **(661)824-2433**

Fax No.: () -

Equipment Description	Serial No./VIN
Precor Cardio and Strength Equipment	MISC

Amount Financed: **\$134,719.34**

The contract requires the Customer to maintain, at all times, the following insurance coverage for the equipment described above:

*** Insurance against all risks of physical loss or damage to the equipment (including theft).

*** Commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury of not less than \$300,000.00.

MOJAVE AIR & SPACE PORT requests that Key Equipment Finance be listed as: KEYCORP AND ITS SUBSIDIARIES AND AFFILIATED COMPANIES, INCLUDING KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NATIONAL ASSOCIATION, THEIR SUCCESSORS AND ASSIGNS, and that it be named ADDITIONAL INSURED as to liability coverage and SOLE LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Equipment Finance as described below.

Please reference the Serial No. and/or VIN as well as the Amount Financed on the insurance binder certificate.

Key Equipment Finance is to receive **30 days'** prior written notice of cancellation or material change in coverage. **QUALIFYING LANGUAGE SUCH AS "ENDEAVOR TO PROVIDE"; "BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES" OR THE LIKE WILL NOT BE ACCEPTED AND WILL DELAY FUNDING.**

In order to facilitate this transaction, **PLEASE SUBMIT A CERTIFICATE OF INSURANCE TO:**

KEY EQUIPMENT FINANCE, a Division of KeyBank National Association
PO Box 3886
Bellevue, WA 98009

In addition, please email or fax this completed information to the following

KEY EQUIPMENT FINANCE, a Division of KeyBank National Association
Attention: Norma Pfaff

Email to **KEF_ExpressHC@key.com** or Fax to **(888) 423-9565** Phone: **(720) 304-1721**

PLEASE CONTACT THE BPU TEAM AT THE ABOVE LISTED PHONE NUMBER

- When sending.
- If this cannot be completed today.
- If you have any questions.

DISCLOSURE STATEMENT

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each customer who opens an account. Therefore, all new and existing customers are subject to the identity verification requirements.

When a customer opens an account with us, we will ask for the customer's name, address and identification number, and in the case of an individual, his or her date of birth. For business accounts, we may also obtain this information for individuals associated with the business. We may also request to see a driver's license or other identifying documents. In all cases, we are committed to protecting the privacy and identity of each of our customers.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised a right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050. Each applicant may request (within 60 days of denial) a written statement from this creditor of the reasons for any credit denial and such statement will be provided within 30 days of the request. Please send requests to: Office of Credit Disclosure, 1000 South McCaslin Blvd., Superior, Colorado 80027-9456.

BILL OF SALE FOR EQUIPMENT

This Bill of Sale ("Agreement") is made between [legal name of mach 1] ("Buyer") and Mojave Air and Space Port ("Seller"), as of August __, 2015.

WHEREAS, Seller has acquired certain equipment for use in a fitness gym, as more particularly described on Exhibit "A" attached hereto (the "Equipment"); and

WHEREAS, Buyer desires to purchase the Equipment from Seller;

NOW, THEREFORE, for good and valuable consideration, receipt of which is herby acknowledged:

1. SALE OF EQUIPMENT. Pursuant to the terms and conditions of this Agreement, Seller does herby sell, transfer, convey, assign, deliver, and vest in Buyer, its successors, and assigns forever, all right, title, and interest in and to the Equipment.

2. PURCHASE PRICE AND PAYMENT TERMS.

(a) Purchase Price: Buyer purchases the Equipment from Seller for the price of \$_____ to be paid in _____ equal monthly payments of \$_____ to be paid on the _____ day of each month, starting on the __ day of _____ 2015, until the Outstanding Balance and accrued interest is paid in full. All payments shall first be applied to outstanding late fees, then to accrued interest, and thereafter to the Outstanding Balance.

(b) Interest Charges: Interest shall accrue at the rate of _____ percent (___ %) per year on any unpaid balance.

(c) Late Payment Fees: If payment is not made within _____ days as stipulated in the payment terms the Buyer shall pay an additional late payment fee in the amount of \$_____.

[Applicable? – (d) Prepayment: The Buyer may prepay the Outstanding Balance in full or in part at any time without premium or penalty. All prepayments shall first be applied to outstanding late fees, then to accrued interest and thereafter to the Outstanding Balance.]

