

MOJAVE AIR AND SPACE PORT AT RUTAN FIELD

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: December 6, 2022

Location: Board Room

1434 Flightline, Mojave, California

Time: 2:00 p.m.

Zoom Video Conference

<https://us02web.zoom.us/j/88979840593?pwd=UWxUcHRVkm1aDdnUHA1cWR0VFFMUT09>

Phone: 669 900 9128

Meeting ID: 889 7984 0593

Passcode: 277366

AGENDA

1. **Call to Order**

- A. Pledge of Allegiance
- B. Roll Call
- C. Approval of Agenda

2. **Community Announcements and Public Comments on Items not on the Agenda**

3. **Consent Agenda** (*Staff recommends approval of consent items by one motion.*)

- A. Minutes of the Regular Board Meeting of November 15, 2022
- B. Check Register dated November 30, 2022, \$323,311.14

4. **Action Items**

- A. AB361- Regarding Remote Meetings (Counsel)
- B. Masten – Astrobotic Lease Assignment – 2.9 Acres E. of Finnin (Counsel)
- C. Tisours, LLC – Hangar 161 – Sublet Agreement -Boom Technology (Counsel)
- D. Tisours – National Test Pilot School Assignment (Counsel)
- E. Director Coleman Presentation

5. **Reports**

- A. Director of Administration
- B. Director of Public Safety and Security
- C. Chief Executive Officer
- D. Board Committees

6. **Director Comments on Items Not on the Agenda**

7. Closed Session

- A. Real Property Negotiations (Govt Code 54956.8):**
Property: Hangar 78
Parties: MASP, Scaled Composites
Negotiators: CEO, legal counsel
Terms: term, rent
- B. Existing Litigation (Govt Code 54956.9): Masten Space Systems Bankruptcy**
- C. Potential Litigation (Govt Code 54956.9): Welton v. MASP**
- D. Personnel Evaluation: CEO**

8. Closed Session Report

Adjournment

This Agenda was posted on, December 2, 2022, by Jason Buck.

Due to the COVID-19 state of emergency, the Board of Directors will conduct this meeting via Zoom Video Conference. A physical location will not be available to the public. You may participate in the meeting by using the call-in number specified in this Notice of Meeting or access the web page above. If you wish to speak to an item on the agenda, please inform the Board Chair when he asks for public comment. The Board's normal rules for public comment apply: speakers are limited to 3 minutes per item. You may also email comments to Lynn@mojaveairport.com prior to the start of the meeting, and your comment(s) will be distributed to the directors at the meeting.

When joining the meeting via Zoom, you will need a microphone to participate in the discussion.

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

If you need special assistance to participate in the meeting, please contact [Lynn Johansen at Lynn@mojaveairport.com](mailto:Lynn@mojaveairport.com), and the District will attempt to accommodate your need.

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

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

Public Comments: Members of the public may comment on items on the agenda before the Board takes action on that item, or for closed session items, before the Board goes into closed session.

Comments on items not on the agenda, and over which the Board has jurisdiction, may be made under “Public Comments on Items not on the Agenda,” but the Board may not take action on any issues raised during this time. All comments by members of the public are limited to three minutes.

MISSION STATEMENT

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

BOARD OF DIRECTORS

MINUTES OF THE REGULAR MEETING ON NOVEMBER 15, 2022.

1. CALL TO ORDER

The meeting was called to order on Tuesday November 15, 2022, at 2:00 p.m. by Director Morgan.

A. Pledge of Allegiance: Director Morgan led those assembled in the Pledge of Allegiance.

B. Roll Call:

Directors present: Balentine, Coleman (via zoom), Morgan.

Directors absent: Barney

Staff: Acting CEO Reid, Nicole Altman, DO Fuels Smith, DOF VanWey, Contracts Manager Johansen, DOA Rawlings.

Others present via Zoom: Counsel Navé, Clint Schlegel, and two other unidentified participants.

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

2. Community Announcements/ Public Comments not on the Agenda

No comments were made.

3. Consent Agenda

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

A. Minutes of the Regular Board Meeting of November 1, 2022

B. Check register dated November 9, 2022, \$106,910.04

4. Action Items

A. Adoption of Resolution Regarding Remote Meetings

Counsel Navé briefed the directors on this resolution. After discussion, upon Motion by Director Morgan, seconded by Director Coleman, the board voted with 2 yes votes from Directors Morgan and Coleman and 1 no vote from Director Balentine. The Board approved the Resolution Regarding Remote Meetings RES# 22-11-848.

5. Reports

A. CEO/GM Report

Acting CEO Reid presented his report to the board.

B. Board Committee

No Current Board Committees.

6. Director Comments on Items not on the Agenda

No Director Comments Made.

7. Closed Session

- A. Real Property Negotiations (Govt Code 54956.8):
Property: Hangar 78
Parties: MASP, Scaled Composites
Negotiators: CEO, legal counsel
Terms: term, rent

- B. Existing Litigation (Govt Code 54956.9): Masten Space Systems Bankruptcy

- C. Potential Litigation (Govt Code 54956.9): Welton vs. MASP

8. Closed Session Report

In closed session, Counsel and the Board discussed Real Property Negotiations with Scaled Composites Hangar 78 the board gave direction to Staff and Counsel. Counsel updated the status of the existing litigation with the Masten Space Systems Bankruptcy, Potential Litigation Welton vs. MASP was tabled to a later Board Meeting. No other items were discussed.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 2:42 p.m.

Diane Barney, President

ATTEST

Jimmy R. Balentine, Secretary

Date: Wednesday, November 30,
 Time: 01:51PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 06-23 As of: 11/30/2022

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

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: MASP										
Acct / Sub:	101000		1200							
062989	CK	12/6/2022	0244 American Electrical Services	06-23	052330	VO	BM113-2096	11/17/2022	0.00	63,200.00
062990	CK	12/6/2022	0365 Consolidated Electrical Dist.	06-23	052232	VO	3978-1032013	11/14/2022	0.00	30,018.20
062991	CK	12/6/2022	1314 Mead & Hunt	06-23	052247	VO	340309/ CIP #30	11/16/2022	0.00	38,780.13
062992	CK	12/6/2022	1314 Mead & Hunt	06-23	052248	VO	340314/ENG	11/16/2022	0.00	2,922.00
062993	CK	12/6/2022	1314 Mead & Hunt	06-23	052287	VO	340379/1022	11/16/2022	0.00	4,098.94
062994	CK	12/6/2022	1417 NoFoam Systems	06-23	052329	VO	2209-2829	9/29/2022	0.00	41,439.22
062995	CK	12/6/2022	1436 Porter Concrete Construction	06-23	052202	VO	4820	11/2/2022	0.00	5,032.00
062995	CK	12/6/2022	1436 Porter Concrete Construction	06-23	052233	VO	4823	11/2/2022	0.00	10,750.00
062995	CK	12/6/2022	1436 Porter Concrete Construction	06-23	052234	VO	4821	11/2/2022	0.00	12,300.00
062996	CK	12/6/2022	1659 Jeffery Pontius	06-23	052302	VO	HGR 954	11/29/2022	0.00	70,000.00
062997	CK	12/6/2022	1865 RLH Fire Protection	06-23	052314	VO	0980552	11/18/2022	0.00	44,770.65
Check Total									0.00	28,082.00

Date: Wednesday, November 30,
 Time: 01:51PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 06-23 As of: 11/30/2022

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

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

Acct Sub Total: 323,311.14

Check Type	Count	Amount Paid
Regular	9	323,311.14
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	9	323,311.14

Company Disc Total	0.00	Company Total	323,311.14
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STAFF MEMORANDUM

TO: Board of Directors
FROM: Scott Nave
SUBJECT: AB 361 Remote Meeting Resolution

MEETING DATE: December 6, 2022

Background:

The Governor's executive order suspending certain requirements of the Brown Act regarding board meetings has expired, but the proclamation of a state of emergency is still in place. The Legislature has amended Govt Code 54953 to include provisions allowing remote meetings during a state of emergency under certain conditions. The attached resolution allows the Board to continue meeting remotely until the state of emergency is lifted and social distancing is no longer recommended or required. If the Board adopts the resolution, it will have to renew the resolution every 30 days.

Impacts:

Fiscal: None

Environmental: This action does not constitute a project and is not subject to CEQA

Legal: None

Recommended Action:

The Board has two options:

1. The Board may adopt the resolution and continue with remote meetings during the month of December through, January 4, 2022, or until the state of emergency is lifted; or
2. The Board may not adopt the resolution and resume holding meetings in compliance with the requirements of the Brown Act.

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF MOJAVE AIR AND SPACE PORT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE MONTH OF DECEMBER 2022

WHEREAS, Mojave Air and Space Port (the "District") is committed to encouraging and preserving public access and participation in meetings of the Board of Directors; and

WHEREAS, Government Code section 54953, as amended by AB 361, makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953, subject to the existence of certain conditions; and

WHEREAS, a required condition is that there is a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, Governor Newsom declared a State-wide state of emergency due to the Covid-19 pandemic on March 4, 2020, which declaration is still in effect, and state and local health officials continue to recommend social distancing; and

WHEREAS, the Board of Directors does hereby find that the resurgence of the Covid-19 pandemic, particularly through the Delta variant, has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify both the proclamation of state of emergency by the Governor of the State of California and the Kern County Health Department guidance regarding social distancing; and

WHEREAS, based on the above the Board of Directors of the District finds that in-person public meetings of the Board would further increase the risk of exposure to the Covid-19 virus to the residents of the District, staff, and Directors; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that it shall conduct Board meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, in compliance with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, all meetings of Board of Directors will be available to the public for participation and comments through virtual measures, which shall be fully explained on each posted agenda.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF MOJAVE AIR AND SPACE PORT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, as set forth in the recitals.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2021.

