

# MOJAVE AIR AND SPACE PORT

## REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: March 2, 2021

Time: 2:00 p.m.

**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 below. 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](mailto:Lynn@mojaveairport.com) prior to the start of the meeting, and your comment(s) will be distributed to the directors at the meeting.

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

### Zoom Video Conference

<https://us02web.zoom.us/j/81103012453?pwd=aWlUWG9UMzdBc0lIbVks1NHhheTdQUt09>

Phone: 669-900-9128

Meeting ID: 811 0301 2453

Passcode: 092118

## AGENDA

### 1. Call to Order

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

### 2. Community Announcements

Members of the audience may make announcements regarding community events.

### 3. Consent Agenda

All items on the consent agenda are considered routine and non-controversial and will be approved by one motion unless a member of the Board, staff, or public requests to move an item to Action Items.

- A. Minutes of the Special Board Meeting February 12, 2021
- B. Minutes of the Regular Board Meeting February 16, 2021

#### **4. Action Items**

- A. Newport Development, LLC. - Option – 5 Acres W. of Taxiway BB
- B. Resolution Authorizing the Destruction of Certain Records
- C. Resolution Adopting the Updated Multi-Jurisdiction Hazard Mitigation Plan

#### **5. Reports**

- A. Financial Reports
- B. CEO/GM Reports
- C. Board Committees
- D. Board of Directors: This portion of the meeting is reserved for board members to comment on items not on the agenda.

#### **6. Public Comment on Items Not on the Agenda**

Members of the public may make comments to the Board on items not on the agenda.

#### **7. Closed Session**

- A. Public Employee Appointment (Govt Code 54957): CEO/GM
- B. Potential Litigation (Govt Code 54956.0) MASP v. Scaled Composites
- C. Real Property Negotiations (Govt Code 54956.8)
  - 1. Property: Bldg. 54
    - Parties: MASP, Masten
    - Negotiator: CEO, General Counsel
    - Term: Option
- D. Potential Threats to Public Services (Govt Code 54957)
  - Consultation with CEO, General Counsel, DOO Himes, DOT Buck

#### **8. Closed Session Report**

##### **Adjournment**

This Agenda was posted on February 26, 2021 by Jason Buck.

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 [carrie@mojaveairport.com](mailto:carrie@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 SPECIAL MEETING ON FEBRUARY 12, 2021**

(All votes at this meeting were taken by roll call since the meeting was conducted in person and by teleconference)

#### **1. CALL TO ORDER**

The meeting was called to order on Friday, February 12, 2021 at 9:00 a.m. by Director Balentine.

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

#### **B. Roll Call:**

Directors present via zoom: Deaver

Directors present: Balentine, Barney, Coleman and Morgan

Directors absent: None

Others present: DOF Smith, DOT Buck,

#### **B. Approval of Agenda**

Upon motion by Director Barney, seconded by Director Deaver, The Board unanimously approved the agenda.

#### **2. Closed Session**

A. Public Employee Appointment (Govt Code 54957): CEO/GM

#### **3. Closed Session Report**

In Closed session, the Board discussed the appointment of new CEO, no action was taken. No other items were discussed.



**ADJOURNMENT**

There being no further business to come before the Board, the chair adjourned the meeting at 3:40 pm.

\_\_\_\_\_  
Jimmy R. Balentine, President

ATTEST

\_\_\_\_\_  
Diane Barney, Secretary

# **BOARD OF DIRECTORS**

## **MINUTES OF THE REGULAR MEETING ON FEBRUARY 16, 2021**

(All votes at this meeting were taken by roll call since the meeting was conducted by teleconference)

### **1. CALL TO ORDER**

The meeting was called to order on Tuesday, February 16, 2021 at 2:00 p.m. by Director Balentine.

#### **A. Roll Call:**

Directors present via zoom: Balentine, Barney, Coleman, Deaver and Morgan

Directors absent: None

Others present: CEO Evans, DOO Himes, DOA Rawlings, DOP VanWey, DOF Smith, DOT Buck, and District Counsel Navé.

#### **B. Approval of Agenda**

Upon motion by Director Deaver, seconded by Director Barney, The Board voted unanimously to approved the agenda.

### **2. Community Announcements**

There were no Public Comments.

### **3. Consent Agenda**

Upon motion by Director Barney, seconded by Director Deaver, the Board unanimously approved the Consent Agenda.

A. Minutes of the Regular Board Meeting February 2, 2021

B. Check Register dated February 11, 2021, \$50,800.00

### **4. Action Item**

There were No Action Items.

## **5. Reports**

### **A. CEO/GM Report**

CEO Evans stated Burt Rutan won the Hoover Award. CEO Evans reported that Granite Construction is on site and beginning work on Taxiway C. CEO Evans also stated Mead and Hunt were on site and beginning the engineering on the Runway 12/30 Rehab Project.

### **C. Board Committees**

There were no comments.

### **D. Board of Directors**

Director Morgan commented on the build-up of tumbleweeds between some hangars and questioned if there was a regular weekly or monthly maintenance for this. DOP VanWey stated there are several weekly and monthly scheduled maintenance, but not for this item specifically and that he'd have it taken care of.

## **6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

There were no public comments.

## **7. Closed Session**

- A. Public Employee Appointment (Govt Code 54957): CEO/GM
- B. Potential Litigation (Govt Code 54956.9) MASP v. Scaled Composites
- C. Real Property Negotiations (Govt Code 54956.8)
  - 1. Property: Mojave Fitness Gym
    - Parties: MASP, Elevation Corporate Health, LLC.
    - Negotiator: CEO, General Counsel
    - Term: Management Service Agreement

## **8. Closed Session Report**

In Closed session, the Board discussed the Public Appointment and gave direction to CEO and Staff. Counsel updated the Board on one case of potential litigation involving Scaled. CEO Evans and the Board discussed one case of real property involving the Mojave Fitness Gym and Elevation Corporate Health, LLC. No other items were discussed.

**ADJOURNMENT**

There being no further business to come before the Board, the chair adjourned the meeting at 3:43 pm.

\_\_\_\_\_  
Jimmy R. Balentine, President

ATTEST

\_\_\_\_\_  
Diane Barney, Secretary



**MOJAVE**  
**AIR AND SPACE PORT**  
**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Floyd VanWey, Director of Planning  
**SUBJECT:** 12 Month Option to Lease 5 Acres  
**MEETING DATE:** March 2, 2021

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**Background:**

Newport Development, LLC. have requested a 12 Month Lease Option for 5 Acres of undeveloped land on the west side of taxiway BB. Newport Development intends to complete planning and survey for a future commercial hangar on this site.

**Impacts:**

Fiscal: \$10,890.00 additional income.  
Environmental: None  
Legal: None

**Recommended Action:**

Staff recommends execution of the 12-month lease option.

## **OPTION TO LEASE REAL PROPERTY**

As of February 9, 2021, Mojave Air and Space Port, a California Airport District ("District") and Newport Development, LLC., ("Optionee"), enter into this Option to Lease Real Property ("Option Agreement") and agree as follows:

1. District grants to Optionee an option (the "Option") to lease 217,800 square feet (5 acres) of real property located at Mojave Airport in the County of Kern, California (the "Land"), as more particularly described on Exhibit "A" attached hereto. Engineering, surveying, and/or site planning shall be conducted to determine the precise legal description of the Land subject to this Option Agreement, the cost of which shall be borne by the parties equally.

2. The Option term ("Term") shall commence on the February 17, 2021 and shall expire at 12:00 p.m. on February 16, 2022.

3. Optionee shall pay a non-refundable fee for this Option of \$10,890.00. This fee will be applied to the first month's payable rent if a lease in substantially the form shown on Exhibit "B" ("Lease") is executed before the termination date of this Option. This fee is forfeited if the Option is not exercised while in effect.

4. This Option Agreement is exclusive and non-assignable, except that Optionee may assign the Option Agreement to an Affiliate (as defined below). Any other assignment, delegation, transfer or conveyance of this Option without District's express written permission, such permission not to be unreasonably withheld, is void. "Affiliate" means any corporation or other entity which controls, is controlled by or is under common control with Optionee, or to any corporation or other entity in connection with a merger, consolidation or reorganization involving Optionee or any aforementioned Affiliate of Optionee, or any person or entity which acquires substantially all the assets of Optionee or any Affiliate of Optionee, provided that such assignee assumes in writing the obligations of Optionee or its Affiliate under this Option Agreement, and the assignor remains liable under this Option Agreement.

5. Optionee may exercise this Option only by delivering written notice to District, attention: General Manager, at 1434 Flightline, Mojave, California 93501. Within two (2) business days of execution of the Option, the parties shall execute the Lease.

6. Optionee may enter the Land at reasonable times for the purpose of surveying, investigation, planning, geotechnical boring and other reasonable purposes related to this Option. Optionee shall not begin construction until a Lease is executed with the District.

7. Optionee's use of the Land shall be conditioned upon Optionee, at its sole cost and expense: (a) obtaining Project Approvals (as defined below), if and as required, from appropriate government agencies with respect to such use; and (b) complying with law, rule or regulation,

and restrictions recorded in any official or public records with respect to the Land or any portion thereof, each as currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to the Land.

8. Prior to Optionee proceeding further with respect to developing the Project, or submitting to any governmental entity or agency, any development or construction drawings or specifications, including any total concept drawings and schematic design drawings, preliminary design drawings (collectively and individually "Plans") or other documentation with respect to the proposed development or required by any governmental entity for any of the Project Approvals, Optionee may submit them to District for its approval. Any approval under this Option Agreement shall be deemed an approval under the Lease. Optionee acknowledges and agrees that the review by District imposes no duty or obligation on District to note or correct errors of any kind or description, and Optionee releases District from and waives any claim against District for any liability respecting the same.

9. District warrants that the Land is free of encumbrances, reservations, restrictions and other matters that may affect the site development or longer term occupation of the site, except those of record.

10. If Optionee does not exercise this Option, it shall repair and restore any damage or casualty to the Land arising from its entry upon or use of the Land. Optionee shall not permit to exist or otherwise allow to be enforced against the Land stop notices, mechanics, material men's, contractors' or other liens arising out of the acts or omissions of Optionee.

11. Optionee shall indemnify, defend and hold harmless District and its officers, directors, agents, representatives, and employees from and against all liabilities, claims, damages, losses and expenses arising out of Optionee's entry upon or use of the Land.

12. Prior to entry onto the Land, and at all times during the Term of this Option to Lease, Optionee shall procure and maintain Commercial General Liability Insurance to protect against Bodily Injury and Property Damage, Products / Completed Operations, Personal & Advertising Injury, and Fire Legal Liability for damages and accidents arising out of Optionee's operations in, out of, and around the Land, for a minimum amount of One Million Dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage each occurrence and Three Million Dollars (\$3,000,000) in the aggregate and District its directors, officers, employees and agents shall be named as an additional insured.

13. Any modification to this Option must be made in writing signed by both parties.

14. This Option constitutes the final, entire agreement between Optionee and District relating to the subject matter hereof. The parties have made no further promises of any kind to one another, nor have they reached any other understandings, either written or oral. Subject to the provisions of Paragraph 4 above, this Agreement is binding upon and shall inure to the benefit of the successors and assigns of each party

15. The parties had opportunity to seek, advice from legal, tax and technical expertise professionals of their own selection concerning this contract prior to signing.

16. This Option Agreement was drafted by Optionee and the District, and shall not be interpreted in favor of or against either party.

17. This Option shall be construed according to the laws of the State of California. The parties agree the venue for any dispute regarding this Option shall be Kern County, California.

18. In any legal action or proceeding arising from or related to this Option, the prevailing party shall be entitled to attorney fees, expenses and costs, including those incurred on appeal and in the collection of a judgment.

Mojave Air and Space Port

Newport Development, LLC

By \_\_\_\_\_

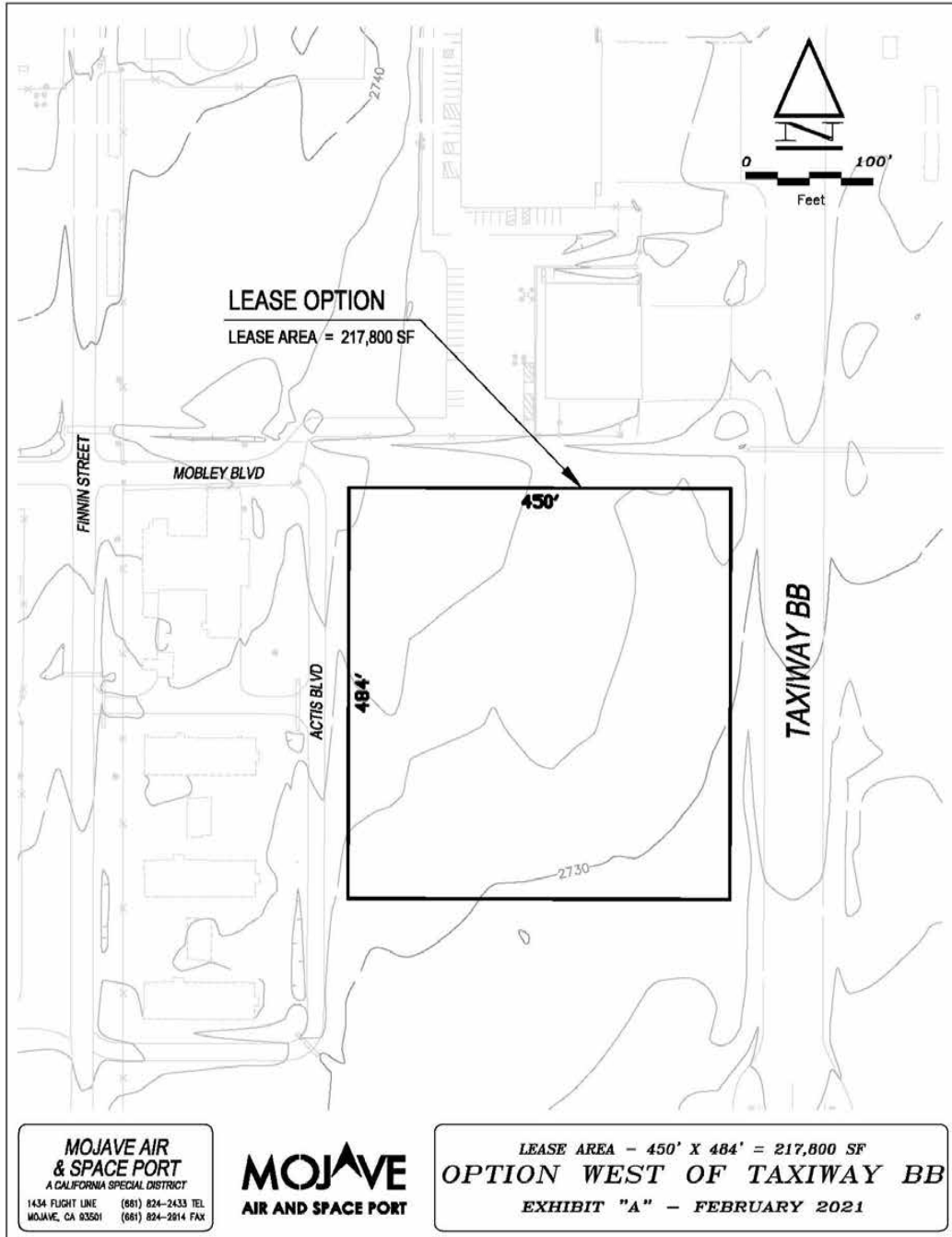
By \_\_\_\_\_

David Evans, CEO  
MASP  
1434 Flightline  
Mojave, CA 93501  
Ph: 661-824-2433  
[www.mojaveairport.com](http://www.mojaveairport.com)

Bridgett Duncan  
Newport Development, LLC.  
1400 Quail St., #100  
Newport Beach, CA 92660  
Ph: 949-616-8969  
bridgett@clearsunpower.com

EXHIBIT "A"

DESCRIPTION OF PROPERTY



**MOJAVE AIR & SPACE PORT**  
A CALIFORNIA SPECIAL DISTRICT  
1434 FLIGHT LINE (661) 824-2433 TEL  
MOJAVE, CA 93501 (661) 824-2914 FAX

**MOJAVE**  
AIR AND SPACE PORT

LEASE AREA - 450' X 484' = 217,800 SF  
**OPTION WEST OF TAXIWAY BB**  
EXHIBIT "A" - FEBRUARY 2021

EXHIBIT "B"

LEASE AGREEMENT

**Lease for Unimproved Land**

THIS LEASE ("Lease") is entered into as of Date ("Effective Date") by Mojave Air and Space Port, a California Airport District ("Landlord") and \_\_\_\_\_ ("Tenant").