3. NO WARRANTY. Buyer has examined the Equipment listed on Exhibit A, and acknowledges that such Equipment is being sold "**AS IS, WHERE IS**" and "**WITH ALL FAULTS**". SELLER DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (INCLUDING WITHOUT LIMITATION, SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE EQUIPMENT.

The Buyer admits to having inspected the Equipment to its satisfaction, and that no guarantees or warranties of any nature were expressed or implied by the Seller or its agent regarding its condition or quality.

4. SECURITY INTEREST. A lien shall be recorded on the title of the Equipment, and the Seller shall retain a perfected security interest in the Equipment until all installment payments and all other amounts under this Agreement have been paid in full.

The Buyer shall effect at its cost the filing of a financing statement at the relevant public offices within 5 (five) days of signing this Agreement, and shall furnish proof of such filing to the Seller.

5. TRANSFER OF OWNERSHIP AND COSTS. The Seller shall issue to Buyer a lien release within 5 (five) days of receiving full and final payment of all monies due under this agreement, and Buyer shall file the lien release with the relevant public offices. The Buyer shall be liable for all costs relating to the registration of the Equipment into its name.

6. POSSESSION AND TRANSFER OF RISK. The risk passes to the Buyer once the Buyer or its agent takes possession of the Equipment. Loss of or damage to the Equipment will not release the Buyer from its obligations under the terms of this Agreement. The Buyer shall maintain and repair the Equipment at its sole cost in order to keep the Equipment in the condition at which it was sold.

The Buyer will keep the Equipment free from any other liens or security interests. The Buyer agrees not to sell, dispose of, or transfer the rights to the Equipment to another party without the prior written consent of the Seller until such time as all monies have been paid under this Agreement.

7. PLACE OF PAYMENT. Payments shall be made at the address of the Seller or at such place as may be designated from time to time in writing by the Seller or assignee of this Agreement.

8. COLLECTION FEES. In the event of default, this Agreement may be turned over for collection, and the Buyer agrees to pay all reasonable collection and enforcement charges, in addition to other amounts due.

9. TRANSFER. The Buyer may not assign its obligations under this agreement to a third party without prior written permission by the Seller. The Seller may assign this Agreement and security agreement to a third party without notice to the Buyer, and the Buyer agrees to remain bound to any subsequent holder of this Agreement under the terms of this Agreement.

10. DEFAULT. If the Buyer fails to make any payment when due for whatever reason, and the Seller provides notice of such failure to Buyer, the Buyer must effect payment of the amount due within three (3) days, failing which the Seller can demand immediate payment of the entire outstanding balance and accrued interest. If Buyer fails to make payment within three (3)

days of demand by the Seller, the Buyer shall deliver the Equipment to the Seller, failing which the Seller may enter any premises where the Equipment is being held with or without legal process and take possession of the Equipment. The Seller shall then have the right to sell the Equipment in any manner it may deem fit, and to apply the proceeds to the repayment of monies due under the agreement.

The Buyer agrees that proceeds from the sale of the Equipment shall first be applied to repayment of monies due under the agreement, and that any surplus money shall be transferred to the Buyer. The Buyer agrees that it shall remain liable for any shortfall if the proceeds from the sale of the Equipment are not sufficient to repay all monies due under the Agreement.

11. BUYER'S WAIVER. The Buyer waives demand and presentment for payment, notice of non-payment, off-set, protest, and notice of protest, and agrees to remain fully bound until all monies are paid in full. The Buyer waives all defenses based on suretyship or impairment of collateral.

12. SELLER'S INDULGENCE. No relaxation, indulgence, waiver, release, or concession of any terms of this Agreement by the Seller on one occasion shall be binding, unless in writing and if granted shall not be applicable to any other or future occasion.

13. BINDING EFFECT. This Agreement shall be binding upon and accrue to the benefit of the parties, their successors, legal representatives, and assigns.

14. JURISDICTION. This Agreement shall be interpreted pursuant to California law, without regard to its conflict of laws principles. This Agreement is made and to be performed in the County of Kern, California.

15. INDEMNIFICATION. Buyer agree to indemnify, defend, and hold Seller harmless against all liabilities, losses, claims, damages, injuries, costs, expenses, and fees, including attorney fees, which Seller may incur after the date hereof relating in any manner whatsoever to the Equipment, to the broadest extent permitted by law.

IN WITNESS WHEREOF, this Bill of Sale has been executed as of the day and year first written above.