Section 4. Remote Teleconference Meetings. The General Manager, staff, and Board of Directors are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect December 6, 2022 and shall be effective until the earlier of (i) January 4, 2023, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of WBMWD may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

Section 6. Termination of this Resolution. This Resolution will automatically terminate on the day that both the Governor's Declaration of Emergency and any local agency guideline for social distancing are no longer in effect.

PASSED AND ADOPTED by the Board of Directors of Mojave Air and Space Port, this 6th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Diane Barney, President

Jimmy R. Balentine, Secretary



STAFF MEMORANDUM

TO: Board of Directors

FROM: Scott Nave, Counsel

SUBJECT: Masten Space Systems – Astrobotic Technology, Assignment of 7 Leases

MEETING DATE: December 6, 2022

Background:

Masten Space Systems filed bankruptcy on July 28, 2022. Astrobotic Technology purchased the assets including seven of the eight leases at MASP through the bankruptcy proceedings. Masten holds one long term lease, the 2.9 Acres E. of Finnin Street: 20 years with two (2) five-year options, effective date April 1, 2021.

Six (6) leases are month to month and will also be assigned to Astrobotic Technology. Bldg. 25 and Land, Acreage S. of Bldg. 25, Bldg. 173-A and Land, Bldg. 49 and Land, Acreage, Acreage for Commercial Coaches and NW Portion of Airport (Test Site 5). The lease for Bldg. 86 and Land, month-to-month will not be assigned.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Counsel recommends approval of the Assignment.

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (“Assignment”) is made as of November __, 2022 between Masten Space Systems, Inc. (“Assignor”), Astrobotic Technology, Inc. (“Assignee”), and Mojave Air and Space Port (“Landlord”).

Recitals

A. Mojave Air and Space Port, as landlord, and Assignor, as Tenant, executed the following leases, attached hereto as Exhibit A (the “Leases”):

1. Lease to Building 25 and Land, 1570 Sabovich St, Mojave, CA 93501;
2. Lease to Acreage South of Building 25 at the Mojave Air & Space Port;
3. Lease to Building 173-A, and Land, 620 Sabovich St., Mojave, CA 93501 at the Mojave Air and Space Port;
4. Lease to Building 49 and Land, 16846 Reno St., Mojave, CA 93501 at the Mojave Air & Space Port;
5. Lease to 2.9 acres east of Finnin Street, (Bldg. 55, 16919 Finnin St., Mojave, CA 93501 at the Mojave Air & Space Port;
6. Lease to Acreage for Commercial Coaches, Mojave, CA 93501 at the Mojave Air & Space Port
7. Lease to Acreage NW Portion of Airport (Test Site 5) at the Mojave Air & Space Port; and
8. Master Lease and Basic Lease between Landlord and Assignor.

B. On July 28, 2022, Assignor filed a chapter 11 bankruptcy case (the “Bankruptcy Case”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

C. On September 8, 2022, the Bankruptcy Court entered its *Order (A) Authorizing and Approving the Sale of Substantially All the Debtor’s Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (B) Establishing a Designation Period and Deadlines for the Assumption and Assignment or Novation of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* at Docket No. 142 (the “Sale Order”) in the Bankruptcy Case approving that certain asset purchase agreement between Assignor and Assignee dated August 12, 2022 (the “APA”) on the terms and conditions set forth therein.

D. On September 9, 2022, Assignee and Assignor closed on the APA and Assignee acquired substantially all of Assignor’s assets free and clear from all liens, claims, encumbrances, and interests pursuant to Section 363 of Title 11 of the U.S. Code (the “Bankruptcy Code”).

E. The APA and Section 365 of the Bankruptcy Code allow Assignee to direct the assumption by Assignor and assignment to Assignee of Assignor’s executory contracts at Assignee’s discretion.

F. On October 10, 2022, Assignee directed Assignor to assume and assign the Leases to Assignee (the “Assignment Date”).

G. On October 11, 2022, Assignor filed with the Bankruptcy Court a *Notice of Assumption and Assignment (or Novation) of Executory Contracts or Unexpired Leases* at Docket No. 188 notifying all parties in interest in the Bankruptcy Case that the Leases had been assumed and assigned to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee wish to memorialize the assignment of the Leases to Assignee and hereby agree as follows.

Terms

Section 1. Assignment

Assignee accepts all right, title, and interest in the Leases.

Section 2. Assumption of Lease Obligations

Assignee represents, warrants, and agrees that, subject to the Sale Order, it will perform and fulfill all the terms, covenants, conditions, and obligations required to be performed by Assignor under the Leases, including the making of all payments due or payable after the Assignment Date to Landlord under the Leases as such amounts become due and payable.

Section 3. Consent of Landlord

Landlord consents to this Assignment of the Lease to Assignee, subject to the following conditions:

(a) Subject to the terms of the Sale Order and the Bankruptcy Code, Landlord does not waive or relinquish any rights under the Leases against Assignor or Assignee.

Section 4. Successors and Assigns

This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

Section 5. Governing Law

This Assignment shall be governed by and construed in accordance with laws of the State of California, without regard to its conflicts of law provisions.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Assignor, Masten Space Systems, Inc.

Landlord, Mojave Air and Space Port

By _____
Edward T. Gavin,
Chief Restructuring Officer

By _____
Diane Barney, President

Assignee, Astrobotic Technology, Inc.

Attest

By _____
John Thornton, CEO

By _____
Jimmy R. Balentine, Secretary

EXHIBIT A

BUILDING NO. 25

As of June 1, 2006, **EAST KERN AIRPORT DISTRICT** herein "Lessor" and **MASTEN SPACE SYSTEMS**, herein "Lessee" agree as follows:

1. The Lessor hereby leases premises in the County of Kern, State of California, on Exhibit "A" attached, which is known as:

Approximately 6,346 square feet of Building No. 25 located at 1570 Sabovich Street on Mojave Airport.

2. The term of this lease is month to month commencing June 1, 2006.

3. The Lessee shall pay rent in the amount of \$1,332.66 in advance on the first day of each month beginning on the Commencement Date. This amount includes an amount for security. If the term commences on other than the first day of the month Lessee's first rent shall be prorated on a daily basis, based on a thirty day month.

If the rent is not paid by the 20th day of each month, then in addition to such sums as are due, District shall be paid interest at the rate of 1.5 percent per month on the unpaid balance or portion thereof, until paid in full. If rent is paid by check and is not honored by bank Lessee shall pay a handling charge in the maximum amount permitted by law.

4. The premises shall be used by Lessee for development and manufacturing and for no other purpose unless approved in writing by the General Manager.

5. In accordance with California law and only upon prior written consent of Landlord, Lessee may remove all fixtures, equipment and personal property placed or installed in or upon premises by the Lessee or under its authority. Lessee shall return the premises to Lessor in as good condition as when rented, ordinary wear and tear excepted. Lessee shall not make any alternations in or on the premises without first obtaining written consent of Lessor.

6. Lessor shall keep in good repair and maintain at the Lessor's expense, exterior walls and roof. Lessee shall keep in good repair and maintain at its own expense the interior walls, floors, ceilings, air conditioning, heating and ventilation, plumbing, lighting, plate windows, repainting, fire extinguishers, storage areas and parking areas.

7. Lessee shall pay for and be responsible for furnishing of electricity, telephone service, gas, water and waste system or service, if separately metered.

8. Lessee shall permit Lessor and Lessor's authorized agents free access to the premises for inspection and making necessary improvements or repairs.

Lease Agreement

THIS LEASE ("Lease") is entered into as of December 1, 2011 ("Effective Date") by East Kern Airport District, a California Airport District ("Landlord") and Masten Space Systems, Inc. ("Tenant").

ARTICLE 1. BASIC LEASE PROVISIONS

- 1.1 **Landlord:** East Kern Airport District
- 1.2 **Tenant:** Masten Space Systems, Inc.
- 1.3 **Rental Commencement Date:** December 1, 2011
- 1.4 **Premises:** Acreage South of Bldg. 25, as more specifically described on Exhibit A attached hereto.
- 1.5 **Rentable area:** Approximately 1,887 sq. ft. of land.
- 1.6 **Lease term:** Basic Term: 1 year, computed from the first day of the first calendar month on or after the Rental Commencement Date.

Renewal Term: Two renewal terms of one (1) year, exercisable pursuant to Section 22.17.

1.7 **Annual Rental:**

<u>Year(s)</u>	<u>Monthly Rental</u>
2011	\$47.18

On 12/1/12, and each year thereafter, including during the Renewal Term, if any, Annual Rental shall be adjusted in accordance with Section 4.2.

1.8 **Use of Premises:** The Premises shall be occupied and used Tenant for the sole purpose of storing liquid oxygen, gaseous helium, gaseous and liquid nitrogen and vehicles, and for no other use or purpose.

1.9 **Security Fee:** Tenant shall pay a charge for security patrol and monitoring in the amount of 5% of the amount of such monthly rent payment.

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

1.11 **Addresses for notices and rent payment:**

Landlord:
East Kern Airport District
Attn: Director of Business Development
1434 Flightline Mojave, CA 93501

Tenant: Masten Space Systems, Inc.
1570 Sabovich Street
Mojave, CA 93501
661-824-3423

1.12 **Exhibits:**

Exhibit A Map showing Premises

This Article 1 ("Basic Lease Provision") is intended to supplement and/or summarize the provisions set forth in the balance of this Lease. If there is any conflict between any provisions contained in this Article 1 and the balance of this Lease, the balance of this Lease shall control.