**BASIC LEASE PROVISIONS**

**Landlord:** Mojave Air and Space Port

**Tenant:** \_\_\_\_\_

**Rental Commencement Date:**

**Premises:** \_\_\_\_\_, as more specifically described on Exhibit A-1 and shown on Exhibit A-2 attached hereto.

**Rentable area:** Approximately \_\_\_\_\_.

**Lease term:**

Basic Term: \_\_\_\_\_ years, computed from the first day of the first calendar month on or after the Rental Commencement Date.

Renewal Term: \_\_\_\_\_, exercisable pursuant to Section 22.17.

**Annual Rental:**

<u>Year(s)</u>	<u>Monthly Rental</u>	<u>Annual Rental</u>
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On \_\_\_\_\_, and each year thereafter, including during the Renewal Term, if any, Annual Rental shall be adjusted in accordance with Section 4.2.

**Use of Premises:** The Premises shall be occupied and used Tenant for the sole purpose of \_\_\_\_\_, and for no other use or purpose.

**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.

**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.

**Addresses for notices and rent payment:**

Landlord:  
Mojave Air and Space Port  
Attn: Director of Business Development  
1434 Flightline Mojave, CA 93501

Tenant:

**Exhibits:**

- Exhibit A-1      Legal Description of Premises**
- Exhibit A-2      Map showing Premises**
- Exhibit B        Hazardous Material Disclosure**

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.

**ADDITIONAL DEFINITIONS**

**ADDITIONAL RENTAL.** The term 'Additional Rental' as used in this Lease shall mean every payment described in this Lease, including without limitation a security fee and late fees, which is required to be paid by Tenant to Landlord other than the Annual Rental.

**ADJUSTMENT DATE.** The term 'Adjustment Date' as used in this Lease shall be used to mean each anniversary of the Rental Commencement Date during the Lease Term, including any Renewal Term(s).

**ALTERATIONS.** The term 'Alterations' as used in this Lease shall mean any addition, modification, improvements, or other alteration of the Premises made by Tenant.

**INDEX.** The term 'Index' as used in this Lease shall mean the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Los Angeles / Riverside / Orange County Area. If at any time the Index should not exist in the format recited herein, Landlord shall substitute any official index published by the Bureau of Labor Statistics, or successor or similar governmental agency, as may then be in existence and shall, in Landlord's opinion, be most nearly equivalent thereto.

**LANDLORD'S WORK.** None.

**RENTAL.** The term 'Rental' or 'Rent' as used in this Lease shall mean the total of all payments described in this Lease which is required to be paid by Tenant to Landlord, including but not limited to the Annual Rental and Additional Rental.

**TENANT'S WORK.**

**TERM OR LEASE TERM.** The term 'Term' or 'Lease Term' shall refer to the term of this Lease, as

specified in the Basic Lease Provisions, together with any renewals or extensions thereof.

**PREMISES**

**PREMISES.** Landlord leases to Tenant and Tenant leases from Landlord for the Term, at the Rental and upon the covenants and conditions set forth in this Lease, the Premises described in the Basic Lease Provisions. Tenant acknowledges that, prior to execution of this Lease, Tenant has had the opportunity to inspect the Premises and, by its execution of this Lease, Tenant hereby accepts the Premises in an 'as-is' condition. Tenant acknowledges that it shall have no right of control, regulation, approval or disapproval with respect to the use or development of any portion of Mojave Airport which is not included in the Premises. Tenant acknowledges that this Lease is subordinate and subject to all encumbrances, reservations, restrictions and other matters affecting the Premises or the use or occupancy thereof, in effect on the execution of this Lease or thereafter promulgated.

**RESERVATION.** Landlord reserves the right to use the plenum in, above and below the Premises for the installation, maintenance, use and replacement of pipes, conduits, wires, alarm lines, fire protection lines and systems, electric power, telephone and communication lines and systems, sanitary sewer lines and systems, gas lines and systems, water lines and systems, and structural elements serving the Mojave Airport and for such other purposes as Landlord deems necessary.

**RENTAL**

**ANNUAL RENTAL.** Tenant agrees to pay as rental for the use and occupancy of the Premises the Annual Rental specified in the Basic Lease Provisions, in the monthly installments so specified, in advance, on or before the first day of each month, without prior demand, offset or deduction. Should the Commencement Date be a day other than the first day of a calendar month, then the monthly installment of Annual Rental for the first fractional month shall be

equal to one-thirtieth (1/30th) of the monthly installment of Annual Rental for each day from the Commencement Date to the end of the partial month. Such amount shall be payable on the Rental Commencement Date.

**ADJUSTMENT TO ANNUAL RENTAL.** The Annual Rental shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's first Adjustment Date of \_\_\_\_\_. Adjustments, if any, shall be based upon increases, if any, in the Consumer Price Index, All Urban Consumers, All Items, Not Seasonally Adjusted (1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics, for Los Angeles/Riverside/Orange County Area ("Index"). The Index in publication three (3) months immediately before the commencement of the term of this Lease shall be the "Base Index." The Index in publication three (3) months immediately before the then Adjustment Date shall be the "Comparison Index." As of each Adjustment Date, the Rent payable during the ensuing twelve-month period shall be increased by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the Rent for the ensuing twelve-month period shall remain unchanged. When the Rent payable as of each Adjustment Date is determined, Landlord shall promptly give Tenant written notice of such adjusted Rent and the manner in which it was computed. The adjusted Rent shall become the new "Annual Rental".

**PLACE OF PAYMENT.** Tenant shall pay Annual Rental and Additional Rental to Landlord at the address specified in the Basic Lease Provisions or to such other address and/or person as Landlord may from time to time designate in writing to Tenant.

**LATE PAYMENTS.** Tenant acknowledges that the late payment of any installment of Annual Rental will cause Landlord to incur certain costs and expenses not contemplated under this Lease, the exact amount of which are extremely difficult or impractical to fix. These costs and expenses will include, without limitation, administrative and collection costs and processing and accounting expenses. Therefore, as provided in Section 1.10 of the Basic Lease Provisions above, if any monthly installment of Annual Rent or Additional Rent is not paid by the first day of the month it is due, then Tenant shall pay to Landlord interest at the rate of 1.5% per month on

such delinquent installment through the date of its payment. Landlord and Tenant agree that such interest represents a reasonable estimate of the costs and expenses and is fair compensation to Landlord for its loss suffered by the nonpayment by Tenant. Unless otherwise provided herein, payments of Additional Rental, if any, shall be due at the same time as the next installment of Annual Rent.

### **SECURITY DEPOSIT**

The Tenant shall not be obligated to pay any security deposit or provide any other security under this Lease. **\*\*\*DEPOSIT BASED ON CREDIT REPORT SCORE\*\*\***

### **COMMON AREA**

**USE OF COMMON AREA.** The use and occupancy by Tenant of the Premises shall include the non-exclusive use of the Common Area (except areas used in the maintenance or operation of the Mojave Airport) in common with Landlord and other tenants of Mojave Airport and their invitees. Any such use shall be subject to the Rules and Regulations of Mojave Airport concerning the use of the Common Area, established by Landlord from time to time.

**CONTROL OF AND CHANGES TO COMMON AREA.** Landlord shall have the sole and exclusive control of the Common Area, as well as the right to make changes to the Common Area. Landlord's rights shall include, but not be limited to, the right to (a) restrain the use of the Common Area by unauthorized persons; (b) temporarily close any portion of the Common Area for repairs, improvements or alterations or for any other reason deemed sufficient in Landlord's judgment; and (c) change the shape and size of the Common Area, add, eliminate or change the location of improvements to the Common Area, including, without limitation, buildings, parking areas, roadways and curb cuts, and construct buildings on the Common Area. Landlord may determine the nature, size and extent of the Common Area and whether portions of the same shall be surface, underground or multiple-deck, as well as make changes to the Common Area from time to time which in its opinion are deemed desirable for the Mojave Airport.

**EMPLOYEE PARKING.** Landlord may designate what portions of the Common Area, if any, shall be used for automobile or other parking by Tenants and their employees, subtenants and licensees. Tenant



shall require its employees, subtenants and licensees to park in such designated areas.

### **TAXES**

**TAXES.** Revenue and Taxation Code section 107, *et seq.*, impose a tax on possessory interests created in tax-exempt property. Tenant shall pay a possessory interest tax if the tax is assessed. Tenant shall also pay assessments levied by any public taxing jurisdiction arising out of the construction, reconstruction, maintenance or improvement of public improvements benefiting the premises.

### **UTILITIES**

**UTILITY SERVICES AND CHARGES.** Tenant agrees to make all arrangements for and to pay directly to the appropriate utility company all charges for utility services, including, without limitation, all utility hook-up connection charges, fees and taxes, supplied to Tenant for Tenant's use in or about the Premises including, but not limited to, gas, electricity, water, telephone and trash collection.

**WAIVER OF LIABILITY.** The failure or interruption of any utility or service shall neither render Landlord liable in damages nor otherwise entitle Tenant to terminate this Lease or discontinue making payments of Annual Rental or Additional Rental.

**TENANT'S NONPAYMENT.** If Tenant fails to pay any charges referred to in this Article when due, Landlord may pay the charge, and Tenant agrees to reimburse Landlord for any amount paid by Landlord plus interest thereon at the rate which is the lesser of 1.5% per month or the maximum rate allowed by law.

### **INSURANCE**

**TENANT'S INSURANCE.** As of the Rental Commencement Date and continuing during the Term, Tenant shall, at its sole cost and expense, procure, pay for and keep in full force and effect the following types of insurance, in at least the amounts and in the form specified below:

General Liability Insurance. Tenant shall procure and maintain during the term of this Lease and any extensions, Commercial General Liability Insurance to protect against Bodily Injury and Property Damage, Products / Completed Operations, Personal & Advertising Injury, and Fire Legal

Liability, for damages and accidents arising out of Tenant's business operations in, out of, and around the Leased Premises, for a minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage each occurrence and \$3,000,000.00 in the aggregate.

Tenant's Improvements. If Tenant makes Alterations to the Premises, Tenant shall procure and maintain insurance covering the Alterations located on the Premises and owned by Tenant, Alterations permitted by this Lease, trade fixtures, merchandise, and personal property from time to time in, on or about the Premises, in an amount not less than their full replacement value, providing protection against any peril included within the classification Fire and Extended Coverage, sprinkler damage, vandalism, malicious mischief, and such other additional perils as may be covered in an "all risk" standard insurance policy. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions on destruction contained within this Lease. In addition, comprehensive boiler and machinery coverage shall be obtained on all heating, air conditioning and ventilation equipment, electrical, mechanical and other such systems serving the Premises in an amount not less than the full replacement value of such equipment, systems and improvements.

Special Form Property Insurance. Any insurance policies deemed necessary by Landlord with regard to Tenant's or Tenants' contractors' construction of Alterations allowed by this Lease, including, but not limited to, contingent liability and "all risk" builders risk insurance, in amounts acceptable to Landlord.

Pollution Legal Liability. Tenant shall procure and maintain during the term of this Lease and any extensions, Pollution Legal Liability / Environmental Liability Insurance to protect against third party property damage / bodily injury and clean up of contaminants, for a minimum limit of \$1,000,000.

**POLICY FORM.** All policies of insurance provided for herein shall be issued by insurance companies with a financial rating acceptable to Landlord. All such liability policies shall name Landlord, its directors, officers and employees as an additional named insured and shall be for the mutual and joint benefit and protection of Landlord and Tenant. Certificates thereof shall be delivered to Landlord prior to Tenant, its agents or employees, entering the

Premises for any purpose. Thereafter, executed copies of renewal certificates shall be delivered to Landlord within ten (10) days prior to the expiration of the term of each policy. All public liability, property damage and other casualty policies shall be written as primary policies and any insurance carried by Landlord shall not be contributing with such policies.

**INCREASED PREMIUMS DUE TO USE OF PREMISES.** Tenant shall not do any act in or about the Premises which will tend to increase the insurance rates upon the building of which the Premises are a part. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for insurance resulting from Tenant's use of the Premises, whether or not Landlord shall have consented to the act on the part of Tenant.

**INDEMNIFICATION.** To the fullest extent permitted by law, Tenant covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons, or damage to property of Tenant or any other person occurring from and after the Effective Date of this Lease (or such earlier date if Tenant is given earlier access to the Premises), from any cause whatsoever related to the use, occupancy or employment of the Premises by Tenant or any person thereon or holding under Tenant or to any default by Tenant under this Lease, and Tenant shall indemnify, protect, defend and save Landlord harmless from all liability whatsoever on account of any real or alleged damage or injury and from liens, claims, damages, costs, expenses and demands related to the use of the Premises and its facilities, or any repairs, alterations or improvements which Tenant may make or cause to be made upon the Premises or arising from any default by Tenant under this Lease, but Tenant shall not be liable for damage or injury ultimately determined to be caused by the gross negligence or willful misconduct of Landlord or its designated agents, servants or employees. This obligation to indemnify shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities incurred by Landlord or its counsel from the first notice that any claim or demand is to be made or may be made.

**FAILURE BY TENANT TO MAINTAIN INSURANCE.** If Tenant refuses or neglects to satisfy its obligation to maintain insurance policies complying with the provisions of this Article, Landlord may, but shall not be obligated to, secure such insurance policies and Tenant shall pay upon demand the cost of same to Landlord, plus interest at

the rate at which is the lesser of 1.5% per month or the maximum rate allowed by law, as Additional Rental. Notwithstanding anything to the contrary, Tenant may satisfy its obligation under this Lease to maintain any insurance policy or insurance policies with a blanket policy or blanket policies maintained by Tenant or any of its parents or affiliates or with self insurance by Tenant or any of its parents or affiliates.