SELLER:

Mojave Air and Space Port

By _____
Dr. Allen Peterson, President
1434 Flightline
Mojave, CA 93501

BUYER:

[Mach 1 legal name]

By _____
[name, title]
[address]
[address]

EXHIBIT A
LIST OF EQUIPMENT

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Karina Drees
SUBJECT: Sick Leave Policy
MEETING DATE: October 6, 2015

Background:

The District currently has no cap on the number of sick leave hours a full-time employee can accrue. In an effort to lower the District's liabilities, staff strongly recommends revising the policy to include a maximum of 200 sick leave hours.

Vacation time off has a maximum accrual at 320 hours. Compensatory time off has a maximum accrual of 45 hours.

Impacts:

Fiscal: The District's overall liability will be lowered. FY 15-16 budget year will have additional wages paid out due to employees reducing balances to the maximum.

Environmental: None

Legal: None

Recommended Action:

Approve the amended resolution to include a maximum number of sick leave hours.

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF MOJAVE AIR AND SPACE PORT
AMENDING RESOLUTION NO. 99-1-585 (ADMINISTRATIVE CODE) AS IT
RELATES TO SICK LEAVE**

Whereas, the District desires to amend its current sick leave policy;

Now, therefore, be it resolved by the board of directors of Mojave Air and Space Port as follows:

1. Amendment of Section 2-3.06.

Section 2-3.06 is amended to read as follows.

“Section 2-3.06 Sick Leave

(a) Persons employed full-time by the District for at least 30 days in a Twelve-Month Period are eligible for sick leave as follows: sick leave shall accrue at the rate of 3.69 hours of paid leave for each pay period **up to a maximum of ____**. Upon retirement, full-time employees with at least five (5) years but less than ten (10) years of service shall be paid for fifty percent (50%) of accumulated unused sick leave, and full-time employees with ten (10) or more years of service shall be paid for one hundred percent (100%) of accumulated unused sick leave, paid at the employee’s salary rate at the time of retirement.

(b) Persons employed part time, temporary, and per diem (collectively, “Part Time”) by the District for at least 30 days in a Twelve-Month Period are eligible for three days or twenty-four hours of sick leave as follows: paid sick leave shall accrue at the rate of one hour for every 30 hours worked. Part Time employees may carry over six days or forty-eight hours of sick leave, but may not use more than three days or twenty-four hours in a Twelve-Month Period regardless of the amount carried over. Unused sick leave will not be paid out at the termination of a Part Time employee’s employment with District.

(c) “Twelve-Month Period” means: (1) July 1 to June 30 for those persons employed by the District on July 1, 2015, or (2) the twelve-month period from their date of hire for those hired after July 1, 2015. If an employee’s employment with the District is terminated and that employee returns to work for the District within twelve months of the termination, that employee’s sick leave shall be restored as it was at termination.

(d) Sick leave may be taken 90 days after commencement of employment by the District (sick leave “probationary period”) or 30 days of actual work, whichever is later. Sick leave may be used for preventive care or care of an existing health condition of an employee or the employee’s spouse, domestic registered partner, child, parent, grandparent, grandchild, or sibling. Sick leave may also be used by employees who are the victim of domestic violence, sexual assault, stalking. Full-time employees may use sick leave for bereavement leave, but not to exceed five days in a Twelve-Month Period.

(e) Employees may use paid sick leave upon oral or written request. If the

need is foreseeable the employee must give the District reasonable advance notice, but where the need is unforeseeable an employee must give notice as soon as practicable.”

2. **Other.**

Except as provided herein, Resolution No. 99-1-585 is reaffirmed and readopted.

PASSED, APPROVED AND ADOPTED on October __, 2015.

Ayes:

Noes:

Abstain:

Absent:

Dr. Allen Peterson, President

Attest:

William Deaver, Secretary



STAFF MEMORANDUM

TO: Board of Directors
FROM: Lynn Johansen
SUBJECT: Grace Wang – Hangar 958 Consent to Sublease
MEETING DATE: October 6, 2015

Background:

Grace Wang, owner of T-Hangar 958 is requesting consent to Sublease her hangar to Erin Hambrick and Justin Stinemetze). Hangar 958 is a 15 year lease with Three (3) Five (5) year options.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Staff recommends approval of the Consent to Sublease.

CONSENT TO SUBLEASE

On October 6, 2015, the board of directors of Mojave Air and Space Port ("District") duly approved and consented to Grace Wang, ("Lessee"), entering into a sublease with Justin Stinemetze for T-Hangar 958. This approval and consent does not in any way change the terms of the lease between the District and Lessee or relieve Lessee of any of its obligations under the lease. Nor does this approval and consent constitute an approval and consent for any other sublease or assignment.