Lease Agreement

THIS LEASE ("Lease") is entered into as of April 18, 2016 ("Effective Date") by Mojave Air & Space Port, a California Airport District ("Landlord") and Masten Space Systems, Inc. ("Tenant").

ARTICLE 1. BASIC LEASE PROVISIONS

1.1 **Landlord:** Mojave Air & Space Port

1.2 **Tenant:** Masten Space Systems, Inc.

1.3 **Rental Commencement Date:** April 18, 2016

1.4 **Premises:** Bldg. 173-A, as more specifically described on Exhibit A attached hereto.

1.5 **Rentable area:** Approximately 5,162 sq. ft. of BUILDING and 15,572 sq. ft. of LAND.

1.6 **Lease term:**

Basic Term: Month to Month, computed from the first day of the first calendar month on or after the Rental Commencement Date.

1.7 **Annual Rental:**

<u>Year(s)</u>	<u>Monthly Rental</u>	<u>Annual Rental</u>
2016	\$2,196.00	\$26,352.00

On April 18, 2017, and each year thereafter, including during the Renewal Term, if any, Annual Rental shall be adjusted in accordance with Section 4.2.

1.8 **Use of Premises:** The Premises shall be occupied and used by Tenant for the sole purpose of work space, storage and other airport approved activities, and for no other use or purpose.

1.9 **Security Fee:** Tenant shall pay a charge for security patrol and monitoring in the amount of 5% of the amount of such monthly rent payment.

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

1.11 **Addresses for notices and rent payment:**

Landlord:
Mojave Air & Space Port
1434 Flightline Mojave, CA 93501
661.824.2433

Tenant:
Masten Space Systems, Inc.
1570 Sabovich St., Mojave, CA 93501
678.581.9656

1.12 **Exhibits:**

Exhibit A Map showing Premises

This Article 1 ('Basic Lease Provision') is intended to supplement and/or summarize the provisions set forth in the balance of this Lease. If there is any conflict between any provisions contained in this Article 1 and the balance of this Lease, the balance of this Lease shall control.

Lease Agreement

THIS LEASE ("Lease") is entered into as of August 1, 2011 ("Effective Date") by East Kern Airport District, a California Airport District ("Landlord") and Masten Space Systems, Inc. ("Tenant").

ARTICLE 1. BASIC LEASE PROVISIONS

- 1.1 **Landlord:** East Kern Airport District
- 1.2 **Tenant:** Masten Space Systems, Inc.
- 1.3 **Rental Commencement Date:** August 1, 2011
- 1.4 **Premises:** Building No. 49, as more specifically described on Exhibit A-1 and shown on Exhibit A-2 attached hereto.
- 1.5 **Rentable area:** Approximately 2,250 sq. ft. of building and 27,210 sq. ft. of fenced in land.
- 1.6 **Lease term:**
- Basic Term: 2 years, computed from the first day of the first calendar month on or after the Rental Commencement Date.
- Renewal Term: None.
- 1.7 **Annual Rental:**
- | <u>Year(s)</u> | <u>Monthly Rental</u> |
|----------------|-----------------------|
| 2011 | \$1,218.00 |
- On 8/1/12, and each year thereafter, including during the Renewal Term, if any, Annual Rental shall be adjusted in accordance with Section 4.2.
- 1.8 **Use of Premises:** The Premises shall be occupied and used Tenant for the sole purpose of storage, aeronautical development and manufacturing and for no other use or purpose.
- 1.9 **Security Fee:** Tenant shall pay a charge for security patrol and monitoring in the amount of 5% of the amount of such monthly rent payment.
- 1.10 **Late charge:** If Rent is not paid by the first day of the month, Landlord shall also be paid by Tenant interest at the rate of 1.5% per month on the unpaid balance of such Rent until paid in full.
- 1.11 **Addresses for notices and rent payment:**

Landlord:
East Kern Airport District
Attn: Director of Business Development
1434 Flightline Mojave, CA 93501

Tenant: Masten Space Systems, Inc.
1570 Sabovich Street
Mojave, CA 93501
824-3423

Lease for Unimproved Land

THIS LEASE ("Lease") is entered into as of February 10, 2021 ("Effective Date") by Mojave Air and Space Port, a California Airport District ("Landlord") and Masten Space Systems, Inc., a Delaware corporation ("Tenant").

ARTICLE 1. BASIC LEASE PROVISIONS

1.1 **Landlord:** Mojave Air and Space Port

1.2 **Tenant:** Masten Space Systems, Inc.

1.3 **Rental Commencement Date:** April 1, 2021

1.4 **Premises:** 2.9 Acres E. of Finnin, as more specifically described on Exhibit A-1 and shown on Exhibit A-2 attached hereto.

1.5 **Rentable area:** Approximately 126,324 sf.

1.6 **Lease term:**

Basic Term: Twenty (20) years, computed from the first day of the first calendar month on or after the Rental Commencement Date.

Renewal Term: Two (2) Five (5) year options, exercisable pursuant to Section 22.17.

1.7 **Annual Rental:**

<u>Year(s)</u>	<u>Monthly Rental</u>	<u>Annual Rental</u>
2021	\$3,158.13	37,897.56

On April 1, 2022, and each year thereafter, including during the Renewal Term, if any, Annual Rental shall be adjusted in accordance with Section 4.2. If Tenant performs the work of removing concrete pads from the Premises, as specified in Exhibit B, Rent will be abated as provided in Section 4.5.

1.8 **Use of Premises:** The Premises shall be occupied and used by Tenant for the assembly and manufacturing of aeronautical or commercial space vehicles and related-items, parking, and office space, and for no other use or purpose.

1.9 **Security Fee:** Tenant shall pay a charge for security patrol and monitoring in the amount of 5% of the amount of such monthly rent payment.

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

1.11 **Addresses for notices and rent payment:**

Landlord:
Mojave Air and Space Port
Attn: Director of Planning
1434 Flightline Mojave, CA 93501
PH: 661.824.2433

Tenant:
Masten Space Systems, Inc.
1570 Sabovich St.
Mojave, CA 93501
PH: 661.824.3423

Lease Agreement

THIS LEASE ("Lease") is entered into as of March 16, 2016 ("Effective Date") by Mojave Air & Space Port, a California Airport District ("Landlord") and Masten Space Systems, Inc. ("Tenant").

ARTICLE 1. BASIC LEASE PROVISIONS

1.1 Landlord: Mojave Air & Space Port

1.2 Tenant: Masten Space Systems, Inc.

1.3 Rental Commencement Date: March 16, 2016

1.4 Premises: Acreage for Commercial Coaches, as more specifically described on Exhibit A attached hereto.

1.5 Rentable area: Approximately 14,700 sq. ft. of Land.

1.6 Lease term:

Basic Term: Month – to – Month, computed from the first day of the first calendar month on or after the Rental Commencement Date.

1.7 Annual Rental:

<u>Year(s)</u>	<u>Monthly Rental</u>	<u>Annual Rental</u>
2016	\$367.50	\$4,410.00

On Mach 16, 2017, and each year thereafter, including during the Renewal Term, if any, Annual Rental shall be adjusted in accordance with Section 4.2.

1.8 Use of Premises: The Premises shall be occupied and used by Tenant for the sole purpose of Mobile Office Trailer storage and other airport approved activities, and for no other use or purpose.

1.9 Security Fee: Tenant shall pay a charge for security patrol and monitoring in the amount of 5% of the amount of such monthly rent payment.

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

1.11 Addresses for notices and rent payment:

Landlord:	Tenant:
Mojave Air & Space Port	Masten Space Systems, Inc.
Attn: Director of Business Development	1570 Sabovich St.
1434 Flightline Mojave, CA 93501	Mojave, CA 93501
661.824.2433	678-581-9656

1.12 Exhibits:

Exhibit A **Map showing Premises**

This Article 1 ('Basic Lease Provision') is intended to supplement and/or summarize the provisions set forth in the balance of this Lease. If there is any conflict between any provisions contained in this Article 1 and the balance of this Lease, the balance of this Lease shall control.

Lease Agreement

THIS LEASE ("Lease") is entered into as of March 1, 2012 ("Effective Date") by East Kern Airport District, a California Airport District ("Landlord") and Masten Space Systems, Inc. ("Tenant").

ARTICLE 1. BASIC LEASE PROVISIONS

- 1.1 Landlord:** East Kern Airport District
- 1.2 Tenant:** Masten Space Systems, Inc.
- 1.3 Rental Commencement Date:** March 1, 2012
- 1.4 Premises:** Acreage located on the Northwest portion of the Airport, as more specifically shown on Exhibit A attached hereto.
- 1.5 Rentable area:** Approximately 102,400 sq. ft. of Acreage.
- 1.6 Lease term:**
Basic Term: Month-to-Month
- 1.7 Annual Rental:**
- | <u>Year(s)</u> | <u>Monthly Rental</u> |
|----------------|-----------------------|
| 2012 | \$2,560.00 |
- On 3/1/13, and each year thereafter, including during the Renewal Term, if any, Annual Rental shall be adjusted in accordance with Section 4.2.
- 1.8 Use of Premises:** The Premises shall be occupied and used Tenant for the sole purpose of spacecraft and rocket engine testing, and for no other use or purpose.
- 1.9 Security Fee:** Tenant shall pay a charge for security patrol and monitoring in the amount of 5% of the amount of such monthly rent payment.
- 1.10 Late charge:** If Rent is not paid by the first day of the month, Landlord shall also be paid by Tenant interest at the rate of 1.5% per month on the unpaid balance of such Rent until paid in full.
- 1.11 Addresses for notices and rent payment:**
- | | |
|---|--|
| Landlord:
East Kern Airport District
Attn: Director of Business Development
1434 Flightline Mojave, CA 93501 | Tenant: Masten Space Systems, Inc.
1570 Sabovich Street
Mojave, CA 93501
661-824-3423 |
|---|--|
- 1.12 Exhibits:**
- Exhibit A Map showing Premises**
- This Article 1 ('Basic Lease Provision') is intended to supplement and/or summarize the provisions set forth in the balance of this Lease. If there is any conflict between any provisions contained in this Article 1 and the balance of this Lease, the balance of this Lease shall control.