## TENANT'S CONDUCT OF BUSINESS

### USE AND PROHIBITIONS ON USE.

Compliance with Laws, Rules and Regulations. Tenant shall comply with the all rules, regulations and laws concerning the Premises or Tenant's use of the Premises, including, without limitation, the obligation at Tenant's cost to alter, maintain, or restore the Premises in compliance and conformity with all laws, rules, and regulations relating to the condition, use, or occupancy of the Premises during the term.

No Nuisance. Tenant shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance.

No Auctions. No auction or distress, liquidation, going out of business, fire or bankruptcy sale may be conducted on the Premises without Landlord's prior written consent.

Hazardous Materials. Tenant shall not engage in any activity on or about the Premises that violates any Environmental Law (as defined below), and shall promptly at Tenant's sole cost and expense, take all investigatory and/or remedial action reasonably ordered or required by any government agency or landlord for clean-up and removal required by Environmental Laws applicable to commercial and industrial properties, of any contamination involving any Hazardous Materials (as defined below) created, caused directly or materially contributed to by Tenant. The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the Premises, including without limitation, the following:

Federal. Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA" or "Superfund"), as amended by the Superfund Amendments and Reauthorization Act of

1986 ("SARA"), 42 U.S.C. § 9601 et seq.; Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 et seq.; Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq.; Clean Air Act ("CAA"), 42 U.S.C. § 78401 et seq.; Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; The Refuse Act of 1899, 33 U.S.C. § 407; Occupational Safety and Health Act ("OSHA"), 29 U.S.C. § 651 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) and the Environmental Protection Agency Table (40 CFR Part 302 and amendments thereto);

California. Carpenter-Presley-Tanner Hazardous Substance Account Act ("California Superfund"), Cal. Health & Safety Code § 25300 et seq.; California Hazardous Waste Control Act, Cal. Health & Safety Code Sections 25100 et seq.; Porter-Cologne Water Quality Control Act ("Porter-Cologne Act"), Cal. Water Code § 13000 et seq.; Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code § 25220 et seq.; Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), Cal. Health & Safety Code § 25249.5 et seq.; Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code § 25280 et seq.; California Hazardous Substance Act, Cal. Health & Safety Code § 28740 et seq.; Air Resources Law, Cal. Health & Safety Code § 39000 et seq.; Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code § § 25500-25541; Toxic Pits Cleanup Act of 1984 ("TPCA"), Cal. Health & Safety Code § § 25208-25208.17;

(c) Other Laws and Regulations.

All other regulations promulgated pursuant to said foregoing laws or any amendments or replacement thereof, provided such amendments or replacements shall in no way limit the original scope and/or definition of Hazardous Materials defined herein as of the Effective Date of this Lease.

The term "Hazardous Materials" includes, without limitation, any material or substance which is (a) defined or listed as a "hazardous waste", "extremely hazardous waste", "restrictive hazardous

waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under the Environmental Laws; (b) petroleum or a petroleum product or fraction thereof; (c) asbestos; (d) polychlorinated biphenyl; (e) flammable explosives; (f) urea formaldehyde; and/or (g) substances known by the State of California to cause cancer and/or reproductive toxicity. It is the intent of the parties hereto to construe the terms "Hazardous Materials" and "Environmental Laws" in their broadest sense. Tenant shall provide prompt written notice to Landlord of the existence of Hazardous Materials on the Premises and all notices of violation of the Environmental Laws received by Tenant. Tenant shall not bring onto, create or dispose of, in or about the Premises, including but not limited to its sewage or storm drain systems, any Hazardous Materials, except those Hazardous Materials reasonably necessary for the conduct of its business.

Disclosure and Warning Obligations.

Tenant shall also comply with all laws, ordinances and regulations regarding the disclosure of the presence or danger of Hazardous Materials, including without limitation Kern County's Hazardous Materials Disclosure Program. In the event Kern County discontinues, repeals or modifies this Program, Landlord reserves the right to implement and require its own hazardous materials disclosure program for all tenants at Mojave Airport, as applicable.

Indemnification. Tenant shall indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold Landlord and each of Landlord's officers, directors, partners, employees, agents, attorneys, successors and assigns (collectively, the "Indemnitees") free and harmless from and against any and all claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including attorneys' fees and costs) for death or injury to any person or damage to any property whatsoever (including water tables and atmosphere) ("Claims") arising or resulting in whole or in part, directly or indirectly, from the presence or discharge of Hazardous Materials, in, on, under, upon or from the Premises or the improvements located thereon or from the transportation or disposal of Hazardous Materials to or from the Premises to the extent caused by Tenant. This section is in addition to the provisions of Section 9.4

Assignment and Subletting. If (i) any anticipated use of the Premises by any proposed assignee or subtenant involves the generation, storage, use, treatment or disposal of Hazardous

Materials, or (ii) the proposed assignee or sublessee has been required by any prior landlord, lender or governmental authority to take remedial action in connection with Hazardous Materials contaminating a property and the contamination resulted from such party's action or use of the property in question, it shall not be unreasonable for Landlord to withhold its consent to an assignment or subletting to such proposed assignee or sublessee. Landlord may require that the proposed assignee or sublessee provide information and/or a certification executed by an authorized corporate officer with respect to the foregoing matters.

**COVENANTS REGARDING OPERATION.**

Tenant shall: (a) comply with the Rules and Regulations of Landlord, available at Mojave Airport's administrative office, as such may be amended from time to time; (b) secure and maintain a business license and all other applicable governmental approvals; and (c) keep the Premises and interior and exterior portions of windows, doors and all other glass fixtures in a neat, clean, sanitary and safe conditions.

**ADVERTISING MEDIA.** Tenant shall not affix upon the Premises any sign, advertising placard, name, insignia, trademark, descriptive material or other like item unless approved in writing by Landlord in advance. All of Tenant's signage shall comply with Mojave Airport's applicable rules and regulations. Tenant shall maintain its signage in good condition and repair during the Lease Term.

**MAINTENANCE, REPAIRS AND ALTERATIONS**

**LANDLORD'S MAINTENANCE OBLIGATIONS.** None.

**LANDLORD'S RIGHT OF ENTRY.** Landlord, its agents, contractors, servants and employees, may enter the Premises at all reasonable times to: (a) examine the Premises; (b) perform any obligation to, or exercise any right or remedy of, Landlord under this Lease; (c) make repairs, alterations, improvements or additions to the Premises or to other portions of the Mojave Airport as Landlord deems necessary or desirable; (d) perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter; (e) serve, post or keep posted any notices required or allowed under the provisions of this Lease, including, but not limited to, notices of non-responsibility for Alterations, and (f) perform work that Landlord deems necessary to prevent waste or deterioration in

connection with the Premises. Tenant shall not be entitled to an abatement or reduction of Annual Rental or Additional Rental if Landlord exercises any rights reserved in this Section. Landlord shall conduct its activities on the Premises hereunder in a manner that will minimize any inconvenience, annoyance or disturbance to Tenant. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises as provided in this Section, except damages resulting from the grossly negligent, reckless or willful acts or omissions of Landlord, or its authored representatives.

**TENANT'S MAINTENANCE OBLIGATIONS.**

Tenant, at its sole expense, throughout the Lease Term, shall keep the Premises and every part thereof in a first-class order, condition, and repair, and shall make replacements necessary to keep the Premises in this condition. Should Tenant fail to make, or commence making, these repairs and replacements or otherwise maintain the Premises within thirty (30) days after written demand by Landlord, or should Tenant commence but fail to complete any repairs or replacements within a reasonable time after written demand by Landlord, Landlord may make the repairs or replacements, and Tenant shall pay the cost of such repairs and replacement, together with interest at the rate which is the lesser of 1.5% per month or the maximum rate allowed by law from the date of commencement of the work, as Additional Rental upon receipt of a bill from Landlord. Tenant shall repair promptly at its expense any damage to the Mojave Airport caused by Tenant or its agents or employees or caused by the installation or removal of Tenant's personal property.

**MECHANIC'S LIENS.** Tenant shall pay all costs for work performed by or on account of it and keep the Premises and the Mojave Airport free and clear of mechanics' liens or other liens. Tenant shall give Landlord immediate notice of any lien filed against the Premises or against the Mojave Airport if related to work performed by it or for it. Upon Landlord's request, Tenant shall immediately remove of record any lien by payment or by recording an appropriate bond. If a final judgment is entered establishing the validity of any lien which has not been removed of record, Tenant shall immediately pay the judgment. If Tenant fails to pay the judgment within thirty (30) days of its entry, Landlord may pay the judgment on Tenant's account. If Tenant fails to remove of record any lien by recording any appropriate bond, Landlord, at its option and without waiving any of its other legal remedies at law or in equity, may pay the

lien. In either event, the amount so paid by Landlord, together with costs and reasonable attorneys' fees, shall be immediately due and owing from Tenant to Landlord.

#### **ASSIGNMENT AND SUBLETTING**

**NO ASSIGNMENT.** Tenant shall not, without the prior written consent of Landlord, assign, mortgage, pledge or in any matter transfer this Lease or any interest herein, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. If Tenant is a partnership, any change in the makeup of the partnership, whether voluntary or involuntary, which results in an ownership interest in the partnership of more than fifty (50%) percent being held by parties who were not partners as of the commencement of this Lease, or the dissolution of the partnership, shall be deemed an assignment. If Tenant is a corporation, any dissolution, merger, consolidation, or other reorganization of Tenant, or any sale or transfer of stock in the corporation which results in more than fifty (50%) percent of the total combined voting power of all classes of stock being held by persons or entities who were not shareholders as of the commencement date of this Lease, shall be deemed an assignment. Any of the foregoing acts without Landlord's consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the prior written consent of Landlord.

**PERMISSIBLE TRANSFERS.** Notwithstanding the provisions of Section 12.1, above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation or other entity which controls, is controlled by or is under common control with Tenant ("Affiliate of Tenant"), or to any corporation or other entity in connection with a merger, consolidation or reorganization involving Tenant or any Affiliate of Tenant, or to any person or entity which acquires substantially all the assets of Tenant or any Affiliate of Tenant, provided that (a) any assignee assumes, in full, the obligations of Tenant under this Lease pursuant to an assignment agreement in a form acceptable to Landlord, (b) Tenant remains fully liable under this Lease, (c) any guarantor of this Lease continues to guaranty the obligations under this Lease, and (d) the use of the Premises set forth in the Basic Lease Provisions remains unchanged. Notwithstanding anything to the contrary, this Lease shall not prohibit any issuance,

transfer, redemption or similar transaction related to any ownership interest in any Affiliate of Tenant whose ownership interests are publicly traded.

**NO RELEASE.** No subletting or assignment shall release Tenant from Tenant's obligation under this Lease or alter the primary liability of Tenant to pay the Annual Rent and Additional Rental and to perform all other obligations to be performed by Tenant hereunder. The acceptance of any monetary sums by Landlord from any other person shall not be deemed to be waiver by Landlord of any provision hereof. Consent to one assignment or subletting is not consent to subsequent assignments or subsequent subleases. In the event of a default in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, sublessee or successor. Landlord may consent to subsequent assignments of the Lease or subletting or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and any such actions shall not relieve Tenant of liability under this Lease.

#### **DAMAGE**

**CASUALTY.** If the Premises are damaged by fire or other perils, then the Tenant may continue the Lease or terminate the Lease by written notice to Landlord.

**DISTRIBUTION OF PROCEEDS.** In the event of the termination of this Lease pursuant to this Article, all proceeds from Tenant's Fire and Extended Coverage insurance under Article 9 and covering Tenant's leasehold improvements, but excluding proceeds for trade fixtures, merchandise, signs and other personal property, shall belong to and shall be disbursed and paid directly to Tenant. Upon Tenant's receipt of such insurance proceeds, Tenant shall pay to Landlord a pro rata share of such insurance proceeds (excluding proceeds for trade fixtures, merchandise, signs and other personal property) in an amount equal to the amount of such insurance proceeds (excluding proceeds for trade fixtures, merchandise, signs and other personal property) multiplied by a fraction, the numerator of which is the number of months then remaining under the then current Basic Term or Renewal Term of the Lease and the denominator of which is the total number of months of the then current Basic Term or Renewal Term of the Lease.

**WAIVER OF TERMINATION.** Tenant reserves any statutory rights of termination which may arise because of any partial or total destruction of the Premises.

#### **EMINENT DOMAIN**

**TAKING.** The term "Taking" as used in this Article shall mean an appropriation or taking under the power of eminent domain by any public or quasi-public authority or a voluntary sale or conveyance in lieu of condemnation but under threat of condemnation.

**TOTAL TAKING.** In the event of a Taking of the entire Premises, this Lease shall terminate and expire as of the date possession is delivered to the condemning authority, and Landlord and Tenant shall each be released from any liability accruing pursuant to this Lease after the date of termination.

**PARTIAL TAKING.** If there is a Taking of more than twenty-five (25%) of the Rentable Area of the Premises or, regardless of the amount taken, the remainder of the Premises is not one undivided parcel of property, either Landlord or Tenant may terminate this Lease as of the date Tenant is required to vacate a portion of the Premises upon giving notice in writing of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that a portion of the Premises have been so appropriated or taken.

**MOJAVE AIRPORT TAKING.** In the event of a Taking of more than 30% of the Mojave Airport other than the Premises, Landlord may terminate this Lease upon thirty (30) days advance written notice to Tenant.

**TERMINATION OF LEASE.** If this Lease is terminated as provided above, Landlord shall be entitled to the entire award or compensation in such condemnation proceedings, or settlement in lieu thereof, but the Annual Rental and Additional Rental for the last month of Tenant's occupancy shall be prorated and Landlord shall refund to Tenant any unearned portion of Annual Rental and Additional Rental paid in advance.

**CONTINUATION OF LEASE.** In the event neither Landlord nor Tenant elects to terminate this Lease as provided above, or in the event less than twenty-five percent (25%) of the Rentable Area of the Premises was subject to the Taking and the remainder thereof is an undivided parcel of property, then in either such event the Tenant shall continue to

occupy the portion of the Premises which was not the subject of the Taking and the following provisions shall apply: (a) to the extent reasonably possible, Landlord will restore the Premises on the land remaining to a complete unit of like quality and character as existed prior to such appropriation or Taking provided, however, that Landlord shall have no obligation to expend funds for such purpose beyond the amount awarded to Landlord by reason of the Taking; (b) the Annual Rental shall be reduced in proportion to the percentage decrease, if any, in the Rentable Area of the Premises by reason of the Taking; and (c) Landlord shall be entitled to receive the entire award for compensation in such proceedings. Tenant hereby waives any statutory rights of termination that may arise because of any partial Taking of the Premises under the power of eminent domain.

#### **DEFAULTS**

**EVENTS OF DEFAULT.** The occurrence of one or more of the following events shall constitute a default by Tenant under this Lease.

Failing or refusing to pay any amount of Annual Rental, Additional Rental, or any other monetary obligation owing by Tenant to Landlord hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant. Any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161;

The failure by Tenant to observe or perform any other express or implied covenants, obligations or conditions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant. Any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161. If the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure to completion;

The vacation or abandonment of the Premises by Tenant. Abandonment is herein defined to include, but is not limited to, any absence by Tenant from the Premises for thirty (30) days or longer; and/or

The making by Tenant of any general assignment for the benefit of creditors; or should there be filed by or against Tenant a petition to have Tenant adjudged a bankrupt or petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed, or Tenant has commenced efforts to have the same dismissed, within thirty (30) days); or should an appointed trustee or receiver take possession of substantially all of Tenant's assets located at the Premises, or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or should substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease have been attached or judicially seized, where the seizure is not discharged within thirty (30) days.

