MOJAVE AIR AND SPACE PORT AT RUTAN FIELD

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: October 4, 2022 Location: Board Room 1434 Flightline, Mojave, California Time: 2:00 p.m.

Zoom Video Conference

https://us02web.zoom.us/j/88979840593?pwd=UWxUcHIRVkM1aDdnUHA1cWR0VFFMUT09

Phone: 669 900 9128 Meeting ID: 889 7984 0593 Passcode: 277366

AGENDA

- 1. Call to Order
 - A. Pledge of Allegiance
 - B. Roll Call
 - C. Approval of Agenda
- 2. Community Announcements and Public Comments on Items not on the Agenda
- 3. Consent Agenda (Staff recommends approval of consent items by one motion.)
 - A. Minutes of the Special Board Meeting of September 19, 2022
 - B. Check Register dated September 28, 2022: \$20,190.31
- 4. Action Items
 - A. Stienmetze Hangar 950 Sublet Agreement Rabideaux (Contracts Manager)
 - B. Voyager Aircraft LLC. Hangar 969 Sublet Agreement Coleman (Counsel)
- 5. Reports
 - A. Director of Administration
 - B. Chief Executive Officer
 - C. Board Committees
- 6. Director Comments on Items Not on the Agenda

7. Closed Session

A. Real Property Negotiations (Govt Code 54956.8):

Property: Hangar 78

Parties: MASP, Scaled Composites Negotiators: CEO, legal counsel

Terms: term, rent

B. Real Property Negotiations (Govt Code 54956.8):

Property: Building 10 Parties: MASP, CAPSED

Negotiators: CEO, legal counsel

Terms: Price

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

D. Potential Litigation (Govt Code 54956.9): MASP vs. B.Welton

8. Closed Session Report

Adjournment

This Agenda was posted on, September 30, 2022, by Jason Buck.

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

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

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

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

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

<u>Copy of Records</u>: 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 SEPTEMBER 19, 2022.

1. CALL TO ORDER

The meeting was called to order on Monday September 19, 2022, at 2:00 p.m. by Director Barney.

A. Pledge of Allegiance: Counsel Nave led those assembled in the Pledge of Allegiance.

B. Roll Call:

Directors present in person: Balentine, Barney, and Coleman

Directors absent: Morgan

Staff: Acting CEO Reid, DOA Rawlings, District Counsel Navé, Lynn Johansen.

Others present via Zoom: Unidentified

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

2. Community Announcements/Public Comments not on the Agenda

Director Barney announced the passing of Brian Binnie and commented on his incredible contributions to aerospace and the nation. Director Barney commented on the Reno Air Races conclusion. Director Barney also mentioned SETP coming up within the week.

3. Consent Agenda

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

- A. Minutes of the Regular Board Meeting of September 6,2022
- B. Check Register dated September 13,2022; \$36,000.00

4. Action Items

A. Adoption of Resolution Regarding Remote Meetings (Counsel)

Counsel Navé briefed the directors on this resolution. After discussion, upon Motion by Director Coleman, seconded by Director Barney, the board unanimously approved the Resolution Regarding Remote Meetings RES# 22-09-846.

B. KEDC/EKEA Appointment (CEO)

Acting CEO Reid briefed the directors on the appointment of the KEDC/EKEA. After discussion, Upon motion by Director Barney to appoint Director Balentine to take the KEDC/EKEA, seconded by Director Coleman, the board unanimously approved Director Balentine's appointment to the open seat.

5. Reports

A. Chief Executive Officer

Acting CEO Reid presented the CEO report. Acting CEO Reid discussed rental rates, the repercussions for charging the wrong rates, and the importance of ensuring MASP is charging the correct rates.

B. Board Committees
No Standing Board Committees

6. Director Comments on Items Not on the Agenda

Director Barney discussed group insurance questions with Counsel.

7. Closed Session

A. Real Property Negotiations (Govt Code 54956.8):

Property: Hangar 78

Parties: MASP, Scaled Composites Negotiators: CEO, legal counsel

Terms: term, rent

B. Potential Litigation (Govt Code 54956.9): MASP v. Scaled Composites

C. Real Property Negotiations (Govt Code 54956.8):

Property: Building 10 Parties: MASP, CAPSED

Negotiators: CEO, legal counsel

Terms: Price

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

8. Closed Session Report

In closed session, the Board discussed Real Property Negotiations for Hangar 78 and Building 10, but no action was taken. The Board also discussed potential litigation involving Scaled Composites, but no action was taken. Counsel updated the board on the Masten Space Systems Bankruptcy. No other items were discussed.