STAFF MEMORANDUM

TO: Board of Directors

FROM: Scott Nave, Counsel

SUBJECT: Tisours, LLC-Hangar 161, Consent to Sublease, Boom Technology

MEETING DATE: December 6, 2022

Background:

Tisours, LLC executed a Fifty (50) year ground lease on April 15, 2008 and built Hangar 161. Tisours is requesting consent to Sublease a portion of their hangar and office space to Boom Technology, Inc.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

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

CONSENT TO SUBLEASE

This Consent to Sublease is made as of December 6, 2022 by master landlord Mojave Air and Space Port (“District”), a public entity, *Tisours, LLC.*, as Sublandlord, and *Boom Technology Inc.*, as Subtenant, for the a portion of the premises located at *1062 Flight line, Hangar 161, Mojave, CA 93501*, California (“Sublease Premises”), that Sublandlord leases from Mojave Air and Space Port (“District”), under that Lease dated April 15, 2008, as may be amended (collectively, “Master Lease”).

District consents to the subletting of the Sublease Premises by Sublandlord to Subtenant as set forth in the Sublease, attached hereto as Attachment 1, subject to the following mutual agreements between District, Sublandlord, and Subtenant:

1. Character of Consent

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

2. Scope and Conditions of Consent

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

3. Assumption of Sublandlord's Obligations

For the benefit of District and Sublandlord, Subtenant expressly assumes and agrees to perform and comply with every obligation of Sublandlord under the Master Lease applicable to the Sublease Premises, including, without limitation, Sublandlord's obligation to indemnify District pursuant to Sections 9.4 and 22.20 of the Master Lease. Neither this assumption by Subtenant, the Sublease, nor this District's Consent will release or discharge Sublandlord from any liability under the Master Lease, including, without limitation, the payment of rent and other amounts when due under the Master Lease, and Sublandlord will remain liable and responsible for the full performance and observance of all the provisions, covenants, and conditions in the Master Lease to be performed and observed by Sublandlord. Sublandlord will not be released from any liability under the Master Lease because of District's failure to give notice of default under or in

respect of any of the terms, covenants, conditions, provisions, or agreements by the Master Lease. Any breach or violation of any provision of the Master Lease by Sublandlord or Subtenant, or both, constitutes a default by Sublandlord under the Master Lease. District may proceed directly against Sublandlord without first exhausting District's remedies against Subtenant, or District may proceed directly against Subtenant without exhausting District's remedies against Sublandlord.

4. Obligations of District

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

5. Termination of Sublease

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

6. Continuation of Sublease

Regardless of anything stated in Section 5 above, if the Master Lease expires or terminates for any reason during the term of the Sublease, or if the Sublandlord surrenders the Master Lease to District during the term of the Sublease, District has the option, on written notice delivered to Subtenant not more than thirty (30) days after the effective date of the expiration, termination, or surrender, and without any additional or further agreement of any kind by Subtenant, to elect to continue the Sublease with the same effect as if District and Subtenant had entered into a lease for that date and for a term equal to the then unexpired term of the Sublease, and on the same terms and conditions in the Sublease. In that event, Subtenant will attorn to District, and District and Subtenant will have the same rights, obligations, and remedies under the Sublease as were had by Sublandlord and Subtenant. However, in no event will District (a) be liable for any act or omission of Sublandlord, (b) be subject to any offsets or defenses that Subtenant had or might have against Sublandlord, (c) be obligated to cure any default of Sublandlord that occurred prior to the time that District succeeded to the interest of Sublandlord under the Sublease, (d) be bound by any payment of rent or other payment paid by

Subtenant to Sublandlord in advance of any periods reserved for that in the Sublease, (e) be bound by any modification or amendment of the Sublease made without the written consent of District, or (f) be liable for the return of any security deposit not actually received by District. Neither District's election under this section nor its acceptance of any rent from Subtenant will be deemed a waiver by District of any provisions of the Master Lease and this District's Consent.

7. Compliance with Sublease

If District elects to continue the Sublease pursuant to Section 6, Subtenant will observe and perform (a) each of the terms, covenants, and conditions of the Sublease that District designates to be observed and performed, and (b) any other terms, covenants, and conditions to which the parties may agree.

8. Insurance

Subtenant will carry the insurance policies required to be carried by Sublandlord pursuant to *Article 9* of the Master Lease and will deliver evidence of that to District prior to occupancy. The insurance will (a) name District and Sublandlord as additional insured; and (b) provide that the policy will not be subject to cancellation or change except after thirty (30) days' prior written notice to District and Sublandlord.

9. Absolute Assignment of Rents

Sublandlord unconditionally assigns to District all rents now due, or which may later become due, under the Sublease (collectively, "Rents"). Sublandlord acknowledges that the assignment is present, absolute, and unconditional. Accordingly, District will have the right to collect the Rents and to apply them in payment of any sums payable by Sublandlord under the Master Lease. However, Sublandlord will have a license to collect the Rents until the occurrence of an act of default by Sublandlord under the Master Lease. If the act of default occurs, Sublandlord's right to collect the Rent will be suspended until the default is cured. During the period in which Sublandlord's right to collect the Rents is suspended, District, as assignee and attorney-in-fact for Sublandlord under the Master Lease, or a receiver for Sublandlord appointed pursuant to District's application, will have the right to collect the Rents and apply them toward Sublandlord's obligations under the Master Lease. District's acceptance of any payment on account of Rent from Subtenant as a result of any act of default does not release Sublandlord from any liability under the terms, covenants, conditions, provisions, or agreement under the Master Lease.

10. Excess Rents

Sublandlord will pay to District fifty percent (50%) of the difference between (a) the rent payable by Subtenant to Sublandlord under the Sublease and (b) the base monthly rent payable by Sublandlord to District with respect to the Sublease Premises under the Master Lease. The Sublease "rent" shall include all payments made by Subtenant to Sublandlord for subleasing of the Sublease Premises. Sublandlord will submit such payment to District on the first day of each

month with Sublandlord's rent payment to District. Sublandlord shall immediately notify District of any change in the rental amount of the Sublease.

11. No Consent to Alterations

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

12. Legal

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

13. Notices

Any notices to be given under this Consent shall be delivered via US Mail or personal delivery to the following:

District:

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

Sublandlord:

Tisours, LLC
1062 Flight Line, Hangar 161
Mojave, CA 93501
Attn: Kirk Tracey
661-203-9095 (Direct Line)
ktracey@flightresearch.com

Subtenant:

Boom Technology, Inc.
12876 E, Adam Aircraft Circle
Englewood, CO, 80112
Attn: Legal Department
720-253-1301
legal@boomsupersonic.com

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

Mojave Air and Space Port

Tisours, LLC

By _____
Tim Reid
Acting CEO

By _____
Kirk Tracey
Agent

Boom Technology

By _____
Jeff Mabry
Vice President, XB-1

Lease Agreement

THIS LEASE ('Lease') is entered into as of April 15, 2008('Effective Date') by East Kern Airport District, a California Airport District, ("Landlord") and TISOORS, LLC a California corporation ("Tenant").

ARTICLE 1. BASIC LEASE PROVISIONS

1.1 Landlord: East Kern Airport District

1.2 Tenant: TISOORS, LLC

1.3 Rental Commencement Date: April 15, 2008

1.4 Premises: Acreage, as more specifically designated on Exhibit A.

1.5 Rentable area: Approximately 3.72 acres/144,669 square feet.

1.6 Lease term:

Basic Term: Fifty (50) years, computed from the first day of the first calendar month on or after the Rental Commencement Date and terminating on March 31, 2058.

1.7 Annual Rental:

Lessee shall pay rent as follows, all of which includes a 5% security charge:

Rent is abated between April 15, 2008 to April 30, 2009, provided Tenants completes the work in Exhibit B. (Include demo, clean up, site prep, etc in "B") Commencing May 1, 2009, and thereafter, Tenant shall pay Rent as provided in Exhibit "C".

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

1.9 Security deposit: N/A

1.10 Late charge: If the Rent is not paid by the 20th day of each month, District shall also be paid by Lessee interest at the rate of 1.5% per month on the unpaid balance..

1.11 Addresses for notices and rent payment:

Landlord:	Tenant:
East Kern Airport District	TISOORS, LLC
Attn: Director of Business Development	Bldg 161
1434 Flightline	1062 Flightline
Mojave, California 93501	Mojave, California 93501

1.12 Exhibits: A – Description of Premises; B –Tenant Work/Construction Obligations; C - Rent

This Article 1 ('Basic Lease Provision') is intended to supplement and/or summarize the provisions set forth in the balance of this Lease. If there is any conflict between any provisions contained in this Article 1 and the balance of this Lease, the balance of this Lease shall control.



STAFF MEMORANDUM

TO: Board of Directors

FROM: Scott Nave, Counsel

SUBJECT: Tisours, LLC, Hangar 161 & Land – Assignment to National Test Pilot School, Inc.