By _____
Dr. Allen L. Peterson, President

Attest

By _____
Bill Deaver, Secretary

The undersigned:

- Has reviewed the terms of the Consent to Sublease and agrees to be bound by the terms contained herein.
- Represents and warrants that he/she has the requisite authority to sign this Consent on behalf of Lessee.

Grace Wang

By Grace Wang
Grace Wang

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, located at the bottom of the page.



STAFF MEMORANDUM

TO: Board of Directors
FROM: Lynn Johansen
SUBJECT: Virgin Galactic – Test Site Amendment
MEETING DATE: October 6, 2015

Background:

Virgin Galactic is on a 3 year lease for Test Sites 10, 11, and 18. They are requesting an additional 1.93 Acres to be added to Test Site 10.

Impacts:

Fiscal: Increased Contracted Revenue
Environmental: None
Legal: None

Recommended Action:

Staff recommends approval of the lease amendment and the BOD authorize CEO to approve minor contract changes with legal approval and execute lease.

2nd AMENDMENT TO LEASE

THIS 2nd AMENDMENT TO LEASE (“2nd Amendment”) dated as of September 21, 2015, (“Effective Date”) is attached to and made a part of the written Lease Agreement dated April 15, 2014 and all subsequent series of amendments (collectively referred to as “Lease”) entered into by and between Mojave Air & Space Port (“Landlord”) and Virgin Galactic, LLC, a Delaware limited liability company (“Tenant”) dated April 15, 2014 for that certain property identified as Test sites 10, 11 and 18, as more specifically designated on Exhibit A, Mojave, California.

The promises, covenants, agreements and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Lease. To the extent that any terms or provisions of this Lease Amendment are inconsistent with any terms or provisions of the Lease, the terms and provisions of this Lease Amendment shall prevail and control for all purposes. All capitalized terms used in this Lease Amendment shall have the same meanings assigned to them in the Lease, if any, unless otherwise specified in the Lease Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant agree to amend the Lease as follows:

1. Amendment to Section 1.4, Premises.

Section 1.4 is amended as follows. The Parties agree that “Exhibit A-rev2” shall supersede and replace “Exhibit A” of the Lease, and all references in the Lease to “Exhibit A” shall be replaced with references to “Exhibit A-rev2.”

“1.4 Premises: Test sites 10, 11 and 18, as more specifically designated on Exhibit A-rev2, which is attached hereto and incorporated herein.”

2. Amendment to Section 1.5, Rentable Area.

Section 1.5 is amended as follows:

“1.5 Rentable area: Test site 10, 11, 18 approximately 293,888 sf. (6.7 acres) of land.”

3. Amendment to Section 1.7, Rental.

Section 1.7 is amended as follows:

“1.7 Rental: \$88,166.40 (\$0.025/sf) per year paid in 12 equal monthly installments of \$7,347.20 beginning on Effective Date and continuing through the Lease Term.”

**UNLESS OTHERWISE PROVIDED FOR IN THIS 2nd AMENDMENT TO
LEASE, ALL OTHER TERMS AND CONDITIONS
OF THE LEASE SHALL REMAIN THE SAME,
AND IN FULL FORCE AND EFFECT.**

IN WITNESS WHEREOF, the parties hereto have executed this 2nd AMENDMENT TO LEASE as of the day and year first written above.

TENANT:
VIRGIN GALACTIC, LLC

LANDLORD:
Mojave Air & Space Port

By: _____
George Whitesides, President & CEO

By _____
Stuart Witt, CEO

MOJAVE

AIR AND SPACE PORT

STAFF MEMORANDUM

TO: Board of Directors
FROM: Lynn Johansen
SUBJECT: Northrop – Bldg. 71
MEETING DATE: October 6, 2015

Background:

Northrop/Bldg. 71 is on a Month to Month lease. Northrop is requesting a Three (3) year lease with Four (4) Three (3) year options.

Impacts:

Fiscal: Contracted Revenue
Environmental: None
Legal: None

Recommended Action:

Staff recommends approval for the requested new terms.

1st AMENDMENT TO LEASE

THIS 1st AMENDMENT TO LEASE ("1st Amendment") dated as of November 1, 2015, is attached to and made a part of that certain written Lease Agreement ("Lease") entered into by and between Mojave Air & Space Port ("Landlord") and Northrop Grumman Systems Corporation ("Tenant") dated April 1, 2013 for that certain property known as Hangar 71, located at Mojave Airport, Mojave, California.