**REMEDIES UPON DEFAULT.** Upon the occurrence of one or more of the foregoing events of default, and in addition to any other rights or remedies of Landlord provided by law or otherwise, without further notice or demand of any kind to Tenant or any other person, Landlord may: (a) without declaring this Lease terminated, re-enter the Premises and occupy the whole or any part thereof for and on account of Tenant; collect any unpaid rentals and other charges which have become payable, or which may thereafter become payable, and remove all persons and property from the Premises, and any such property so removed may be stored in a public warehouse or elsewhere at the cost of and for the account of Tenant; or (b) re-enter the Premises and elect to terminate this Lease and all of the rights of Tenant in or to the Premises. Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any Annual Rental, Additional Rental, or other charges later accruing, by any re-entry of the Premises, or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease. Landlord has the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations).

**ADDITIONAL REMEDIES UPON DEFAULT.** In addition to any rights or remedies hereinbefore or hereinafter conferred upon Landlord under the terms of this Lease, the following remedies and provisions shall specifically apply in the event Tenant engages in any one or more of the acts contemplated by the provisions of Section 15.1.4 of this Lease.

In all events, any receiver or trustee in bankruptcy shall either expressly assume or reject this Lease within sixty (60) days following the entry of an "Order for Relief" or within such earlier time as may be provided by applicable law;

In the event of an assumption of this Lease by a debtor or by a trustee, such debtor or trustee shall within fifteen (15) days after such assumption (i) cure any default or provide adequate assurance that defaults will be promptly cured; (ii) compensate Landlord for actual pecuniary loss or provide adequate assurance that compensation will be made for actual pecuniary loss, including, but not limited to, all attorneys' fees and costs incurred by Landlord resulting from any such proceedings; and (iii) provide adequate assurance of future performance;

Where a default exists under this Lease, the trustee or debtor assuming this Lease may not require Landlord to provide services or supplies incidental to this Lease before its assumption by such trustee or debtor, unless Landlord is compensated under the terms of this Lease for such services and supplies provided before the assumption of such Lease;

The debtor or trustee may only assign this Lease if (i) it is assumed, (ii) adequate assurance of future performance by the assignee is provided, whether or not there has been a default under this Lease, and (iii) the debtor or trustee has received Landlord's prior written consent pursuant to the provisions of Section 11.1 of this Lease. Any consideration paid by any assignee in excess of the rental reserved in this Lease shall be the sole property of, and paid to, Landlord;

Landlord shall be entitled to the fair market value for the Premises and the services provided by Landlord (but in no event less than the rental reserved in this Lease) subsequent to the commencement of a bankruptcy event;

Any security deposit given by Tenant to Landlord to secure the future performance by Tenant of all or any of the terms and conditions of this Lease shall be automatically transferred to Landlord upon the entry of an "Order of Relief"; and

The parties agree that Landlord is entitled to adequate assurance of future performance of the terms and provisions of this Lease in the event of an assignment under the provisions of the Bankruptcy Code. For purposes of any such assumption or assignment of this Lease, the parties agree that the

term "adequate assurance" shall include, without limitations, at least the following:

(A) Any proposed assignee must have, as demonstrated to Landlord's satisfaction, a net worth (as defined in accordance with generally accepted accounting principle consistently applied) in an amount sufficient to assure that the proposed assignee will have the resources to meet the financial responsibilities under this Lease, including the payment of all rent. The financial condition and resources of Tenant are material inducements to Landlord entering this Lease.

(B) Any proposed assignee must have engaged in the permitted use described in Article 5 hereof for at least five (5) years prior to any such proposed assignment.

(C) In entering into this Lease, Landlord considered extensively Tenant's permitted use and determined that such permitted business would add substantially to the Tenant balance in the Mojave Airport, and were it not for Tenant's agreement to operate only Tenant's permitted business on the Premises, Landlord would not have entered this Lease. Landlord's operation of the Mojave Airport will be materially impaired if a trustee in bankruptcy or any assignee of this Lease operates any business other than Tenant's permitted business.

(D) Any assumption of this Lease by a proposed assignee shall not adversely affect Landlord's relationship with any of the remaining tenants in the Mojave Airport taking into consideration any and all other "use" clauses and/or "exclusively" clauses which may then exist under their leases with Landlord.

(E) Any proposed assignee must not be engaged in any business or activity which it will conduct on the Premises and which will subject the Premises to contamination by any Hazardous Materials.

**TERMINATION OF LEASE.** Should Landlord elect to terminate this Lease pursuant to the provisions above, Landlord may recover from Tenant, as damages, the following: (a) the worth at the time of award of any unpaid rental which had been earned at the time of the termination; plus rental which had been earned at the time of the termination; plus (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award

exceeds the amount of rental loss Tenant proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; plus (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligation under this Lease or which ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in (i) retaking possession of the Premises, including reasonable attorneys' fees therefor, (ii) maintaining or preserving the Premises after any default, (iii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises, (iv) any leasing commission, or (v) any other costs necessary or appropriate to relet the Premises; plus (e) at Landlord's election, any other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of California. As used in Subsection (a) and (b) above, the "worth at the time of award" is computed by allowing interest at the maximum lawful rate. As used in Subsections (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank situated nearest to the location of the Mojave Airport at the time of award plus one percent (1%).

**WAIVER.** No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any default. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to, or approval of, any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

**DEFAULT BY LANDLORD.** Landlord shall in no event be charged with default in any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days



(or such additional time as is reasonably required to correct any such default) after written notice to Landlord by Tenant specifically describing such failure.

**LANDLORD'S RIGHT TO PERFORM.** If Tenant shall, after notice from Landlord, fail, within the time periods specified above, to make any payment required to be made by it under this Lease or shall default in the performance of any of Tenant's other obligations hereunder, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default and may charge Tenant for the reasonable cost thereof; provided, however, that, in the event that Tenant's failure to make such payment and/or remedy such default creates a condition which threatens imminent loss or damage to persons or property, notwithstanding the notice requirements of this Section, Landlord may make such payment and/or remedy such default to the extent necessary to avoid such emergency situation immediately and without notice to Tenant, but in such case Landlord shall, after its entry, give Tenant notice as soon thereafter as practicable, of the existence of such situation or condition and Landlord's intention or actions to remedy the same. Bills for any reasonable expense incurred by Landlord in connection therewith and for the payment of which Tenant is liable under this Section, including, without limitation, attorneys' fees and expenses (together with interest thereon at the rate which is the lesser of 1.5% per month or the maximum rate allowed by law from and including the respective dates of Landlord's making of each such payment or incurring each such expense), may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and shall be due and payable in accordance with the terms of said bills, and if not paid when due the amount thereof shall immediately become due and payable as Additional Rent under this Lease.

#### **EXCULPATION OF LANDLORD**

All property kept, stored or maintained on Tenant's Premises shall be so kept, stored or maintained at the sole risk of Tenant. Landlord shall not be liable and Tenant waives all claims against Landlord for damages to person or property sustained by Tenant or by any other person or firm resulting from the building in which the Premises are located or by reason of Tenant's Premises or any equipment located thereon becoming out of repair, or through the acts or omissions of any persons present in the Mojave Airport or renting or occupying any part of the Mojave Airport or for loss or damage resulting to

Tenant or its property from burst, stopped or leaking sewers, pipes, conduits or plumbing fixtures, or for interruption of any utility services, or from any failure of or defect in any electric line, circuit or facility or any other type of improvement or service on or furnished to Tenant's Premises or resulting from any accident in, on or about Tenant's Premises or the building in which the Premises are located.

#### **NOTICES**

Except as otherwise required by law, any notice, information, request or reply ("Notice") required or permitted to be given under the provisions of this Lease shall be in writing and shall be given or served either personally or by mail. If given or served by mail, such Notice shall be deemed sufficiently given if (a) deposited in the United States mail, certified mail, postage prepaid, or (b) sent by express mail, or other similar overnight service, provided proof of service is available, addressed to the addresses of the parties specified in the Basic Lease Provisions. Any Notice given or served by certified or overnight mail shall be deemed given or served as of the date of deposit. Either party may, by written notice to the other in the manner specified herein, specify an address within the United States for Notices in lieu of the address specified in the Basic Lease Provisions.

#### **MOJAVE AIRPORT EXPANSION**

At any time during the Lease Term, and from time to time, Landlord may expand, in any manner, the existing Mojave Airport, which expansion may include the addition of new buildings to the Mojave Airport. If Landlord deems it necessary for construction personnel to enter the Premises in order to construct such improvements, Landlord shall give Tenant no less than fifteen (15) days prior notice, and Tenant shall allow such entry. Landlord shall use reasonable efforts to complete the work affecting the Premises in an efficient manner so as not to interfere unreasonably with Tenants' business. Tenant shall not be entitled to any damages or to reduction in Annual Rental or Additional Rental for any interference or interruption of Tenant's business upon the Premises or for any inconvenience caused by such construction work. Landlord shall have the right to use a portion of the Premises to accommodate any structures required for the expansion. If, as a result of Landlord utilizing a portion of Premises for such purpose, there is a permanent increase or decrease in the Rentable Area of the Premises of one percent (1%) or more, there shall be a proportionate adjustment of Annual Rental and all other charges based on Rentable Area.

During construction, Tenant shall continue to pay Annual Rental and Additional Rental.

#### **END OF TERM**

**SURRENDER OF PREMISES.** Upon the expiration of the Lease Term, or upon earlier termination thereof through the exercise of any option to terminate the Lease Term hereof granted to Landlord, or upon the re-entry of Landlord upon the Premises as herein provided for in this Lease (collectively, the "Surrender Date"), Tenant shall peaceably and quietly leave and yield up unto Landlord the entire Premises in good order, condition and repair, excepting therefrom normal wear and tear. Notwithstanding the exercise by either party of any option contained herein to terminate this Lease, any unsatisfied obligations of either party accruing on or prior to the Surrender Date shall survive the Surrender Date by the provisions elsewhere contained in this Lease.

**HOLDING OVER.** This Lease shall terminate without further notice upon the expiration of the Lease Term, and should Tenant hold over in the Premises beyond this date, the holding over shall not constitute a renewal or an extension of this Lease or give Tenant any rights under this Lease. In such event, Landlord may, in its sole discretion, treat Tenant as a tenant at will, subject to all the terms and conditions in this Lease, except that the Annual Rental shall be an amount equal to one and one-half (1-1/2) times the sum of the Annual Rental and Additional Rental which was payable for the twelve (12) month period immediately preceding the expiration of the Lease. In the event Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify, protect, defend (with legal counsel reasonably acceptable to Landlord) and hold Landlord harmless from all loss and liability which may accrue therefrom, including, without limitation, any claims made by any succeeding tenant. Acceptance by Landlord of any Annual Rental or Additional Rental after the expiration or earlier termination of this Lease shall not constitute a consent to a hold over hereunder, constitute acceptance of Tenant as a tenant at will or result in a renewal of this Lease.

**REMOVAL OF PROPERTY.** Upon the Surrender Date, all Alterations, additions, fixtures, and improvements to the Premises shall become the exclusive property of Landlord, unless the Landlord requests Tenant to remove them. Tenant shall repair any damage to the Premises caused by such removal,

and all such property not so removed shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant. All property of Tenant not removed within thirty (30) days after the last day of the Lease Term shall be deemed abandoned. Tenant hereby appoints Landlord as its agent to remove, at Tenant's cost, all property of Tenant from the Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant and Landlord shall not be liable for any damage, theft, misappropriation or loss thereof or in any manner in respect thereto.

**SURVIVAL.** The provisions of this Article shall survive the Surrender Date.

#### **AERONAUTICAL RESTRICTIONS**

Landlord reserves a right of flight for the passage of aircraft in the air space above the surface of the Premises for the use and benefit of the public. This public right of flight shall include the right to cause noise inherent in the lawful operation of aircraft used for navigation or flight the air space or landing at, taking off from or operation on the Mojave Airport.

Tenant shall not erect or permit the erection of structures, buildings or objects of natural growth or other obstructions on the Premises above the height of 2,816 feet mean sea level elevation. If this covenant is breached, Landlord may enter on the Premises and remove the structure or growth, at the expense of Tenant.

Tenant shall not make use of the Premises in a manner that interferes with lawful air navigation and communication, the landing or taking off of aircraft from Mojave Airport, or otherwise constitute an airport hazard. If this covenant is breached, Landlord may re-enter the Premises and cause the abatement of such interference at the expense of Tenant.

Landlord may further develop or improve the landing area at Mojave Airport regardless of the desires or views of Tenant.

Landlord may, but shall not be obligated to, maintain and keep in repair, the landing area of the Mojave Airport and publicly owned facilities of the Airport, together with the right to direct and control activities of the Tenant in this regard. If the taxiways or runways at the Mojave Airport are wholly or partially rendered unfit for aeronautical use, or the Mojave Airport ceases to be operated as an airport, this Lease

may be terminated by Tenant, by giving at least thirty (30) days written notice.

Nothing herein contained in this lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

This Lease and all of the provisions hereof shall be subject to the rights reserved by the United States of America in and to the facilities of Mojave Airport. This Lease shall be subordinated to the provisions and requirements of any existing or future agreement between Landlord and the United States, relative to the use, development and operation or maintenance of Mojave Airport. This Lease is subject to the Quitclaim Deed between Landlord and the United States of America, dated November 6, 1972, and if the deed between Landlord and the United States of America shall terminate by action of the United States, or for other cause, this lease shall also terminate as of that date and Tenant shall have no other rights under the Lease.

Tenant shall comply with lawful ordinances of Kern County Land Use Planning Commission relating to height limits in the vicinity of Mojave Airport and to comply with the notification, review and other requirements of 49 C. F. R. Federal Air Regulations or other heights limits established by an entity having jurisdiction to established such limitations.

Tenant shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations if a future structure or building is planned by the Tenant for the Premises.

Tenant shall have the non-exclusive right to the use of the runways and taxiways of the airfield, the public waiting rooms, the restrooms and other public spaces in the Administration Building, roadways and landing aids and other public facilities provided by Landlord for the convenience of aeronautical users.

Landlord may lease property at Mojave Airport for non-aeronautical uses only if there is a surplus property. The District has determined that at the time of this lease there is sufficient property at the Airport for leases for non-aeronautical uses. In the event the District determines at any time that surplus property no longer exists at the Airport, it may terminate this lease, to the extent it is for non-aeronautical purposes, upon sixty (60) days written notice to Tenant.

## NONDISCRIMINATION

Tenant will not discriminate or permit discriminations against any person or class of persons by reason of race, color, creed, sex or national origin in any such manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, or as the regulation may be amended from time to time.