MEETING DATE: December 6, 2022

Background:

Tisours, LLC. executed a Fifty (50) year ground lease for approximately 3.72 Acres on April 15, 2018, and built Hangar 161. Tisours, LLC is selling their company to National Test Pilot School, Inc, an existing tenant in good standing at MASP.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Counsel recommends approval of the Assignment and Authorization for CEO to execute the agreement with counsel approval.

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (“Assignment”) is made as of December 6, 2022 between Tisours, LLC. (“Assignor”), National Test Pilot School, Inc. a California non-profit corporation (“Assignee”), and Mojave Air and Space Port (“Landlord”).

A. Mojave Air and Space Port, as landlord, and Assignor, as Tenant, executed a lease dated as of August 18, 2020 (“Lease”), a copy of which is attached and incorporated by reference as Exhibit A, pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, that certain property described pursuant to the terms of the Lease.

B. Assignor desires to assign the Lease to Assignee, and Assignee desires to accept the assignment of the Lease from the Assignor, and assume the obligations under the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

Section 1. Assignment

Assignor assigns and transfers to Assignee all right, title, and interest in the Lease, and Assignee accepts from Assignor all right, title, and interest, subject to the terms and conditions set forth in this Assignment and:

- (a) *Assignment is contingent on National Test Pilot School, Inc. completing the purchase of Tisours, Inc by January 31, 2023*

Section 2. Assumption of Lease Obligations

Assignee assumes and agrees to be subject to and to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as tenant under the Lease, including the making of all payments due to or payable on behalf of Landlord under the Lease as they become due and payable.

Section 3. Assignor’s Covenants

(a) Assignor covenants that the copy of the Lease attached as Exhibit A is a true and accurate copy of the Lease as currently in effect, and that there exists no other agreement affecting Assignor’s tenancy under the Lease.

(b) Assignor covenants that the Lease is in full effect and no default exists under the Lease, nor any acts or events which, with the passage of time or the giving of notice or both, could become defaults.

(c) Assignor agrees that it shall remain fully liable to Landlord under the Lease if Assignee defaults or fails to perform any of the terms and conditions under the Lease.

Section 4. Litigation Costs

If any litigation between Assignor, Assignee, and/or Landlord arises out of this Assignment, or concerning the meaning or interpretation of this Assignment, the losing

party shall pay the prevailing party's costs and expenses of this litigation, including, without limitation, reasonable attorney's fees.

Section 5. Indemnification

Assignor and Assignee jointly and severally indemnify Landlord from and against any loss, cost, or expense, including attorney's fees and court costs relating to the failure of Assignor or Assignee to fulfill their obligations under this Assignment and/or the Lease.

Section 6. Successors and Assigns

This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

Section 7. Governing Law

This Assignment shall be governed by and construed in accordance with California law.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Assignor, Tisours, LLC.

By _____
Kirk Tracey, Agent

Assignee, National Test Pilot School, Inc.

By _____
Pat Garman, CEO

CONSENT OF LANDLORD

The undersigned, as Landlord under the Lease, consents to this Assignment of the Lease to Assignee, provided however, that notwithstanding this Assignment and the undersigned's consent to this Assignment, Assignor shall remain primarily obligated as Tenant under the Lease, and the undersigned does not waive or relinquish any rights under the Lease against Assignor or Assignee.

Landlord, Mojave Air and Space Port

By _____
Tim Reid, Acting CEO

Lease Agreement

THIS LEASE ('Lease') is entered into as of April 15, 2008('Effective Date') by East Kern Airport District, a California Airport District, ("Landlord") and TISOORS, LLC a California corporation ("Tenant").

ARTICLE 1. BASIC LEASE PROVISIONS

1.1 Landlord: East Kern Airport District

1.2 Tenant: TISOORS, LLC

1.3 Rental Commencement Date: April 15, 2008

1.4 Premises: Acreage, as more specifically designated on Exhibit A.

1.5 Rentable area: Approximately 3.72 acres/144,669 square feet.

1.6 Lease term:

Basic Term: Fifty (50) years, computed from the first day of the first calendar month on or after the Rental Commencement Date and terminating on March 31, 2058.

1.7 Annual Rental:

Lessee shall pay rent as follows, all of which includes a 5% security charge:

Rent is abated between April 15, 2008 to April 30, 2009, provided Tenants completes the work in Exhibit B. (Include demo, clean up, site prep, etc in "B") Commencing May 1, 2009, and thereafter, Tenant shall pay Rent as provided in Exhibit "C".

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

1.9 Security deposit: N/A

1.10 Late charge: If the Rent is not paid by the 20th day of each month, District shall also be paid by Lessee interest at the rate of 1.5% per month on the unpaid balance..

1.11 Addresses for notices and rent payment:

Landlord:	Tenant:
East Kern Airport District	TISOORS, LLC
Attn: Director of Business Development	Bldg 161
1434 Flightline	1062 Flightline
Mojave, California 93501	Mojave, California 93501

1.12 Exhibits: A – Description of Premises; B –Tenant Work/Construction Obligations; C - Rent

This Article 1 ('Basic Lease Provision') is intended to supplement and/or summarize the provisions set forth in the balance of this Lease. If there is any conflict between any provisions contained in this Article 1 and the balance of this Lease, the balance of this Lease shall control.

**Mojave Air & Space Port
Treasurer's Report
For the month ended October 31, 2022**

	<u>General</u>	<u>County Treasury</u>	<u>LAIF</u>	<u>Total</u>
Beginning Balance	<u>\$ 3,144,214.11</u>	<u>\$ 1,813,892.31</u>	<u>\$ 4,196,080.87</u>	<u>\$ 9,154,187.29</u>
Receipts:				
Operating Revenues	1,263,766.97	-	-	1,263,766.97
Interest Income	130.89	-	14,277.72	14,408.61
Tax Proceeds	-	84,833.01	-	84,833.01
Total Receipts	<u>1,263,897.86</u>	<u>84,833.01</u>	<u>14,277.72</u>	<u>1,363,008.59</u>
Expenditures:				
Operating Expenses	(962,988.75)	-	-	(962,988.75)
Project Expenses	-	-	-	-
Total Expenditures	<u>(962,988.75)</u>	<u>-</u>	<u>-</u>	<u>(962,988.75)</u>
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Balance	<u><u>\$ 3,445,123.22</u></u>	<u><u>\$ 1,898,725.32</u></u>	<u><u>\$ 4,210,358.59</u></u>	<u><u>\$ 9,554,207.13</u></u>

The Mojave Air & Space Port unencumbered cash is on deposit bearing interest at various rates, in accordance with the District's Investment Policy.

MOJAVE AIR & SPACE PORT
Revenue and Expense by Function
For the Four Months Ending Monday, October 31, 2022

Description	Rents & Leases Aviation	Rents & Leases Non-aviation	Flight Related Activities	Non-flight Related Activities	Total
Operating Revenue					
Fuel Sales & Services	-	-	1,511,254	-	1,511,254
Cost of Fuel & Lubricants Sold	-	-	1,172,941	-	1,172,941
Gross Profit on Fuel Sales & Services	-	-	338,313	-	338,313
Rents & Leases	1,902,806	683,769	5,131	24,904	2,616,610
Other Revenue	-	-	20,372	99,284	119,656
Total Operating Revenue	1,902,806	683,769	363,816	124,188	3,074,579
Operating Expense					
Salaries & Benefits	375,728	251,138	334,411	145,536	1,106,813
Noncapitalized Equipment	19,640	4,531	2,237	16,126	42,534
Supplies	19,241	11,233	30,722	5,888	67,085
Licensing & Software	5,051	2,022	769	4,205	12,047
Communications	10,520	4,379	4,977	5,801	25,677
Training & Travel	172	172	172	20,915	21,431
Permits & Fees	-	193	2,574	-	2,767
Repairs & Maintenance	178,856	(86,571)	98,528	4,867	373,400
Engineering Services	46,077	27,877	189,883	62,939	149,056
Legal & Accounting Services	54,071	-	-	44,757	98,828
Operating Services	1,314	(930)	163,511	313	164,208
Bad Debts	-	-	-	-	-
Dues & Subscriptions	3,924	370	370	15,272	19,936
Insurance	54,094	54,094	54,094	54,094	216,374
Marketing	2,242	1,714	2,007	21,555	27,518
Rent Expense	3,762	1,881	28,165	1,489	35,297
Utilities	48,348	65,112	23,351	21,363	158,174
Tenant Retention	4,178	4,178	-	-	8,356
Miscellaneous	582	522	13,459	4,427	18,989
Depreciation	285,801	1,607	526,474	7,156	821,038
Expense Reimbursements	-	-	(11,640)	(23,877)	(35,517)
Total Operating Expense	1,113,601	343,521	1,464,063	412,826	3,156,291
Excess (Deficit) of Operating Revenue over Operating Expense	789,205	340,248	(1,100,248)	(288,638)	(81,711)
Nonoperating Revenue					
Property Taxes	66,306	22,102	-	-	88,408
Interest Income	-	-	-	19,114	19,114
Total Nonoperating Revenue	66,306	22,102	-	19,114	107,522
Excess (Deficit) of Revenue over Expense	855,511	362,350	(1,100,248)	(269,524)	25,811
FAA Projects					
FAA Projects Expense	-	-	-	443,427	443,427
Excess (Deficit) of FAA Projects Revenue over FAA Projects Expense	-	-	-	(443,427)	(443,427)
Reserve Designations					
Infrastructure Projects	-	-	-	65,778	65,778
Property Investments	-	-	-	70,000	70,000
Building Improvements	-	-	-	80,045	80,045
Equipment	-	-	-	166,343	166,343
Total Reserve Designations	-	-	-	382,166	382,166