The promises, covenants, agreements and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Lease. To the extent that any terms or provisions of this Lease Amendment are inconsistent with any terms or provisions of the Lease, the terms and provisions of this Lease Amendment shall prevail and control for all purposes. All capitalized terms used in this Lease Amendment shall have the same meanings assigned to them in the Lease, if any, unless otherwise specified in the Lease Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant agree to amend the Lease as follows:

1. AMENDMENT TO SECTION 1.3, TERM.

Section 1.3, "Lease Term," is amended as follows:

"1.3.1. Basic Term: Three (3) years commencing November 1, 2015, and terminating October 31, 2018.

1.3.2 Renewal Term: Four (4) options to renew, each for a three (3) year period."

2. AMENDMENT TO SECTION 1.4, RENT.

Section 1.4, "Rent," is amended as follows:

"Tenant shall pay monthly Rent of \$8,993.83. The Rent shall be adjusted in accordance with Section 3.2 of the Master Lease. Tenant shall pay a charge for security patrol and monitoring in the amount of 5% of the amount of such monthly rent payment."

**UNLESS OTHERWISE PROVIDED FOR IN THIS 1st AMENDMENT TO
LEASE, ALL OTHER TERMS AND CONDITIONS
OF THE LEASE SHALL REMAIN THE SAME,
AND IN FULL FORCE AND EFFECT.**

IN WITNESS WHEREOF, the parties hereto have executed this 1st AMENDMENT TO LEASE as of the day and year first written above.

TENANT:
Northrop Grumman Systems Corporation

LANDLORD:
Mojave Air & Space Port

By: _____
A.J. Paz, Corporate Director of Real Estate

By _____
Dr. Allen Peterson, President

ATTEST

By _____
William Deaver, Secretary

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Kevin Wojtkiewicz, COO
SUBJECT: Resolution for Federal Excess Personal Property (FEPP)
MEETING DATE: October 6, 2015

Background:

Cal Fire has agreed to sponsor the Mojave Air and Space Port Fire Department (MASPFD) in the FEPP program. This program will give MASPFD access to fire equipment such as water tenders and crash vehicles. The equipment will be free of charge and on loan for the first five years. After 5 years the equipment belongs to MASP.

Impacts:

Fiscal: N/A

Environmental: N/A

Legal: N/A

Recommended Action:

- Adopt the Resolution #994104

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION****Business Services Office – Federal Property Unit**

Sacramento, CA 94244-2460

(916) 323-00870

Website: www.fire.ca.gov

September 16, 2015

Chief Richard Fable
Mojave Air & Space Port Fire Department
1434 Flightline Road
Mojave, CA 93501

Agreement #: **994104**

Dear Chief Fauble:

Enclosed is a new Cooperative Agreement for the loan of Federal Excess Personal Property (FEPP). Currently, you have no loaned federal property as noted on Attachment A.

Sign the Agreement on page three (3) and have your Board of Directors complete the attached Resolution, forward resolution and the signed agreement, with original signatures, to me at P.O. Box 944246, Sacramento, CA 94244-2460. I will obtain CAL Fire Unit Chief and Sacramento Headquarters Property Manager signatures. After the signature process, you will receive a completed copy of this agreement.

Amendments to this agreement covering acquisitions must be submitted to your sponsoring unit Forestry Logistics Officer (FLO), Doug Beutler @ (559) 732-5954X110, upon completion of the action taken. The Cooperative Agreement for FEPP will remain in effect for five (5) years, reviewed by the region biennially, and must be renewed if either chief of record changes.

Thank you for participating in this program. If you need clarification or additional information, please give me a call. This link will give you access to the Fire and Aviation Management desk guide <http://www.fs.fed.us/fire/partners/fepp/index.html>. I will also attach the generic screening process used by our Local Fire Department's so you can see what is actually available for loan to you. If you haven't submitted a want/wish list for property that your unit might need, please do so.