Any commercial enterprises employing persons on the Airport which are primarily related to the aeronautical activities of the Airport, which provides goods or services to the public which is attracted to the Airport by aeronautical activities, which provides services or supplies to other aeronautical related or public service businesses or to the Airport, or which performs construction work on the Airport, must comply with affirmative action regulation promulgated by the Federal Aviation Administration and implemented by the Landlord. If Tenant falls within the scope of such regulations, Tenant shall comply with the regulations.

## MISCELLANEOUS

**WAIVER.** Any waiver by Landlord of a breach of a covenant of this Lease by Tenant shall not be construed as a waiver of a subsequent breach of the same covenant. The consent or approval by Landlord to anything requiring Landlord's consent or approval shall not be deemed a waiver of Landlord's right to withhold consent or approval of any subsequent similar act by Tenant. No breach by Tenant of a covenant of this Lease shall be deemed to have been waived by Landlord unless the waiver is in writing signed by Landlord.

**RIGHTS CUMULATIVE.** Except as provided herein to the contrary, the rights and remedies of Landlord specified in this Lease shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Lease.

**ENTIRE AGREEMENT.** It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Lease, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between Landlord and Tenant.

**NO REPRESENTATION.** Landlord reserves the absolute right to affect such other tenancies in the Mojave Airport as Landlord, in the exercise of its

sole business judgment, shall determine to best promote the interests of the Mojave Airport.

**AMENDMENTS IN WRITING.** No provision of this Lease may be amended except by an agreement in writing signed by Landlord and Tenant.

**NO OTHER RELATIONSHIP.** Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, partnership or joint venture between Landlord and Tenant.

**LAWS OF CALIFORNIA TO GOVERN.** This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Venue in any legal action or proceeding arising from or related to this Lease shall be in the appropriate court for the County of Kern, California.

**SEVERABILITY.** If any provision of this Lease or the application of such provision to any person, entity or circumstances, is found invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the other provisions of this Lease and all other provisions of this Lease shall be deemed valid and enforceable. The parties hereto agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this Lease with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Lease, or otherwise to amend this Lease to achieve such result.

**SUCCESSORS.** Subject to the restrictions on assignment and subletting contained herein, all rights and obligations of Landlord and Tenant under this Lease shall extend to and bind the respective heirs, executors, administrators, and the successors, subtenants and assignees of the parties. If there is more than one Tenant or if Tenant is a partnership or other entity and the members of which are subject to personal liability, each shall be bound jointly and severally by the terms, covenants and agreements contained in this Lease.

**WARRANTY OF AUTHORITY.** If Tenant is a corporation or partnership, each individual executing this Lease on behalf of the corporation or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation or partnership, and that this Lease is binding upon the corporation or partnership. If Tenant is a corporation, the person executing this Lease on behalf of Tenant hereby covenants and warrants that (a) Tenant is a duly qualified corporation and all steps have been taken prior to the

date hereof to qualify Tenant to do business in the State of California, (b) all franchise and corporate taxes have been paid to date, and (c) all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

**BROKERS.** Tenant represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease except as may be specifically set forth in the Basic Lease Provisions and agrees to hold Landlord harmless from the failure to pay any realtors, broken or agents and from any cost, expense or liability for any compensation, commission or changes claimed by any other realtors, brokers or agents claiming by, through or on behalf of it with respect to this Lease and/or the negotiation hereof.

**NO IMPLICATION OF EXCLUSIVE USE.** Nothing contained in this Lease shall be deemed to give Tenant an express or implied exclusive right to operate any particular type of business in the Mojave Airport.

**INTEREST ON PAST DUE OBLIGATIONS.** Unless otherwise specifically provided in this Lease, any amount due from Tenant to Landlord under this Lease which is not paid when due and any amount due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant upon Tenant's failure to so perform shall bear interest at the rate which is the lesser of 1.5% per month or the maximum rate allowed by law from the date originally due until paid.

**FIXTURES, TRADE FIXTURES, PERSONAL PROPERTY AND ALTERATIONS.** Upon the expiration or earlier termination of the Term, all improvements, additions, Alterations, and fixtures (excluding trade fixtures), to the extent any of these items are affixed to the Premises, shall become the property of Landlord without any further notice or compensation. Alternatively, Landlord in its sole discretion may require Tenant to remove same, at its sole cost and expense, and immediately repair any damage occasioned to the Premises by reason of such removal to as to leave the Premises in a neat and clean condition. Tenant agrees to keep all of its signs, improvements, additions, Alterations, and fixtures free of liens and shall not use the same as security in any loan arrangements. All signs, improvements, additions, Alterations, and fixtures installed in or attached to the Premises by Tenant must be in good condition when so installed or attached.

**FORCE MAJEURE.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage, except the obligations imposed with regard to Annual Rental and Additional Rental to be paid by Tenant pursuant to this Lease; provided that the party prevented, delayed or stopped shall have given the other party written notice thereof within thirty (30) days of such event causing the prevention, delay or stoppage. Notwithstanding anything to the contrary contained in this Section, in the event any work performed by Tenant or Tenant's contractors results in a strike, lockout and/or labor dispute, the strike, lockout and/or labor dispute shall not excuse the performance by Tenant of the provisions of this Lease.

**ATTORNEYS' FEES.** In the event Landlord or Tenant shall institute any action or proceeding against the other arising from or related to this Lease, or any default hereunder, the party not prevailing in the action or proceeding shall reimburse the prevailing party for the all costs and expenses, including reasonable attorneys' fees, incurred therein by the prevailing party, including without limitation, any fees, costs of disbursements incurred on any appeal and enforcement of a judgment from the action or proceeding.

**OPTION TO RENEW.** Tenant is hereby granted the option to extend the term of this Lease for the Renewal Terms described in the Basic Lease Provisions by giving notice of exercise of the option ("Option Notice") to Landlord at least sixty (60) days, but not more than one hundred eighty (180) days, before the expiration of the Basic Term, or the then current Renewal Term, as the case may be; provided, however, that if Tenant is in default on the date of giving any such Option Notice or if Tenant has assigned or sublet the Premises in violation of this Lease, the Option Notice shall be totally ineffective, and provided further, that if Tenant is in default on the date that the Renewal Term would otherwise commence, such Renewal Term at the election of Landlord shall not commence and this Lease shall expire at the end of the Basic Term, or at the end of the then current Renewal Term, as the cause may be. Tenant shall have no other right to extend the term beyond the specific number of

Renewal Terms described in the Basic Lease Provisions. During the Renewal Term(s), all of the terms and provisions contained herein shall apply.

**SUBMISSION OF LEASE.** Submission of this Lease does not constitute an offer to lease. The Lease shall become effective only upon (a) approval by Landlord's board of directors, (b) execution and delivery thereof by Landlord and Tenant, and (c) Landlord's approval of a financial statement of Tenant, certified to be true and correct by Tenant.

**FINANCIAL INFORMATION.** Upon execution of this Lease and thereafter upon Landlord's written request, Tenant shall from time to time furnish to Landlord financial statements consistent with the financial statements described in Article 3.3.

**LIMITATION ON LIABILITY.** In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord: (a) no director, officer, agent or employee of Landlord shall be sued or named as a party in any suit or action, or served with process, or required to answer or otherwise plead to any service of process, except to the extent required to bring Landlord under the jurisdiction of the applicable court, nor will any judgment be taken against any director, officer, agent or employee of Landlord. Any judgment taken against director, officer, agent or employee of Landlord may be vacated and set aside at any time nunc pro tunc, and no writ of execution will ever be levied against the assets of any director, agent or employee of Landlord; and (b) the covenants and agreements contained within this Section shall inure to the benefit of and shall be enforceable by Landlord and any director, officer, agent or employee of Landlord.

**21.22 COMPLIANCE WITH LAWS.** Tenant shall comply with (a) all federal, state, and local laws, rules and regulations (including Environmental Laws) governing the hangars on the Premises and Tenant's operation of those hangars and Tenant's operations on the Premises pursuant to this Lease; and (b) the rules and regulations of Landlord for the Mojave Airport applicable to Tenant's operations of those hangars, Tenant's operations on the Premises and Tenant's use of runways, roadways and other common areas, pursuant to this Lease.

**COUNTERPARTS.** This Lease may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year first above written.

By execution hereof, each signatory certifies that this document has been approved by the party for which he/she is signing, and that he/she is duly authorized to execute this document on behalf of such party.

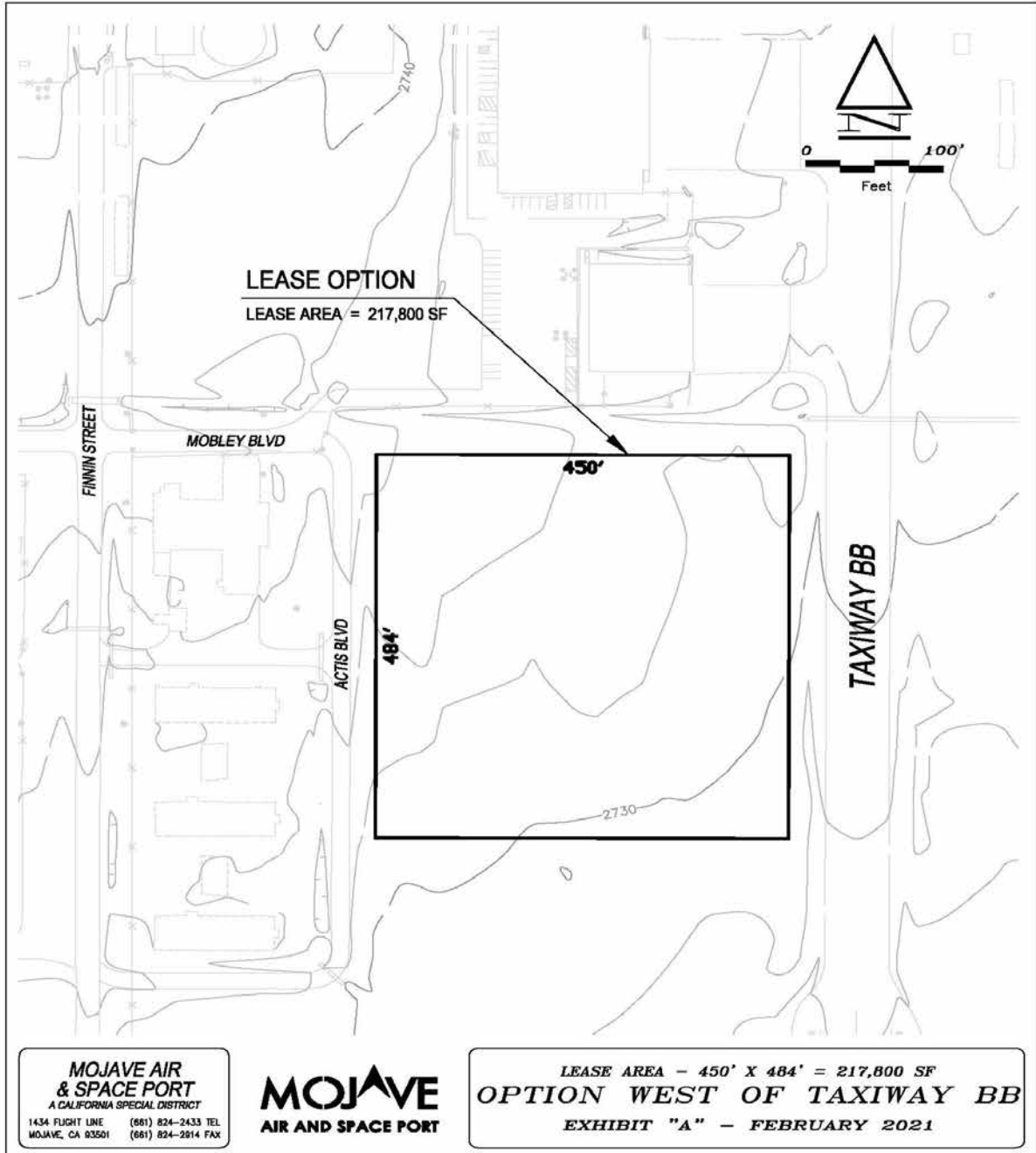
Mojave Air and Space Port

Tenant

By \_\_\_\_\_  
David Evans, CEO

By \_\_\_\_\_

**EXHIBIT A  
PREMISES LOCATION**





## STAFF MEMORANDUM

**TO:** Board of Directors  
**FROM:** Lynn Johansen, Contracts Manager  
**SUBJECT:** Document Disposal  
**MEETING DATE:** March 2, 2021

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### **Background:**

Airport documents have been in storage for several years. The required time-lines to keep such documents listed have expired according to the California Public Records Act and Board Policy 400. Exhibit A attached.

### **Impacts:**

Fiscal: None  
Environmental: None  
Legal: None

### **Recommended Action:**

Staff recommends approval for the Document Disposal.



**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
MOJAVE AIR AND SPACE PORT AUTHORIZING  
THE DESTRUCTION OF CERTAIN RECORDS**

**Whereas**, Mojave Air and Space Port (the “District”) may authorize the destruction of public records no longer required to be kept by law or for District business;

**Whereas**, the District staff has gathered a number of records that have reached or exceeded the legally required retention period for such records and which are no longer needed by the District; and

Whereas, Chief Executive Officer of the District has requested that these public records be authorized for destruction as allowed by law;

**Now, therefore**, be it resolved by the Board of Directors of Mojave Air and Space Port as follows:

1. The records, documents, books, and/or paper that are generally described in Exhibit 1, attached hereto and incorporated herein by reference, have reached or exceeded the legally required retention periods and are no longer required to be retained by the District.

2. In accordance with the requirements of the Government Code, the Board of Directors authorizes the Chief Executive Officer to destroy those records identified in Exhibit 1.

3. The District’s legal counsel’s signature on this Resolution constitutes written consent for the destruction of the records described in Exhibit 1.