Mojave Air & Space Port Fuel Inventory Report

OCTOBER 2022

JET A		
Beginning Inventory	79,003	
Gallons Delivered		
Gallons Purchased	85,638	
Defuels	-	
Total Gallons Delivered	85,638	
Gallons Pumped		
Gallons Sold	89,134	
Refuels	-	
Tank farm/Line truck sumps	11	
Delivery Samples	55	
Total Gallons Pumped	89,200	
Ending Inventory	75,442	
Physical Check	73,394	
Inventory Value at	4.21	\$308,988.74

AVGAS		
Beginning Inventory		5,182
Gallons Delivered		
Gallons Purchased	7,848	
Gallons Pumped		
Gallons Sold	2,450	
Tank farm/Line truck sumps	5	
Delivery Samples	-	
Total Gallons Pumped	2,455	
Ending Inventory		10,575
Physical Check		10,598
Inventory Value at	6.37	\$67,509.26

LUBRICANTS		
Beginning Inventory	215	
Quarts Purchased	0	
Quarts Sold	6	
Ending Inventory	209	
Physical Check	206	
Aeroshell 110; 100W; 15/50 Multi 114 @ \$8.35; 34 @ \$8.35; 67 @ \$11.29		\$1,902.38

PRIST		
Beginning Inventory		117
Cans Purchased	0	
Cans Sold	0	
Ending Inventory		117
Physical Check - Cans		117
Physical Check - Bulk		5.5
117 CANS @ \$7.40; 5.5 (2.3) Gallons @ 60.90		\$1,247.55

UNLEADED FUEL		
Beginning Inventory	608.4	
Gallons Purchased	600.0	
Gallons Used	594.3	
Ending Inventory	614.1	
Physical Check	530.4	
Inventory Value at	\$5.29	\$2,805.29

DIESEL FUEL		
Beginning Inventory		936.0
Gallons Purchased	200.0	
Gallons Used	419.3	
Ending Inventory		716.7
Physical Check		696.8
Inventory Value at	\$5.60	\$3,901.38

OCTOBER 2022 Fuel Inventory \$386,354.60

**OCTOBER Gallons Sold 91,584
Year to Date 294,586**

Mojave Air & Space Port
Customers Over 90 Days Past Due

	1-30 Days	31-60 Days	61-90 Days	90+ Days	TOTAL	Comments
Masten	0.00	0.00	6,185.58	25,801.32	31,986.90	Bankruptcy
Dean Soest	349.66	335.39	452.27	3,639.11	4,776.43	Has moved one of the planes- Last payment rec'd 10/18
Aged AR as of 11/30/2022	409,151.06	93,937.69	31,922.12	29,440.43	564,451.30	

2022													
	January	February	March	April	May	June	July	August	September	October	November	December	
Total Income	\$ 14,393.35	\$ 14,162.96	\$ 16,587.75	\$ 13,722.36	\$ 15,977.22	\$ 16,372.83	\$ 15,186.16	\$ 14,447.23	\$ 13,525.88	\$13,558.45	\$ -	\$ -	
Total Expenses	\$ 17,749.37	\$ 16,397.68	\$ 16,489.07	\$ 19,430.07	\$ 11,763.35	\$ 13,213.09	\$ 18,108.77	\$ 20,754.89	\$ 15,804.22	\$17,779.09	\$ -	\$ -	
Net Income	\$ (3,356.02)	\$ (2,234.72)	\$ 98.68	\$ (5,707.71)	\$ 4,213.87	\$ 3,159.74	\$ (2,922.61)	\$ (6,307.66)	\$ (2,278.34)	\$ (4,220.64)	\$ -	\$ -	
MEMBERSHIPS	571	583	566	581	574	589	582	504	517	503	0	0	
New Members	90	103	95	85	51	69	47	37	35	43	0	0	
Cancelled Members	-110	-91	-112	-60	-58	-54	-54	-115	-22	-57	0	0	
Net Change	-20	12	-17	25	-7	15	-7	-78	13	-14	0	0	
Notes for board:	<u>JANUARY:</u>	Of the 110 cancels, 36 were switched to the new system, 15 went into collections, 11 moved, 5 had no time, 4 had job transfers, 4 joined other gyms, refusing to pay, medical & No reason had 2, and reasons of COVID concerns, equipment @home, and previously cancelled had 1. All other cancels were for other reasons.											
	<u>February:</u>	Of the cancels, 42 were switched to the new system, 15 were for returned to collections status, 6 moved, 4 joined other gyms, 3 were previously cancelled, 4 had no time, and reasons of medica, too far, job providing gym and other all had 1. All other reasons are unknown.											
	<u>March:</u>	Of the cancels, 32 were switched to the new system, 16 went into collections, 7 moved, 6 refuse to pay, 5 refused to switch to portal, 4 joined other gyms, Equipment @home and job transfers had 3, too far, trial membership and indefinite freeze had 2, and reason of no longer employee & can't afford had 1											
	<u>April:</u>	Of the 55 cancels, 17 were switched to the new system, 5 were returned for collections, 15 moved, 5 had no time, 1 stated it was too far, 1 joined another gym. Discrepancy in income statement is due to 10 duplicates. Also gross profit lower as we had our half off 1st month special and also offered free month to those 1 did not want to transfer to portal (ABC), the remaining either were cancelled due to delinquency or did not complete their cancellation forms that switched to the portal.											
	<u>May:</u>	Of the 58 cancelled members, 2 switched to the new system, 2 were returned for collections, 5 cancelled due to portal switch, 15 cancelled due to moving out of the area and the rest were either cancelled because of missed payments or unknown reasons.											
	<u>June:</u>	Of the 54 cancels, 5 were returned for collections, 5 converted to the new portal, 3 had no time, 21 moved, 2 joined another club, 3 had temporary memberships, 1 cancelled due to shower availability, the rest were either cancelled because of missed payments or unknown reasons.											
	<u>July:</u>	Of the 54 cancels, 18 moved, 2 joined another club, 2 had temporary memberships, 2 moved out of state, 3 had no time and the rest were either cancelled because of missed payments or unknown reasons. We have finalized the transition from ABC to the portal but are continuing to contact those remaining in effort to switch over until we lose ABC completely.											
	<u>August:</u>	Of the 115 cancels, 65 were not transferred from the datatrak, 25 moved, 25 remaining cancelled for other reasons or were delinquent											
	<u>September</u>	Of the cancels, 7 moved, 1 joined another gym, 2 had temporary memberships, 7 are leaving the location, and the rest were either cancelled because of missed payments or unknown reasons.											
	<u>October</u>	Of the cancels, 7 moved, 6 are leaving the location, 1 is pregnant, 1 is undergoing surgery, 2 due to finances, 1 is too busy, 1 joined another gym and the rest were either cancelled because of missed payments or unknown reasons.											



STAFF MEMORANDUM

TO: Board of Directors

FROM: Director of Public Safety and Security

SUBJECT: Safety and Security

MEETING DATE: December 6th, 2022

- 1st Semi-Annual Safety and Security Meeting held November 4th, 2022.
 - Completed and upcoming equipment upgrades.
 - Changes to Access Control Policies and Procedures.
 - Discussed establishing a Safety and Security Committee.
 - Outlook on MASP Training abilities and offerings.
 - Introduction to Mass Notification System.
 - Introduction to Community Watch Program.

- Mojave Fitness Center Run the Runway 5K Event.
 - Supported by Security, ARFF and ATC.

- MASP ARFF Fire Extinguisher Training Equipment.
 - Chief Farrar introduced safer and more environmentally friendly training equipment.
 - Training is offered to all MASP Tenants.

- Touch a Truck Event November 13th, 2022.
 - Benefits Tehachapi Jr. Rodeo Association.
 - MASP Supplied ARFF Rescue Truck and equipment.
 - Other Attendees include but not limited to:
 - Kern County Fire, Sherriff, Swat and Helo
 - California Highway Patrol
 - Bureau of Land Management
 - Waste Management

- New Employees
 - Breanna Bussiere – MASP Security
 - Bret Boukather – ProTec Fire Services



CEO REPORT

TO: MASP Board of Directors

FROM: Tim Reid

MEETING DATE: December 6, 2022

Updates

- Meetings with State Assembly Members
- GA Hangar Improvement Update
- MHV Power Grid Update
- GA Rates Study Update
- Hypersonic Flight Corridor Update
- Property Rented
 - Aerospace Operations- Bldg.1, Rm. 15, month to month

MOJAVE

AIR AND SPACE PORT

CEO REPORT

Authorized Payments

BOARD MEETING: 12/06/22	DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER	11/17/2022	139,133.82		139,133.82
	11/29/2022	29,257.63		29,257.63
				-
				-
				-
EFT'S	11/30/2022	-	585,720.36	585,720.36
		168,391.45	585,720.36	754,111.81
BOD CHECK	12/6/22	63,200.00		
		30,018.20		
		45,801.07		
		41,439.22		
		28,082.00		
		70,000.00		
		44,770.65		
		323,311.14		323,311.14
VOID CHECK				
TOTAL ALL CHECKS & EFT'S				1,077,422.95

CALIFORNIA HIGHWAY PATROL'S

CHiPs for KIDS

TOY DRIVE

**CHP and Mojave Air & Space Port
1st Annual Toy Drive**

Christmas Tree Event

December 17

12:00 PM to 4:00 PM

MOJAVE AIR & SPACE PORT

Stuart O. Witt Event Center

Join us for hot chocolate, photos with
Santa Clause, Christmas Tree Raffle and
toy giveaway.