Sincerely,

VELMA BERMUDEZ
State FEPP Coordinator
(916) 323-0870
Velma.Bermudez@fire.ca.gov

cc: Doug Beutler
Tulare Unit

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE LOAN OF
FEDERAL EXCESS PERSONAL PROPERTY (FEPP)
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

This agreement is entered into by and between

THE STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

AND

MOJAVE AIR AND SPACE PORT FIRE DEPARTMENT

This agreement for the **LOAN** of Federal Excess Personal Property (FEPP) through the US Forest Service made and entered into this _____ day of _____, 20____, by and between the State of California acting by and through the Director of CAL Fire, hereinafter called the STATE, and the **Mojave Air and Space Port Fire Department** hereinafter called the Local Fire Department, covenants as follows:

- A. WHEREAS, the State has been approved as an agent of the US Forest Service for the purpose of administering the Cooperative Forestry Assistance Act of 1978 (PL 95-313) Rural Fire Protection Program, hereinafter referred to as CFAA, and
- B. WHEREAS, the control of timber, grass and wild land fires in, and adjacent to, suburban areas is essential to an effective forest fire control program, and
- C. WHEREAS, the Local Fire Department is actively engaged in the prevention and suppression of all fires in and adjacent to suburban areas, and
- D. WHEREAS, the CFAA provides for the loan of FEPP available for use by the Local Fire Department to carry out this function if additional property is available, and
- E. WHEREAS, it has been determined to be advantageous to the STATE in the proper discharge of its responsibilities, to make certain FEPP available to the Local Fire Department.

NOW, THEREFORE, it is mutually agreed that, effective as the date shown above:

1. The STATE will **LOAN** to the Local Fire Department FEPP described in **Attachment A** under the following terms and conditions:
 - A. FEPP primary use must be 90% for fire. The Forest Service FEPP program is not intended for Urban Safety and Rescue (USAR), medical or hazardous material responses on a daily basis.
 - B. All such FEPP loaned shall be for an indefinite period of time, unless cooperator is negligent of program regulations. The agreement may be terminated by either party after giving notice 180 days in advance of such termination to the other party.
 - C. Ownership shall remain with the US Forest Service and vehicle must be registered within thirty (30) days of taking possession, with DMV. Registered Owner shall be the Local Fire Department and Lien Holder to all vehicles and rolling stock shall be USDA Forest Service, PO Box 944246, Sacramento, CA 94244-2460.
 - D. The Local Fire Department shall complete a resolution of incorporation or non-incorporation, or a statement from their governing board approving participation, **and** proof of insurance in the form of an insurance policy or a self-insured statement on Board of Supervisors letterhead. Drivers shall take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s).

SCREENER INFORMTION

<http://gsaccess.gov/>

For generic screener access to view the many items available through the Federal Excess Personal Property (FEPP) program, log into the link above and use either one of the following user ID and passwords: **User ID: 124403 – PW: USDA** or **User ID: GOVUSE – PW: govuse**. It is best to stay within California so access for pick up is available. If you choose to view out-of state property, your unit will be responsible for the shipping costs for these items. If you come across something that you fell suits your unit's needs, write down the Item Control Number and send it to me for freezing. When this property has been allotted, I will forward you a Letter of Authorization which entitles you to go pick up the requested property. If you decide after further inspection of the property that it is not what the unit needs, below standard quality, or too costly to repair, you do not have to pick it up, you may refuse it on the spot. After pick up or refusal, you will notify me and I will complete the paperwork and send you the appropriate documents for your records. All rolling stock and items over \$5,000 are accountable and issued an AG #, items under \$5,000 are considered durable unless the useful life expectancy of the product will be used up within a year, then it's considered consumable. That's just information, I determine which category the property gets assigned to when I complete the paperwork. The paperwork retention period for federal property is current until disposal of property and then 6 years and 3 months after disposal.

INCORPORATED RESOLUTION
AUTHORIZING APPLICATION
FOR FEDERAL EXCESS PERSONAL PROPERTY
IN ACCORDANCE WITH

United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

10-6-15

Date

The Board of Directors of the Mojave Air and Space Port ^{(MASP) Department} Fire District has resolved:

WHEREAS, there is a need for Federal Excess Personal Property to help fight wildland, rural, structure or other fires in the County of Kern, and

WHEREAS, Richard Fauble is the Chief of the MASP ^{Department} Fire District,

THEREFORE, be it resolved that the Board of Directors of the MASP

^{Department} Fire District accepts the agreement between the State of California, Department of Forestry and

Fire Protection and the MASP ^{Department} Fire District, 10-6-15
Dated

for the loan of Federal Excess Personal Property, and, authorizes Fire Chief Richard Fauble

to sign the agreement for the Board of Directors.

Secretary

Board of Directors of the MASP ^{Department} Fire District