**PASSED, APPROVED AND ADOPTED** on March 2, 2021.

\_\_\_\_\_  
Jimmy R. Balentine, President

ATTEST:

\_\_\_\_\_  
Diane Barney, Secretary

APPROVED:

Scott Navé

\_\_\_\_\_  
General Counsel

## EXHIBIT A

Box Number	Box Name	Keep Until	Keep Forever	Classification
200	AR deposits and payroll 08-09	1/1/2020		FINANCE
201	Termed ee's Prior to 2010	1/1/2020		ADMINISTRATION
202	Jan-Nov Fuel inventory and reports 2010-12	1/1/2020		FINANCE
203	AR Feb 2010	1/1/2020		FINANCE
204	AR Jan 2010	1/1/2020		FINANCE
205	AR Feb 2011	1/1/2020		FINANCE
206	AR Jan 2011	1/1/2020		FINANCE
207	AR Feb 2012	1/1/2020		FINANCE
208	AR Jan 2012	1/1/2020		FINANCE
209	AR Feb 2013	1/1/2020		FINANCE
210	AR Jan 2013	1/1/2020		FINANCE
211	Bank statement and fuel ticket audit 10-12	1/1/2020		FINANCE
213	AP Voided checks	1/1/2020		FINANCE
214	AR April 2014	1/1/2020		FINANCE
215	AR March 2014	1/1/2020		FINANCE
216	AR April 2011	1/1/2020		FINANCE
217	AR March 2011	1/1/2020		FINANCE
218	AP So cal Edision 2012-13	1/1/2020		FINANCE
219	AR March-April 2012	1/1/2020		FINANCE
220	AR April 2013	1/1/2020		FINANCE
221	AR March 2013	1/1/2020		FINANCE
222	Payroll deposits and Bank repots 2011	1/1/2020		FINANCE
223	AP L-Z 2010-11	1/1/2020		FINANCE
224	AP A-K 2010-11	1/1/2020		FINANCE
225	AR June 2010	1/1/2020		FINANCE
226	AR May 2010	1/1/2020		FINANCE
227	AR June 2011	1/1/2020		FINANCE
228	AR May 2011	1/1/2020		FINANCE
229	AR June 2012	1/1/2020		FINANCE
230	AR May 2012	1/1/2020		FINANCE
231	AR June 2013	1/1/2020		FINANCE
232	AR May 2013	1/1/2020		FINANCE
233	AP S-Z 2012-13	1/1/2020		FINANCE
234	AP - Jan AT&T, Zero checks 2013	1/1/2020		FINANCE
235	AP E-P 2011-12	1/1/2020		FINANCE
236	AP A-D 2011-12	1/1/2020		FINANCE
237	Aug Accts Recievable 2010	1/1/2020		FINANCE
238	AR July 2010	1/1/2020		FINANCE
239	AR Aug 2011	1/1/2020		FINANCE
240	AR July 2011	1/1/2020		FINANCE
241	AR Aug-Sept 2012	1/1/2020		FINANCE
242	AR July 2012	1/1/2020		FINANCE
243	AR Aug 2012	1/1/2020		FINANCE
244	AR July 2013	1/1/2020		FINANCE
245	AP A-G 2012-13	1/1/2020		FINANCE
246	AR Dec-Jan 2013-14	1/1/2020		FINANCE
247	AP B-K FY 2016-17	1/1/2021		FINANCE
248	AP July-June 2006-11	1/1/2020		FINANCE
249	AP K-R 2010-11	1/1/2020		FINANCE
250	Accts Rec Sept 2010	1/1/2020		FINANCE
251	AR Oct 2011	1/1/2020		FINANCE
252	AR Sept 2011	1/1/2020		FINANCE
253	AR Oct-Nov 2012	1/1/2020		FINANCE
254	AP P-Z 2011-2012	1/1/2020		FINANCE
255	AR Oct -Nov 2013	1/1/2020		FINANCE
256	AR Sept 2013	1/1/2020		FINANCE
257	Fuel taxes and Inventory 2012	1/1/2020		FINANCE

Box Number	Box Name	Keep Until	Keep Forever	Classification
258	Payroll and Bank Deposits 2012	1/1/2020		FINANCE
259	AP S-Z 2010-11	1/1/2020		FINANCE
260	AP M-R 12-13	1/1/2020		FINANCE
261	AR Dec 2010	1/1/2020		FINANCE
262	AR Nov 2010	1/1/2020		FINANCE
263	AR Dec 2011	1/1/2020		FINANCE
264	AR Nov 2011	1/1/2020		FINANCE
265	AR Dec 2012	1/1/2020		FINANCE
266	AP H-L 2012-13	1/1/2020		FINANCE
267	Jan-Sept 13-14 Taxes Fuel and gift shop	1/1/2020		FINANCE
268	Payroll and Deposits 2013	1/1/2020		FINANCE
270	Payroll 2015-16	7/1/2020		FINANCE
271	AR Nov-Dec 2014	1/1/2020		FINANCE
273	Credit Card Statement prior to 2014	1/1/2020		FINANCE
274	AR Payroll and Deposits 2014-15	7/1/2020		FINANCE
275	AP A-I 2010-11	1/1/2020		FINANCE
276	AP S-Z Paid invoices 2015	1/1/2020		FINANCE
277	AP Fuel N-R 2015	1/1/2020		FINANCE
278	AP L-R 2015	1/1/2020		FINANCE
279	AP D-J FYE 2014	1/1/2020		FINANCE
283	A/P - AUDIT BACK-UP - FY 2011-2015	1/1/2020		FINANCE
285	AR July 2015	1/1/2020		FINANCE
286	AR Oct-Nov 2015	1/1/2020		FINANCE
287	AR May 2015	1/1/2020		FINANCE
288	AR April 2015	1/1/2020		FINANCE
289	AR Aug-Sept 2014	1/1/2020		FINANCE
290	Jan-Feb 2015 AR	1/1/2020		FINANCE
291	AP Fye K-M 2014	1/1/2020		FINANCE
292	AR Feb-March 2014	1/1/2020		FINANCE
294	AP paid C-G 2015	1/1/2020		FINANCE
295	AP K-Q 2015	1/1/2020		FINANCE
296	AP L-R 2016	7/1/2020		FINANCE
297	AP A-B 2015	1/1/2020		FINANCE
298	2015 Journal entries	1/1/2020		FINANCE
299	AR Aug-Sept 2015	1/1/2020		FINANCE
300	AP S-Z 2014	1/1/2020		FINANCE
301	AR april-may 2014	1/1/2020		FINANCE
302	AR March-April 2016	7/1/2020		FINANCE
303	AP A-C 2014	1/1/2020		FINANCE
304	AR May 2016	7/1/2020		FINANCE
306	Finacial statements 96-09	1/1/2020		FINANCE
309	AR June 2014	1/1/2020		FINANCE
310	AR Oct Nov 2014	1/1/2020		FINANCE
311	AR Dec 2015	1/1/2020		FINANCE
312	97-05 Conflict of Inerest	1/1/2020		ADMINISTRATION
313	AR March 2015	1/1/2020		FINANCE
314	AR Jan 2016	7/1/2020		FINANCE
315	AR June - July 2016	7/1/2020		FINANCE
316	Substance use abuse 95-04	1/1/2020		ADMINISTRATION
318	2010-14 Termed employees	7/1/2020		ADMINISTRATION
319	AP R-Z 2015-16	7/1/2020		FINANCE
320	Contracts -CXD prior to 2014 (A-Z)	7/1/2019		ADMINISTRATION
321	Duplacate finacial statements 04-15	1/1/2020		FINANCE
322	AP H-K Paid invoices 2015-16	7/1/2020		FINANCE
323	AP C-J 2015-16	7/1/2020		FINANCE
325	AP A-B 2015	1/1/2020		FINANCE
326	AP 1099'S 13-17	1/1/2021		FINANCE

**MOJAVE**  
**AIR AND SPACE PORT**  
**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** John Himes, Director of Operations  
**SUBJECT:** Kern Multi-Jurisdiction Hazard Mitigation Plan  
**MEETING DATE:** March 02, 2021

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**Background:**

A current and approved hazard mitigation plan is a prerequisite for jurisdictions wishing to pursue funding under FEMA's Hazard Mitigation Assistance (HMA) Program. The Kern MJHMP must be updated every five (5) years to remain in compliance with Federal regulations and mitigation grant conditions.

In 2011, Mojave Air and Space Port first committed to participating in the Kern Multi-Jurisdiction Hazard Mitigation Planning (MJHMP) to reduce losses resulting from natural disasters. In 2018, Mojave Air and Space Port renewed the commitment and, over the past 18 months, Kern County, along with participating jurisdictions, developed an update to the 2014 Kern Multi-Jurisdiction Hazard Mitigation Plan (MJHMP).

Impacts: Enables FEMA's Hazard Mitigation Assistance Program funding opportunities.

Fiscal: None.

Environmental: None.

Legal: None.

**Recommended Action:**

Adopt the Kern Multi-Jurisdiction Hazard Mitigation Plan by resolution.

**RESOLUTION #**  
**ADOPTING THE UPDATED MULTI-JURISDICTION HAZARD MITIGATION PLAN**

Section 1.       WHEREAS:

(a)       The Mojave Air and Space Port, a political subdivision of the State of California, is an official participating jurisdiction in the updated Kern Multi-Jurisdiction Hazard Mitigation Plan (“MJHMP”); and

(b)       Mojave Air and Space Port recognizes the updated MJHMP as the official hazard mitigation plan for participating jurisdictions; and

(c)       Mojave Air and Space Port has gathered information and prepared the updated MJHMP in accordance with Federal Emergency Management Agency (FEMA) requirements at 44 CFR § 201.6; and

(d)       Volume 1 of the updated MJHMP recognizes the threat that natural hazards pose to people and property Kern County-wide; and

(e)       Mojave Air and Space Port’s Annex to Volume 1 of the updated MJHMP provides additional information specific to the Mojave Air and Space Port, with a focus on providing additional details on the planning process, risk assessment, and mitigation strategy for this community; and

(f)       Mojave Air and Space Port has reviewed Volume 1 of the updated MJHMP and its Annex and affirms that the plan actions in Volume 1 and its Annex should reduce the potential for harm to people and property from future hazard occurrences within the community; and

(g)       The U. S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards; and

(h)       The Disaster Mitigation Act made available mitigation grants to state and local governments; and

(i)       An adopted hazard mitigation plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

(j)       The Mojave Air and Space Port fully participated in the FEMA-prescribed mitigation planning process to prepare this updated MJHMP; and

(k)       The residents were afforded opportunities to comment and provide input in the updated MJHMP and the mitigation actions in the Plan; and

(l)       The Mojave Air and Space Port, as a fully participating jurisdiction of the updated MJHMP, is an eligible sub-applicant to the State of California under FEMA’s hazard mitigation grant program guidance; and

(m)       The California Office of Emergency Services (Cal OES), and the FEMA Region IX officials have reviewed the updated MJHMP, and approved it contingent upon this official adoption by the participating governing body; and

(n) The Mojave Air and Space Port desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the updated MJHMP; and

(o) Adoption by the governing body for the Mojave Air and Space Port demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this updated MJHMP; and

(p) Adoption of this plan helps to coordinate the responsible agencies to carry out their responsibilities under the updated MJHMP.

Section 2. **NOW, THEREFORE, IT IS RESOLVED** by the Board of Directors of the Mojave Air and Space Port:

1. This Board of Directors finds the facts mentioned above to be true and further finds that this Board of Directors has jurisdiction to consider, approve, and adopt the subject of this Resolution.

2. This Board of Directors does hereby adopt the updated Kern Multi-Jurisdiction Hazard Mitigation Plan Volume 1 and its Annex, as approved by FEMA and Cal OES, as the official mitigation plan for Mojave Air and Space Port.

3. This Board of Directors authorizes the Director of Kern County Emergency Services to submit an approved and signed copy of this adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000.

Passed: March 2, 2021  
Date

\_\_\_\_\_  
Certifying Official



# MEMORANDUM

TO: All jurisdictions participating in the  
Kern Multi-Jurisdiction Hazard Mitigation Plan (MJHMP)

FROM: Torie Jarvis, Planning Manager  
Dynamic Planning + Science  
970-323-4330 or [torie@dynamicplanning.co](mailto:torie@dynamicplanning.co)

DATE: February 25, 2021

RE: **2020-2021 Kern MJHMP Adoption Background Information**

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Over the past 18 months, Kern County, along with participating jurisdictions, developed an update to the 2014 Kern Multi-Jurisdiction Hazard Mitigation Plan (MJHMP) to reduce losses resulting from natural disasters. All participating jurisdictions, the Hazard Mitigation Planning Committee (HMPC), and the public have been offered the opportunity to review the MJHMP. **The governing bodies of participating jurisdictions are now being asked to adopt the Kern MJHMP as the official mitigation plan.** This memo may provide helpful background information for adoption proceedings; please feel free to use as you see fit.

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Hazard mitigation is the use of sustained, long-term actions to reduce the loss of life, personal injury, and property damage that can result from a disaster. The Plan provides a formal explanation of prevalent natural hazards within the County and how hazards may affect communities differently. The mitigation strategy presented in the Plan responds to the known vulnerabilities within each community and provides prescriptions or actions to achieve the greatest reduction of natural hazard risk.

The purpose of having a hazard mitigation plan is to (1) provide the County and participating jurisdictions continued access to grant funding from the Federal Emergency Management Agency (FEMA) to conduct hazard mitigation activities and (2) provide resources for residents wishing to conduct hazard mitigation efforts by identifying areas of extreme risk and providing financial and technical mitigation resources based on current gaps.

The plan was developed by the Hazard Mitigation Planning Committee (HMPC), made up of participants from all participating jurisdictions advising on hazard and mitigation action priorities both for the County as a whole and each jurisdiction individually, with expertise from the consultants on the project, Dynamic Planning + Science.

The Kern MJHMP has been set up in two volumes to separate jurisdiction-specific elements (Volume 2) from those that apply to the whole planning area (Volume 1):

- Volume 1, also known as the “umbrella plan,” includes all federally required elements of a hazard mitigation plan that apply to the entire planning area. This includes the description of the planning process, public involvement strategy, goals and objectives, countywide hazard risk assessment,



countywide mitigation initiatives, and a plan maintenance strategy. Volume 1 includes the following appendices:

- Appendix A – Annex Methodology
  - Appendix B – Planning Process Documentation
- Volume 2 includes a crosswalk that directs readers to all federally required, jurisdiction-specific elements for each jurisdiction, which, in turn, are available as standalone Annex HMPs. Volume 2 describes the categorization of jurisdictions into municipalities, special districts, school districts, and water and wastewater districts.

There are currently 58 jurisdictions participating in this MJHMP. However, not all jurisdictions were able to complete the update process at the same pace, especially given challenges presented by the ongoing COVID-19 pandemic that, at its initial peak, caused many jurisdictions to radically scale back operations and send employees home. Many of the remaining jurisdictions are planning to submit standalone Annex HMPs to the Volume 1 “umbrella plan” at a later date.

The Volume 1 “umbrella plan” and standalone Annex HMPs for 11 jurisdictions were submitted to Cal OES and FEMA for review in this “Wave One” of submissions. The public reviewed this “Wave One” in August and September 2020 and all public comments have been addressed.

In addition to Kern County, the following jurisdictions were part of this “Wave One” submission:

- |  |   |                                       |
|--|---|---------------------------------------|
| • City of Tehachapi                      | • Stallion Springs Community Services District  | • Tehachapi Unified School District   |
| • City of Wasco                          | • Tehachapi Valley Recreation and Park District | • Arvin-Edison Water Storage District |
| • Mojave Air and Space Port              | • Kern High School District                     | • Kern County Water Agency            |
| • East Niles Community Services District | • Lost Hills Union School District              |                                       |

**On December 11, 2020, FEMA determined that the Volume 1 “umbrella plan” and “Wave One” standalone Annex HMPs for the 11 jurisdictions listed above are “approvable pending adoption.”** FEMA’s determination signals that no additional edits or changes to either the Volume 1 “umbrella plan” or “Wave One” standalone Annex HMPs are required.

The governing body of each jurisdiction listed above must now adopt the Volume 1 “umbrella plan” and its respective standalone Annex HMP and submit the adoption resolution, through DP+S, to FEMA. FEMA will grant final approval of the Volume 1 “umbrella plan” and “Wave One” standalone Annex HMPs after they receive the adoption resolutions.

A current and approved hazard mitigation plan is a prerequisite for jurisdictions wishing to pursue funding under FEMA’s Hazard Mitigation Assistance (HMA) Program. The Kern MJHMP must be updated every five (5) years to remain in compliance with Federal regulations and mitigation grant conditions.