Date: Thursday, November 17, 2022
 Time: 02:29PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
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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
062922	CK	11/17/2022	0514 E. Michael Louden, P. E.	05-23	052209	VO	2211-03	11/4/2022	0.00	1,740.00
062923	CK	11/17/2022	0518 Elevation Corp. Health, LLC	05-23	052255	VO	9457	10/31/2022	0.00	4,220.64
062924	CK	11/17/2022	0536 Fifth Asset, Inc. dba DebtBook	05-23	052179	VO	DB2000308	9/28/2022	0.00	15,000.00
062925	CK	11/17/2022	0610 4 imprint	05-23	052254	VO	9460965	11/4/2022	0.00	4,144.32
062926	CK	11/17/2022	0712 FRANCOTYP POSTALIA, INC	05-23	052258	AD	RC227384	6/15/2022	0.00	-262.81
062926	CK	11/17/2022	0712 FRANCOTYP POSTALIA, INC	05-23	052259	VO	RI105365436	6/15/2022	0.00	79.15
062926	CK	11/17/2022	0712 FRANCOTYP POSTALIA, INC	05-23	052260	VO	RI105392093	7/6/2022	0.00	132.50
062926	CK	11/17/2022	0712 FRANCOTYP POSTALIA, INC	05-23	052261	VO	RI105434228	8/10/2022	0.00	3.22
062926	CK	11/17/2022	0712 FRANCOTYP POSTALIA, INC	05-23	052262	VO	RI105501357	10/5/2022	0.00	132.50
062926	CK	11/17/2022	0712 FRANCOTYP POSTALIA, INC	05-23	052263	VO	RI105520912	10/27/2022	0.00	148.54
062926	CK	11/17/2022	0712 FRANCOTYP POSTALIA, INC	05-23	052264	VO	RI105541209	11/10/2022	0.00	3.22
062927	CK	11/17/2022	0717 Geographic Data and	05-23	052185	VO	GD109649	10/15/2022	0.00	2,530.00
062928	CK	11/17/2022	0722 Freeway Smog & Auto Repair	05-23	052213	VO	3538	11/4/2022	0.00	78.66
062928	CK	11/17/2022	0722 Freeway Smog & Auto Repair	05-23	052214	VO	3539	11/4/2022	0.00	89.59
062928	CK	11/17/2022	0722 Freeway Smog & Auto Repair	05-23	052215	VO	3559	11/11/2022	0.00	477.78
062928	CK	11/17/2022	0722 Freeway Smog & Auto Repair	05-23	052216	VO	3540	11/4/2022	0.00	80.85
062928	CK	11/17/2022	0722 Freeway Smog & Auto Repair	05-23	052217	VO	3561	11/11/2022	0.00	78.66
062928	CK	11/17/2022	0722 Freeway Smog & Auto Repair	05-23	052218	VO	3560	11/11/2022	0.00	78.66
Check Total										236.32

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062928	CK	11/17/2022	0722 Freeway Smog & Auto Repair	05-23	052219	VO	1285	11/4/2022	0.00	70.00
062928	CK	11/17/2022	0722 Freeway Smog & Auto Repair	05-23	052220	VO	1287	11/4/2022	0.00	70.00
062928	CK	11/17/2022	0722 Freeway Smog & Auto Repair	05-23	052228	VO	1277	10/28/2022	0.00	70.00
062928	CK	11/17/2022	0722 Freeway Smog & Auto Repair	05-23	052229	VO	1282	10/28/2022	0.00	70.00
062928	CK	11/17/2022	0722 Freeway Smog & Auto Repair	05-23	052230	VO	1275	10/28/2022	0.00	70.00
062928	CK	11/17/2022	0722 Freeway Smog & Auto Repair	05-23	052231	VO	1272	10/28/2022	0.00	70.00
Check Total										1,304.20
062929	CK	11/17/2022	0729 FLIR Detection Inc	05-23	052240	VO	9001552987	11/1/2022	0.00	11,839.39
062930	CK	11/17/2022	0767 Glenn's Lawn Care	05-23	052196	VO	1810	10/26/2022	0.00	21,190.24
062931	CK	11/17/2022	0825 Edward Hargroder	05-23	052210	VO	111422	11/14/2022	0.00	9,375.00
062932	CK	11/17/2022	0850 Herc Rentals	05-23	052221	VO	33256999-001	11/2/2022	0.00	2,181.25
062933	CK	11/17/2022	0866 The Home Depot Credit Plan	05-23	052203	VO	1022	10/30/2022	0.00	4,295.82
062934	CK	11/17/2022	0898 IML Security Supply	05-23	052222	VO	3439508	11/14/2022	0.00	434.73
062934	CK	11/17/2022	0898 IML Security Supply	05-23	052253	VO	3442026	11/15/2022	0.00	407.97
Check Total										842.70
062935	CK	11/17/2022	1082 Journey Air Conditioning Co. Inc	05-23	052176	VO	41873	6/9/2022	0.00	825.00
062935	CK	11/17/2022	1082 Journey Air Conditioning Co. Inc	05-23	052177	VO	41988	7/14/2022	0.00	1,270.00
Check Total										2,095.00
062936	CK	11/17/2022	1132 Kern Co Dept of Agricultural	05-23	052227	VO	MVM-6-119	11/16/2022	0.00	808.20

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062937	CK	11/17/2022	1138 Kern Machinery	05-23	052225	VO	1041006667	11/10/2022	0.00	80.65
062938	CK	11/17/2022	1161 Kern Auto Parts Inc	05-23	052186	VO	972403	10/18/2022	0.00	18.22
062938	CK	11/17/2022	1161 Kern Auto Parts Inc	05-23	052224	VO	973807	11/14/2022	0.00	28.95
062938	CK	11/17/2022	1161 Kern Auto Parts Inc	05-23	052226	VO	973426	11/7/2022	0.00	72.15
									Check Total	119.32
062939	CK	11/17/2022	1214 Lancaster Flooring, Inc.	05-23	052187	VO	105144	10/1/2022	0.00	8,392.74
062940	CK	11/17/2022	1254 Lincoln Nat'l Life Ins. Co.	05-23	052197	VO	4478396770	11/10/2022	0.00	998.48
062941	CK	11/17/2022	1347 Miller Equipment Company	05-23	052180	VO	2963	9/30/2022	0.00	3,320.00
062941	CK	11/17/2022	1347 Miller Equipment Company	05-23	052188	VO	2964	10/26/2022	0.00	4,950.00
									Check Total	8,270.00
062942	CK	11/17/2022	1369 Mojave Desert News	05-23	052181	VO	55953	9/29/2022	0.00	150.00
062942	CK	11/17/2022	1369 Mojave Desert News	05-23	052182	VO	55881	9/8/2022	0.00	63.50
062942	CK	11/17/2022	1369 Mojave Desert News	05-23	052189	VO	56000	10/27/2022	0.00	331.50
									Check Total	545.00
062943	CK	11/17/2022	1570 Otis Elevator Company	05-23	052190	VO	F10000049645	11/20/2022	0.00	125.00
062944	CK	11/17/2022	1639 ProActive Work Health Services	05-23	052237	VO	77785	11/4/2022	0.00	35.00
062944	CK	11/17/2022	1639 ProActive Work Health Services	05-23	052238	VO	77784	11/4/2022	0.00	35.00
									Check Total	70.00
062945	CK	11/17/2022	1700 Quinn Company	05-23	052193	VO	WON60016546	10/19/2022	0.00	1,820.43
062946	CK	11/17/2022	1895 Smith Pipe & Supply	05-23	052244	VO	3963627	11/2/2022	0.00	3,901.54

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062947	CK	11/17/2022	1896 Speedy Car Wash	05-23	052235	VO	4110	11/12/2022	0.00	220.00
062948	CK	11/17/2022	1952 Southern California Edison	05-23	052191	VO	196090594/1022	10/18/2022	0.00	92.15
062949	CK	11/17/2022	1954 Southern California Gas	05-23	052249	VO	7531545767/1122	11/15/2022	0.00	195.91
062949	CK	11/17/2022	1954 Southern California Gas	05-23	052250	VO	0289363938/1122	11/15/2022	0.00	359.98
062949	CK	11/17/2022	1954 Southern California Gas	05-23	052251	VO	7111545997/1122	11/15/2022	0.00	540.97
062949	CK	11/17/2022	1954 Southern California Gas	05-23	052252	VO	6561545001/1122	11/15/2022	0.00	931.97
Check Total										2,028.83
062950	CK	11/17/2022	2041 South Street Digital, Inc.	05-23	052239	VO	4294	11/7/2022	0.00	1,301.77
062951	CK	11/17/2022	2069 SteelBerry	05-23	052236	VO	17060	11/11/2022	0.00	2,540.00
062952	CK	11/17/2022	2073 StillWaters Catering Company	05-23	052256	VO	111922	11/17/2022	0.00	13,367.38
062953	CK	11/17/2022	2079 Saturnalia Productions	05-23	052257	VO	11/19/22	11/19/2022	0.00	2,700.00
062954	CK	11/17/2022	2253 Waste Management Kern	05-23	052194	VO	188140-4808-0	11/1/2022	0.00	662.38
062955	CK	11/17/2022	2450 Xerox Corporation	05-23	052242	VO	017490048	11/1/2022	0.00	209.63
062955	CK	11/17/2022	2450 Xerox Corporation	05-23	052243	VO	017490049	11/1/2022	0.00	80.59
Check Total										290.22
062956	CK	11/17/2022	3003 Lennora Johansen	05-23	052223	VO	11622	11/14/2022	0.00	683.09
062957	CK	11/17/2022	3027 Nicole Altman	05-23	052201	VO	110922	11/9/2022	0.00	299.00