The Kern MJHMP is available at these links, to either view in a browser or to download. Note the large document size if choosing to download. The following links are for Volume 1 and directly to the “Wave One” Annexes.





**KERN MJHP VOLUME 1 (COUNTY UMBRELLA PLAN):**

[Download](#) (warning: large document size)

| [View in Browser](#)

**KERN MJHP ANNEXES (WAVE ONE)**

<b>Jurisdiction</b>	<b>Download Annex</b>	<b>View Annex in Browser</b>
City of Tehachapi	<a href="#">Download</a>	<a href="#">View in Browser</a>
City Of Wasco	<a href="#">Download</a>	<a href="#">View in Browser</a>
Kern High School District	<a href="#">Download</a>	<a href="#">View in Browser</a>
Lost Hills Union School District	<a href="#">Download</a>	<a href="#">View in Browser</a>
Tehachapi Unified School District	<a href="#">Download</a>	<a href="#">View in Browser</a>
East Niles CSD	<a href="#">Download</a>	<a href="#">View in Browser</a>
Mojave Air and Space Port	<a href="#">Download</a>	<a href="#">View in Browser</a>
Stallion Springs CSD	<a href="#">Download</a>	<a href="#">View in Browser</a>
Tehachapi Valley RPD	<a href="#">Download</a>	<a href="#">View in Browser</a>
Arvin-Edison Water Storage District	<a href="#">Download</a>	<a href="#">View in Browser</a>
Kern County Water Agency	<a href="#">Download</a>	<a href="#">View in Browser</a>

# MOJAVE

## AIR AND SPACE PORT

December 12, 2017

Ms. Wendy J. Benson, Kern County LHMP Coordinator  
Kern County Fire Department, Office of Emergency Services  
2601 Panorama Drive, Building B  
Bakersfield, CA 93306

Subject: Letter of Commitment as Participating Jurisdiction in Kern Multi-jurisdiction Hazard Mitigation Planning

Dear Wendy:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Mojave Air and Space Port is submitting this letter of commitment to confirm that the Mojave Air and Space Port has agreed to participate in the Kern Multi-Jurisdiction Hazard Mitigation Planning.

Further, as a condition to participating in the mitigation planning; the Mojave Air and Space Port agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the County of Kern to complete the plan in conformance with FEMA requirements.

The Mojave Air and Space Port understands that it must engage in the following planning process, as more fully described in FEMA's Local Multi-Hazard Mitigation Planning Guidance dated July 1, 2008, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document; and
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area; and
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction; and
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdiction Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdiction plan I, Karina Drees, commit the Mojave Air and Space Port to the Kern Multi-Jurisdiction Hazard Mitigation Planning effort.

Sincerely,



Karina Drees  
Chief Executive Officer

December 1, 2011

Wendy J. Benson, Kern County LHMP Coordinator  
Kern County Fire Department, Office of Emergency Services  
2601 Panorama Drive, Building B  
Bakersfield, CA 93306

Re: Letter of Commitment as participating jurisdiction in Kern Multi-jurisdictional Hazard Mitigation Planning

Dear Wendy:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the East Kern Airport District is submitting this letter of commitment to confirm that the East Kern Airport District has agreed to participate in the Kern Multi-jurisdictional Hazard Mitigation Planning.


Further, as a condition to participating in the mitigation planning; East Kern Airport District agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the County of Kern to complete the plan in conformance with FEMA requirements.

The East Kern Airport District understands that it must engage in the following planning process, as more fully described in FEMA's *Local Multi-Hazard Mitigation Planning Guidance* dated July 1, 2008, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction. ;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, Stuart Witt, commit East Kern Airport District to the Kern Multi-jurisdictional Hazard Mitigation Planning effort.

Sincerely,



Stuart Witt  
Chief Executive Officer

SW/dar

**Mojave Air & Space Port  
Treasurer's Report  
For the month ended January 31, 2021**

	<u>General</u>	<u>County Treasury</u>	<u>LAIF</u>	<u>Total</u>
<b>Beginning Balance</b>	<b>\$ 3,283,113.86</b>	<b>\$ 690,145.54</b>	<b>\$ 4,165,434.46</b>	<b>\$ 8,138,693.86</b>
Receipts:				
Operating Revenues	1,202,937.00	-	-	1,202,937.00
Interest Income	140.07	1,323.10	6,586.19	8,049.36
Tax Proceeds	-	25,207.69	-	25,207.69
<b>Total Receipts</b>	<u>1,203,077.07</u>	<u>26,530.79</u>	<u>6,586.19</u>	<u>1,236,194.05</u>
Expenditures:				
Operating Expenses	(1,105,953.12)	-	-	(1,105,953.12)
Project Expenses	-	-	-	-
<b>Total Expenditures</b>	<u>(1,105,953.12)</u>	<u>-</u>	<u>-</u>	<u>(1,105,953.12)</u>
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF	-	-	-	-
<b>Total Transfers</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Ending Balance</b>	<u><u>\$ 3,380,237.81</u></u>	<u><u>\$ 716,676.33</u></u>	<u><u>\$ 4,172,020.65</u></u>	<u><u>\$ 8,268,934.79</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 Seven Months Ending Sunday, January 31, 2021**

Description	Rents & Leases Aviation	Rents & Leases Non-aviation	Flight Related Activities	Non-flight Related Activities	Total
<b>Operating Revenue</b>					
Fuel Sales & Services	-	8,518	2,310,144	4,464	2,323,126
Cost of Fuel & Lubricants Sold	-	-	1,370,786	-	1,370,786
<b>Gross Profit on Fuel Sales &amp; Services</b>	<b>-</b>	<b>8,518</b>	<b>939,358</b>	<b>4,464</b>	<b>952,340</b>
Rents & Leases	2,836,278	1,314,934	-	9,335	4,160,546
Other Revenue	-	-	36,182	136,009	172,191
<b>Total Operating Revenue</b>	<b>2,836,278</b>	<b>1,323,452</b>	<b>975,540</b>	<b>149,809</b>	<b>5,285,078</b>
<b>Operating Expense</b>					
Salaries & Benefits	741,243	438,206	613,594	338,291	2,131,334
Noncapitalized Equipment	40,423	6,743	1,937	12,934	62,037
Supplies	32,676	7,350	9,925	8,453	58,404
Licensing & Software	43,953	16,282	9,441	4,149	73,825
Communications	23,308	7,630	8,777	6,424	46,139
Training & Travel	9,931	179	300	6,616	17,027
Permits & Fees	2,792	1,331	3,939	703	8,765
Repairs & Maintenance	258,454	147,479	33,046	3,052	442,031
Engineering Services	55,951	30,712	16,867	13,397	116,927
Legal & Accounting Services	96,768	-	-	51,832	148,601
Operating Services	161,982	71,206	26,993	33,300	293,481
Bad Debts	3,946	-	-	-	3,946
Dues & Subscriptions	11,269	7,700	8,338	18,616	45,923
Insurance	60,893	60,868	60,868	60,868	243,496
Marketing	17,382	1,922	1,892	28,624	49,820
Rent Expense	5,551	921	28,646	230	35,348
Utilities	80,393	101,727	21,123	21,124	224,366
Tenant Retention	32,448	22,019	-	-	54,467
Miscellaneous	1,135	1,398	9,788	10,478	22,798
Depreciation	341,769	-	734,459	-	1,076,229
Expense Reimbursements	-	-	(50,883)	(26,161)	(77,044)
<b>Total Operating Expense</b>	<b>2,022,268</b>	<b>923,672</b>	<b>1,539,050</b>	<b>592,929</b>	<b>5,077,919</b>
<b>Excess (Deficit) of Operating Revenue over Operating Expense</b>	<b>814,010</b>	<b>399,780</b>	<b>(563,511)</b>	<b>(443,120)</b>	<b>207,159</b>
<b>Nonoperating Revenue</b>					
Property Taxes	294,721	98,240	-	-	392,961
Interest Income	-	-	-	27,324	27,324
Other Nonoperating Revenue	46,663	-	-	-	46,663
<b>Total Nonoperating Revenue</b>	<b>341,384</b>	<b>98,240</b>	<b>-</b>	<b>27,324</b>	<b>466,948</b>
<b>Excess (Deficit) of Revenue over Expense</b>	<b>1,155,393</b>	<b>498,020</b>	<b>(563,511)</b>	<b>(415,796)</b>	<b>674,106</b>
<b>FAA Projects</b>					
Grants In Aid-Federal/State	-	-	837,945	-	837,945
FAA Projects Expense	-	-	-	66,591	66,591
<b>Excess (Deficit) of FAA Projects Revenue over FAA Projects Expense</b>	<b>-</b>	<b>-</b>	<b>837,945</b>	<b>(66,591)</b>	<b>771,354</b>
<b>Reserve Designations</b>					
Infrastructure Projects	-	-	-	107,036	107,036
Property Investments	-	-	-	227,764	227,764
Building Improvements	-	-	-	103,636	103,636
Equipment	-	-	-	103,905	103,905
<b>Total Reserve Designations</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>542,342</b>	<b>542,342</b>

## Mojave Air & Space Port Fuel Inventory Report

JANUARY 2021

<b>JET A</b>		
Beginning Inventory	71,611	
Gallons Delivered		
Gallons Purchased	115,763	
Defuels	-	
Total Gallons Delivered	115,763	
Gallons Pumped		
Gallons Sold	113,941	
Refuels	-	
Tank farm/Line truck sumps	60	
Delivery Samples	75	
Total Gallons Pumped	114,076	
Ending Inventory	73,298	
Physical Check	69,970	
Inventory Value at	1.99	<b>\$139,240.30</b>

<b>AVGAS</b>		
Beginning Inventory		5,478
Gallons Delivered		
Gallons Purchased	8,324	
Gallons Pumped		
Gallons Sold	1,857	
Tank farm/Line truck sumps	5	
Delivery Samples	5	
Total Gallons Pumped	1,867	
Ending Inventory		11,935
Physical Check		12,159
Inventory Value at	4.05	<b>\$49,243.95</b>

<b>LUBRICANTS</b>		
Beginning Inventory	189	
Quarts Purchased	0	
Quarts Sold	1	
Ending Inventory	188	
Physical Check	187	
Aeroshell 100; 100W; 15/50 Multi 80 @ \$5.62; 48 @ \$6.02; 59 @ \$6.68		<b>\$1,132.68</b>

<b>PRIST</b>		
Beginning Inventory	117	
Cans Purchased	45	
Cans Sold	0	
Ending Inventory	117	
Physical Check - Cans	117	
Physical Check - Bulk	10	
117 CANS @ \$7.40; 10 (5.2) Gallons @ 120.15		<b>\$2,114.10</b>

<b>UNLEADED FUEL</b>		
Beginning Inventory	967.2	
Gallons Purchased	254.0	
Gallons Used	382.0	
Ending Inventory	839.2	
Physical Check	800.8	
Inventory Value at	\$2.60	<b>\$2,081.28</b>

<b>DIESEL FUEL</b>		
Beginning Inventory	946.4	
Gallons Purchased	0.0	
Gallons Used	205.8	
Ending Inventory	740.6	
Physical Check	748.8	
Inventory Value at	\$2.30	<b>\$1,721.49</b>

**January 2021 Fuel Inventory      \$195,533.80**

**January Gallons Sold      115,798  
Year to Date                      851,133**

**Mojave Air & Space Port**  
**Customers Over 90 Days Past Due**

	<b>1-30 Days</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>90+ Days</b>	<b>TOTAL</b>	<b>Comments</b>
Engineering Propulsion	0.00	0.00	0.00	5,043.86	5,043.86	Working with legal
Dragon Aviation	119.26	1,505.26	1,505.26	934.24	4,064.02	Working with Tenant - Last payment February 16th
Jose Lopez	0.00	12.99	628.58	12.38	1,300.84	Tenant vacated and making payments
<b>Aged AR as of 2/25/2021</b>	<b>352,125.15</b>	<b>23,086.00</b>	<b>44,543.93</b>	<b>5,990.48</b>	<b>425,745.56</b>	







# MOJAVE

## AIR AND SPACE PORT

### CEO REPORT

**TO:** MASP Board of Directors  
**FROM:** David Evans  
**MEETING DATE:** March 2, 2021

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#### Updates

#### New Leases

California Airsales – Bldg 6 & Acreage – Month to Month  
 MCQ – Hangar 964 – Month to Month  
 Kern County Transit – Bldg. 1 & Acreage, 1<sup>st</sup> Amendment  
 Flight Research – Hangar 921, Month to Month  
 Flight Research – Hangar 926, Month to Month

#### Authorized Payments

BOARD MEETING: 3/2/21		DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER		2/15/2021	132,905.17		132,905.17
		2/22/2021	68,046.27		68,046.27
		2/22/2021		193,671.11	193,671.11
			200,951.44	193,671.11	394,622.55
VOIDED Check	60480				
BOD CHECK					-
					-
					-
					-
TOTAL ALL CHECKS & EFT'S					394,622.55

Date: Monday, February 15, 2021  
 Time: 02:43PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 08-21 As of: 2/15/2021

Page: 1 of 6  
 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
<b>Company: MASP</b>										
Acct / Sub:	101000		1200							
060601	CK	2/15/2021	0109 AT&T	08-21	047699	VO	8123831139/0221	2/7/2021	0.00	128.31
060601	CK	2/15/2021	0109 AT&T	08-21	047700	VO	7134122793/0221	2/7/2021	0.00	128.31
									<b>Check Total</b>	<b>256.62</b>
060602	CK	2/15/2021	0192 Antelope Valley Econ. Dev. &	08-21	047709	VO	476	2/10/2021	0.00	2,500.00
060603	CK	2/15/2021	0222 ADB Safegate	08-21	047668	VO	90090810	1/27/2021	0.00	1,069.75
060604	CK	2/15/2021	0244 American Electrical Services	08-21	047670	VO	BL154-1544	1/20/2021	0.00	29,900.00
060605	CK	2/15/2021	0365 Consolidated Electrical Distr.	08-21	047671	VO	3978-1006731	1/29/2021	0.00	528.74
060605	CK	2/15/2021	0365 Consolidated Electrical Distr.	08-21	047694	VO	3978-1006790	2/2/2021	0.00	141.26
									<b>Check Total</b>	<b>670.00</b>
060606	CK	2/15/2021	0468 Clean Right	08-21	047692	VO	CJ203211	2/3/2021	0.00	414.90
060606	CK	2/15/2021	0468 Clean Right	08-21	047693	VO	CJ114214	1/14/2021	0.00	333.90
									<b>Check Total</b>	<b>748.80</b>
060607	CK	2/15/2021	0474 Alma Del Rio	08-21	047714	VO	013021	1/30/2021	0.00	69.00
060608	CK	2/15/2021	0479 Aramark Uniforms & Career	08-21	047657	VO	2100880078	1/29/2021	0.00	106.11
060608	CK	2/15/2021	0479 Aramark Uniforms & Career	08-21	047669	VO	2100880129	1/29/2021	0.00	195.25
060608	CK	2/15/2021	0479 Aramark Uniforms & Career	08-21	047689	VO	2100881420	2/5/2021	0.00	146.63
									<b>Check Total</b>	<b>447.99</b>
060609	CK	2/15/2021	0518 Elevation Corp. Health, LLC	08-21	047636	VO	8136/0121	1/31/2021	0.00	6,676.08
060610	CK	2/15/2021	0597 Evans & Company, Inc	08-21	047652	VO	020621	2/6/2021	0.00	2,294.46

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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
060611	CK	2/15/2021	0625 Fire Ace Inc.	08-21	047672	VO	8634578	1/26/2021	0.00	2,519.46
060612	CK	2/15/2021	0717 Geographic Data and Mgmt.	08-21	047666	VO	GD109509	12/31/2020	0.00	550.00
060612	CK	2/15/2021	0717 Geographic Data and Mgmt.	08-21	047667	VO	GD109510	12/31/2020	0.00	2,715.00
									<b>Check Total</b>	<b>3,265.00</b>
060613	CK	2/15/2021	0722 Freeway Smog & Auto Repair	08-21	047647	VO	1591	2/3/2021	0.00	584.66
060613	CK	2/15/2021	0722 Freeway Smog & Auto Repair	08-21	047691	VO	1621	2/9/2021	0.00	335.00
									<b>Check Total</b>	<b>919.66</b>
060614	CK	2/15/2021	0773 Grainger	08-21	047673	VO	9787975516	1/28/2021	0.00	5.44
060614	CK	2/15/2021	0773 Grainger	08-21	047674	VO	9787531459	1/27/2021	0.00	115.36
060614	CK	2/15/2021	0773 Grainger	08-21	047675	VO	9785400384	1/26/2021	0.00	1,116.06
060614	CK	2/15/2021	0773 Grainger	08-21	047676	VO	9780895265	1/22/2021	0.00	17.97
060614	CK	2/15/2021	0773 Grainger	08-21	047677	VO	9778829607	1/20/2021	0.00	31.57
060614	CK	2/15/2021	0773 Grainger	08-21	047678	VO	9778009143	1/19/2021	0.00	397.98
060614	CK	2/15/2021	0773 Grainger	08-21	047690	VO	9792773252	2/2/2021	0.00	41.17
									<b>Check Total</b>	<b>1,725.55</b>
060615	CK	2/15/2021	0825 Edward Hargroder	08-21	047679	VO	012221	1/22/2021	0.00	550.00
060615	CK	2/15/2021	0825 Edward Hargroder	08-21	047688	VO	020921	2/9/2021	0.00	625.00
									<b>Check Total</b>	<b>1,175.00</b>
060616	CK	2/15/2021	0866 The Home Depot Credit Plan	08-21	047707	VO	07610417/0121	1/29/2021	0.00	4,015.36
060617	CK	2/15/2021	0898 IML Security Supply	08-21	047681	VO	2763227	1/28/2021	0.00	2,318.87
060618	CK	2/15/2021	0910 Interstate Battery Systems	08-21	047682	VO	190939904550	1/27/2021	0.00	137.23

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060618	CK	2/15/2021	0910 Interstate Battery Systems	08-21	047687	VO	1909399004569	2/10/2021	0.00	142.95
<b>Check Total</b>										<b>280.18</b>
060619	CK	2/15/2021	1103 KERN COUNTY DEPT.	08-21	047705	VO	170612625	1/4/2021	0.00	9.00
060619	CK	2/15/2021	1103 KERN COUNTY DEPT.	08-21	047706	VO	170614499	1/20/2021	0.00	30.15
<b>Check Total</b>										<b>39.15</b>
060620	CK	2/15/2021	1161 Kern Auto Parts Inc	08-21	047683	VO	939560	1/28/2021	0.00	62.72
060620	CK	2/15/2021	1161 Kern Auto Parts Inc	08-21	047684	VO	939561	1/28/2021	0.00	189.25
060620	CK	2/15/2021	1161 Kern Auto Parts Inc	08-21	047685	VO	939524	1/27/2021	0.00	58.98
<b>Check Total</b>										<b>310.95</b>
060621	CK	2/15/2021	1306 Martha's Cleaning Service	08-21	047702	VO	2033	2/1/2021	0.00	5,239.00
060622	CK	2/15/2021	1364 Karl's Hardware Mojave	08-21	047661	VO	012921	1/29/2021	0.00	719.55
060623	CK	2/15/2021	1365 Mojave Chamber of Commerce	08-21	047716	VO	2021	2/21/2021	0.00	225.00
060624	CK	2/15/2021	1369 Mojave Desert News	08-21	047660	VO	54276	2/25/2021	0.00	160.00
060625	CK	2/15/2021	1429 Northern Digital, Inc.	08-21	047637	VO	056204	1/31/2021	0.00	618.75
060626	CK	2/15/2021	1436 Porter Concrete Construction	08-21	047664	VO	4596	10/29/2020	0.00	14,962.00
060626	CK	2/15/2021	1436 Porter Concrete Construction	08-21	047665	VO	4597	11/2/2021	0.00	5,418.00
060626	CK	2/15/2021	1436 Porter Concrete Construction	08-21	047686	VO	4617	1/19/2021	0.00	2,143.00
060626	CK	2/15/2021	1436 Porter Concrete Construction	08-21	047703	VO	4618	1/19/2021	0.00	3,250.00
060626	CK	2/15/2021	1436 Porter Concrete Construction	08-21	047704	VO	4619	1/19/2021	0.00	24,312.00
<b>Check Total</b>										<b>50,085.00</b>

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060627	CK	2/15/2021	1639 ProActive Work Health Services	08-21	047658	VO	1141-64103	1/21/2021	0.00	35.00
060628	CK	2/15/2021	1896 Speedy Car Wash	08-21	047640	VO	2031	1/21/2021	0.00	140.00
060628	CK	2/15/2021	1896 Speedy Car Wash	08-21	047697	VO	2040	2/10/2021	0.00	270.00
<b>Check Total</b>										<b>410.00</b>
060629	CK	2/15/2021	1897 Southern California Fleet	08-21	047695	VO	HP12084	2/8/2021	0.00	1,429.22
060630	CK	2/15/2021	1945 Harold Smith	08-21	047645	VO	020421	2/4/2021	0.00	44.10
060631	CK	2/15/2021	1952 So. Calif. Edison	08-21	047635	VO	2025279670/0121	2/6/2021	0.00	8,139.79
060632	CK	2/15/2021	2006 Sierra Rail Services, LLC	08-21	047708	VO	211202/0221	2/13/2021	0.00	492.20
060633	CK	2/15/2021	2018 Mar-Co Equipment Company	08-21	047696	VO	176098	2/10/2021	0.00	105.47
060634	CK	2/15/2021	2045 Shreds Unlimited, Inc	08-21	047646	VO	17097	2/4/2021	0.00	40.00
060635	CK	2/15/2021	2050 The Tire Store	08-21	047639	VO	115105	1/14/2021	0.00	15.00
060636	CK	2/15/2021	2068 Resource MFG	08-21	047662	VO	8406287908	2/8/2021	0.00	1,127.56
060637	CK	2/15/2021	2193 Velosio LLC	08-21	047680	VO	IN100-00035297	2/9/2021	0.00	87.50
060638	CK	2/15/2021	2253 Waste Management - Kern	08-21	047641	VO	3065048087/0121	1/31/2021	0.00	439.10
060639	CK	2/15/2021	2450 Xerox Corporation	08-21	047656	VO	012559533	2/1/2021	0.00	214.76

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060640	CK	2/15/2021	3003 Johansen, Lennora	08-21	047643	VO	012821	1/28/2021	0.00	72.80
060641	CK	2/15/2021	3010 Balentine~Jim	08-21	047701	VO	021121	2/11/2021	0.00	141.12
060642	CK	2/15/2021	3030 Sonia Valenzuela	08-21	047654	VO	012921	1/29/2021	0.00	55.00
060642	CK	2/15/2021	3030 Sonia Valenzuela	08-21	047655	VO	1.29.2021	1/29/2021	0.00	24.00
<b>Check Total</b>										<b>79.00</b>
060643	CK	2/15/2021	3220 Hatfield~Ray	08-21	047648	VO	020221	2/2/2021	0.00	200.00
060644	CK	2/15/2021	3310 Timothy Jaworski	08-21	047659	VO	54254	2/9/2021	0.00	684.37
060645	CK	2/15/2021	3864 Carrie Rawlings	08-21	047715	VO	021021	2/15/2021	0.00	90.00
060646	CK	2/15/2021	4008 Michael B.Jones DDS	08-21	047642	VO	BUCK/FLYNN 0121	1/19/2021	0.00	328.00
060646	CK	2/15/2021	4008 Michael B.Jones DDS	08-21	047698	VO	020121/ROTH	2/1/2021	0.00	130.00
<b>Check Total</b>										<b>458.00</b>
060647	CK	2/15/2021	4097 Nicholas Lessenevitch, DDS	08-21	047638	VO	011821/ALTMAN	1/18/2021	0.00	351.00

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Check Count: 47

**Acct Sub Total: 132,905.17**

Check Type	Count	Amount Paid
Regular	47	132,905.17
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
<b>Total:</b>	<b>47</b>	<b>132,905.17</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>132,905.17</b>
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<b>Company: MASP</b>										
Acct / Sub:	101000		1200							
060648	CK	2/22/2021	0350 Clarks Pest Control	08-21	047717	VO	27716074/0221	2/16/2021	0.00	49.00
060648	CK	2/22/2021	0350 Clarks Pest Control	08-21	047718	VO	27716069/0221	2/16/2021	0.00	61.00
060648	CK	2/22/2021	0350 Clarks Pest Control	08-21	047719	VO	27716073	2/16/2021	0.00	50.00
060648	CK	2/22/2021	0350 Clarks Pest Control	08-21	047720	VO	27716075 /0221	2/16/2021	0.00	85.00
<b>Check Total</b>										<b>245.00</b>
060649	CK	2/22/2021	0479 Aramark Uniforms & Career	08-21	047742	VO	2100875057	1/1/2021	0.00	45.85
060649	CK	2/22/2021	0479 Aramark Uniforms & Career	08-21	047743	VO	2100876303	1/8/2021	0.00	45.85
060649	CK	2/22/2021	0479 Aramark Uniforms & Career	08-21	047744	VO	2100877592	1/15/2021	0.00	45.85
060649	CK	2/22/2021	0479 Aramark Uniforms & Career	08-21	047745	VO	2100878879	1/22/2021	0.00	45.85
060649	CK	2/22/2021	0479 Aramark Uniforms & Career	08-21	047746	VO	2100880133	1/29/2021	0.00	45.85
060649	CK	2/22/2021	0479 Aramark Uniforms & Career	08-21	047747	VO	2100881424	2/5/2021	0.00	45.85
<b>Check Total</b>										<b>275.10</b>
060650	CK	2/22/2021	0615 Federal Express	08-21	047729	VO	7-275-59208	2/12/2021	0.00	34.77
060651	CK	2/22/2021	0751 The Gibbons Family LLc	08-21	047731	VO	0221/INVST PMT	2/28/2021	0.00	1,959.35
060652	CK	2/22/2021	0786 GuardMetrics LLC	08-21	047728	VO	02197	2/1/2021	0.00	158.00
060653	CK	2/22/2021	0842 J. Hitchcock Riverwest	08-21	047732	VO	0221/INVST PMT	2/28/2021	0.00	1,306.26
060654	CK	2/22/2021	0867 Hughes Aerospace Corp.	08-21	047721	VO	2021-232	2/16/2021	0.00	43,880.00
060655	CK	2/22/2021	0898 IML Security Supply	08-21	047733	VO	2781224	2/17/2021	0.00	129.46



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060656	CK	2/22/2021	1099 Kathleen Goossen Consulting	08-21	047741	VO	021	2/22/2021	0.00	165.00
060657	CK	2/22/2021	1106 Elmer F. Karpe, Inc.	08-21	047730	VO	0221/INVST PMT	2/28/2021	0.00	3,265.63
060658	CK	2/22/2021	1200 L & L Construction	08-21	047722	VO	WE 2.13.21	2/13/2021	0.00	825.00
060659	CK	2/22/2021	1254 Lincoln Nat'l Life Ins. Co.	08-21	047725	VO	0321	3/1/2021	0.00	49.44
060660	CK	2/22/2021	1800 Ramos Strong Incorporated	08-21	047739	VO	354662	2/11/2021	0.00	1,307.52
060661	CK	2/22/2021	1817 Rael & Letson	08-21	047727	VO	258018	2/8/2021	0.00	6,500.00
060662	CK	2/22/2021	1896 Speedy Car Wash	08-21	047738	VO	2041	2/17/2021	0.00	140.00
060663	CK	2/22/2021	1952 So. Calif. Edison	08-21	047748	VO	2340063106/0221	2/19/2021	0.00	1,316.27
060663	CK	2/22/2021	1952 So. Calif. Edison	08-21	047749	VO	2395077167/0221	2/19/2021	0.00	66.42
060664	CK	2/22/2021	1954 Southern California Gas	08-21	047734	VO	89363938/0221	2/16/2021	0.00	<b>1,382.69</b> 142.86
060664	CK	2/22/2021	1954 Southern California Gas	08-21	047735	VO	11545997/0221	2/16/2021	0.00	832.71
060664	CK	2/22/2021	1954 Southern California Gas	08-21	047736	VO	61545001/0221	2/16/2021	0.00	959.76
060664	CK	2/22/2021	1954 Southern California Gas	08-21	047737	VO	31545767/0221	2/16/2021	0.00	544.25
060665	CK	2/22/2021	2068 Resource MFG	08-21	047726	VO	8406304411	2/15/2021	0.00	<b>2,479.58</b> 1,168.31
060666	CK	2/22/2021	2136 UNUM Life Ins. Co.	08-21	047724	VO	0321	3/1/2021	0.00	2,775.16

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Check Count: 19

**Acct Sub Total: 68,046.27**

Check Type	Count	Amount Paid
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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
<b>Total:</b>	<b>19</b>	<b>68,046.27</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>68,046.27</b>
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**Electronic Fund Transfers February 11, through February 22, 2021**

2/11/2021	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$4,977.00
2/11/2021	ACH DEBIT ACH PMT AMEX EPAYMENT	\$11,517.30
2/12/2021	ACH DEBIT HRS PMT PAYCHEX-HRS	\$114.00
2/12/2021	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$341.00
2/12/2021	ACH DEBIT ACH PMT AMEX EPAYMENT	\$1,644.40
2/12/2021	ACH DEBIT EFTTRANSFE AVFUEL	\$15,344.42
2/16/2021	ACH DEBIT EFTTRANSFE AVFUEL	\$46,321.67
2/18/2021	WIRE TRANSFER FEE	\$15.00
2/18/2021	ACH DEBIT GARNISH	\$48.96
2/18/2021	ACH DEBIT EFTTRANSFE AVFUEL	\$31,916.57
2/18/2021	ACH DEBIT PAYROLL PAYCHEX	\$53,418.07
2/19/2021	ACH DEBIT INVOICE PAYCHEX EIB	\$228.75
2/19/2021	ACH DEBIT TAXES PAYCHEX TPS	\$11,891.05
2/22/2021	ACH DEBIT INVOICE PAYCHEX-OAB	\$453.22
2/22/2021	ACH DEBIT EFTTRANSFE AVFUEL	\$15,439.70
	<b>Total</b>	<b>\$193,671.11</b>