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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
062958	CK	11/17/2022	3030 Sonia Valenzuela	05-23	052241	VO	112.22	11/8/2022	0.00	675.00
062959	CK	11/17/2022	3034 Dylan Fuller	05-23	052192	VO	10.24 - 11.6.22	11/10/2022	0.00	1,370.00
062960	CK	11/17/2022	3040 Michael Lazar	05-23	052245	VO	110922	11/9/2022	0.00	312.00
062960	CK	11/17/2022	3040 Michael Lazar	05-23	052246	VO	110922	11/9/2022	0.00	59.00
062961	CK	11/17/2022	3080 Mike Edmonds	05-23	052211	VO	110322	11/3/2022	0.00	287.50
Check Total										371.00

Check Count: 46

Acct Sub Total: 139,133.82

Check Type	Count	Amount Paid
Regular	46	139,133.82
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	46	139,133.82

Company Disc Total 0.00 Company Total 139,133.82

Date: Tuesday, November 29, 2022
 Time: 03:50PM
 User: CPANKO

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: MASP										
Acct / Sub:	101000		1200							
062962	CK	11/29/2022	0187 AFLAC	05-23	052301	VO	707706/1122	11/28/2022	0.00	537.60
062963	CK	11/29/2022	0192 Antelope Valley Econ. Dev. &	05-23	052321	VO	782	11/21/2022	0.00	375.00
062964	CK	11/29/2022	0248 AV Celebrations	05-23	052326	VO	1313	11/16/2022	0.00	25.00
062965	CK	11/29/2022	0350 Clarks Pest Control	05-23	052292	VO	32080053/1122	11/16/2022	0.00	55.00
062965	CK	11/29/2022	0350 Clarks Pest Control	05-23	052293	VO	32080050/1122	11/16/2022	0.00	123.00
062965	CK	11/29/2022	0350 Clarks Pest Control	05-23	052294	VO	32080056/1122	11/16/2022	0.00	54.00
062965	CK	11/29/2022	0350 Clarks Pest Control	05-23	052308	VO	32080059/1122	11/16/2022	0.00	93.00
Check Total										325.00
062966	CK	11/29/2022	0396 CDW Government	05-23	052317	VO	FB15316	11/10/2022	0.00	485.01
062966	CK	11/29/2022	0396 CDW Government	05-23	052318	VO	DZ64791	11/9/2022	0.00	171.16
062966	CK	11/29/2022	0396 CDW Government	05-23	052319	VO	FF05769	11/18/2022	0.00	909.73
062966	CK	11/29/2022	0396 CDW Government	05-23	052320	VO	FF90493	11/21/2022	0.00	1,068.91
Check Total										2,634.81
062967	CK	11/29/2022	0459 Dell Business Credit	05-23	052310	VO	111122	11/11/2022	0.00	2,218.56
062968	CK	11/29/2022	0479 Aramark	05-23	052296	VO	2601523915	11/18/2022	0.00	80.30
062968	CK	11/29/2022	0479 Aramark	05-23	052298	VO	2601523941	11/18/2022	0.00	222.12
062968	CK	11/29/2022	0479 Aramark	05-23	052299	VO	2601523943	11/18/2022	0.00	71.45
Check Total										373.87
062969	CK	11/29/2022	0537 Aviation Management Consulting	05-23	052327	VO	5569	11/17/2022	0.00	2,550.00

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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
062970	CK	11/29/2022	0615 Federal Express	05-23	052289	VO	7-943-58418	11/11/2022	0.00	123.05
062970	CK	11/29/2022	0615 Federal Express	05-23	052316	VO	795873359	11/25/2022	0.00	19.89
									Check Total	142.94
062971	CK	11/29/2022	0785 Gustavo Guzman	05-23	052306	VO	111922	11/29/2022	0.00	125.00
062972	CK	11/29/2022	1178 Kimley-Horn and Associates, Inc.	05-23	052286	VO	22490803	10/31/2022	0.00	5,279.75
062973	CK	11/29/2022	1501 Office Depot	05-23	052315	VO	111622	11/16/2022	0.00	451.84
062974	CK	11/29/2022	1670 Linde Gas & Equipment Inc.	05-23	052309	VO	32558444	11/22/2022	0.00	63.38
062975	CK	11/29/2022	1800 Ramos Strong Inc	05-23	052312	VO	0380973	11/16/2022	0.00	2,266.78
062976	CK	11/29/2022	1896 Speedy Car Wash	05-23	052313	VO	4111	11/16/2022	0.00	400.00
062977	CK	11/29/2022	1925 Sparkletts	05-23	052303	VO	13703338112422	11/24/2022	0.00	635.42
062978	CK	11/29/2022	1945 Harold Smith	05-23	052300	VO	111822/BOOT	11/18/2022	0.00	250.00
062979	CK	11/29/2022	1952 Southern California Edison	05-23	052290	VO	616545683/1122	11/16/2022	0.00	1,426.17
062980	CK	11/29/2022	2016 Spandorf, Chris	05-23	052311	VO	11522/BOOT	11/5/2022	0.00	181.91
062981	CK	11/29/2022	2071 Synchrony Bank	05-23	052288	VO	1022	11/10/2022	0.00	1,830.64
062982	CK	11/29/2022	2079 Saturnalia Productions	05-23	052325	VO	1114	11/23/2022	0.00	47.89

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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
062983	CK	11/29/2022	2136 UNUM Life Ins. Co.	05-23	052295	VO	120122	12/1/2022	0.00	3,261.82
062984	CK	11/29/2022	2230 Verizon Wireless	05-23	052304	VO	9920410622/1122	11/12/2022	0.00	1,905.42
062985	CK	11/29/2022	2253 Waste Management Kern	05-23	052322	VO	18899848081/B1	12/1/2022	0.00	401.25
062985	CK	11/29/2022	2253 Waste Management Kern	05-23	052323	VO	18908148085/TH	12/1/2022	0.00	796.71
062985	CK	11/29/2022	2253 Waste Management Kern	05-23	052324	VO	18939948081/FH	12/1/2022	0.00	203.52
									Check Total	1,401.48
062986	CK	11/29/2022	2313 Waxie Sanitary Supply	05-23	052297	VO	81330394	11/17/2022	0.00	120.06
062987	CK	11/29/2022	2450 Xerox Corporation	05-23	052307	VO	504226260/1122	11/3/2022	0.00	279.79
062988	CK	11/29/2022	3039 Adriana Huerta	05-23	052305	VO	111922	11/22/2022	0.00	147.50

Check Count: 27

Acct Sub Total: 29,257.63

Check Type	Count	Amount Paid
Regular	27	29,257.63
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:	27	29,257.63

Company Disc Total	0.00	Company Total	29,257.63
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AIR & SPACE PORT
AT RUTAN FIELD

Electronic Fund Transfers November 9 through November 30, 2022

Date		Amount
11/9/2022	ACH DEBIT PAYROLL PAYCHEX-RCX	\$64,789.42
11/9/2022	ACH DEBIT GARNISH PAYCHEX CGS	\$48.96
11/10/2022	ACH DEBIT PAYABLES Mojave Air-Space	\$54,166.67
11/10/2022	ACH DEBIT TAXES PAYCHEX TPS	\$13,109.75
11/10/2022	ACH DEBIT PAYABLES Mojave Air-Space	\$7,086.50
11/10/2022	ACH DEBIT PAYABLES Mojave Air-Space	\$1,732.50
11/10/2022	ACH DEBIT INVOICE PAYCHEX EIB	\$277.40
11/10/2022	ACH DEBIT CLOVER APP CLOVER APP	\$44.95
11/10/2022	FEE OTHER CHARGES & FEES, ACH PER BATCH FEE	\$5.00
11/10/2022	FEE OTHER CHARGES & FEES, ACH PER BATCH FEE	\$5.00
11/10/2022	FEE OTHER CHARGES & FEES, ACH PER BATCH FEE	\$5.00
11/14/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$88,097.51
11/14/2022	ACH DEBIT HRS PMT PAYCHEX-HRS	\$57.00
11/17/2022	STOP PAYMENT CHARGE	\$30.00
11/18/2022	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$34,554.00
11/21/2022	ACH DEBIT PAYABLES Mojave Air-Space	\$37,802.00
11/21/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$29,646.34
11/21/2022	ACH DEBIT INVOICE PAYCHEX-OAB	\$694.40
11/21/2022	FEE OTHER CHARGES & FEES, ACH PER BATCH FEE	\$5.00
11/22/2022	ACH DEBIT PAYROLL PAYCHEX	\$65,731.46
11/22/2022	ACH DEBIT ACH PMT AMEX EPAYMENT	\$10,429.53
11/22/2022	ACH DEBIT ACH PMT AMEX EPAYMENT	\$9,052.12
11/22/2022	ACH DEBIT GARNISH PAYCHEX	\$48.96
11/23/2022	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$14,782.28
11/23/2022	ACH DEBIT TAXES PAYCHEX TPS	\$13,043.30
11/23/2022	ACH DEBIT INVOICE PAYCHEX EIB	\$270.50
11/25/2022	ACH DEBIT PAYABLES Mojave Air-Space	\$75,708.00
11/25/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$31,768.89
11/25/2022	FEE TM-ACH OR MULTIPLE SERVICES	\$75.00
11/25/2022	FEE RDC MONTHLY FEE	\$75.00
11/25/2022	FEE OTHER CHARGES & FEES, ACH PER BATCH FEE	\$5.00
11/29/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$31,748.92
11/29/2022	WIRE TRANSFER FEE	\$15.00
11/30/2022	MEMO DEBIT : CA DEPT TAX FEE CDTFA	\$809.00
	TOTAL	\$585,720.36