ADJOURNMENT

There being no further business to come	e before the Board, the chair adjourned the meeting at 3:3	34 p.m.
ATTEST	Diane Barney, President	
Jimmy R. Balentine, Secretary		

Wednesday, September 28, 11:27AM Date: Time:

CPANKO

User:

Mojave Air & Space Port

Check Register - Standard

Page: Report: Company:

1 of 1 03630.rpt MASP

20,190.31

Period: 04-23 As of: 9/28/2022

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Clos	Ref sed Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company:	MASI	•								
Acct / Sub:	101000		1200							
062771	CK	10/4/2022	1314 Mead & Hunt	04-23	051783	VO	336807/ENG	8/8/2022	0.00	4,901.50
062772	CK	10/4/2022	1314 Mead & Hunt	04-23	051798	VO	337865	9/22/2022	0.00	5,057.59
062773	СК	10/4/2022	1314 Mead & Hunt	04-23	051799	VO	337743	9/21/2022	0.00	8,201.22
062774	СК	10/4/2022	1314 Mead & Hunt	04-23	051806	VO	337009	9/13/2022	0.00	2,030.00
Check Count:		4						Acct Sub Total:		20,190.31
				Check Type		Count	Amount Paid			
				Regular		4	20,190.31			
				Hand		0	0.00			
				Electronic Payment		0	0.00			
				Void		0	0.00			
				Stub		0	0.00			
				Zero		0	0.00			
				Mask		0	0.00			
				Total:		4	20,190.31			

Company Disc Total

0.00

Company Total



STAFF MEMORANDUM

TO: Board of Directors

FROM: Lynn Johansen, Contracts Manager

SUBJECT: Justin Stinemetze – Hangar 950 Consent to Sublease

MEETING DATE: October 4, 2022

Background:

Justin Stinemetze, owner of Hangar 950 is under a 20-year contract effective February 1, 2012 with (1) 5 year option. Mr. Stinemetze is requesting consent to Sublease his hangar to Jacob Rabideau. Mr. Stinemetze is also subletting to Zach Reeder under an approved sublet agreement from November 6, 2018.

Impacts:

Fiscal: None Environmental: None Legal: None

Recommended Action:

Staff recommends approval of the Consent to Sublease.

CONSENT TO SUBLEASE

This Consent to Sublease is made as of October 4, 2022 by master landlord Mojave Air and Space Port ("District"), a public entity, Justin Steinmetze, Owner, as Sublandlord, and Jacob Rabideaux, as Subtenant, for the premises commonly known as Land under Hangar 950 located at 17265 Roper St., Mojave, California ("Sublease Premises"), that Sublandlord leases from Mojave Air and Space Port ("District"), under that lease dated February 1, 2012, as may be amended (collectively, "Master Lease").

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

1. Character of Consent

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

2. Scope and Conditions of Consent

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

3. Assumption of Sublandlord's Obligations

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

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

4. Obligations of District

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

5. Termination of Sublease

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

6. Continuation of Sublease

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

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

7. Compliance with Sublease

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

8. Insurance

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

9. Absolute Assignment of Rents

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

10. Excess Rents

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

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

11. No Consent to Alterations

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

12. Legal

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

13. Notices

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

District:

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

Sublandlord:

Justin Stienmetze 15972 Rexroth Mojave, CA 93501

Subtenant:

Jacob Rabideau 21525 Golden Hills Blvd. Unit C Tehachapi, CA

Mojave Air and Space Port	Justin Stienmetze	
By Tim Reid Acting CEO	By Justin Steinmetze Hangar Owner	
Jacob Rabideau		
By Jacob Radideau		

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

Subtenant



STAFF MEMORANDUM

TO: Board of Directors

FROM: Scott Nave, Counsel

SUBJECT: Voyager Aircraft, LLC (Richard Rutan)–Hangar 969

Consent to Sublease

MEETING DATE: October 4, 2022

Background:

Dick Rutan, owner of Hangar 969 is under a 15-year contract effective February 1, 2015, with (3) 5-year options. Mr. Rutan is requesting consent to Sublease his hangar to Charles Coleman. As Mr. Coleman is a Board Director of Mojave Air & Space Port; the District did seek advice from the State of California Fair Political Practices Commission (FPPC) in this matter. Under the FPPC guidelines pertaining to this specific case, Mr. Coleman is eligible to Sublease a hangar from Mr. Rutan while serving as a Board of Director.

Impacts:

Fiscal: None Environmental: None Legal: None

Recommended Action:

Staff recommends approval of the Consent to Sublease.

CONSENT TO SUBLEASE

This Consent to Sublease is made as of October 4, 2022 by master landlord Mojave Air and Space Port ("District"), a public entity, Voyager Aircraft, LLC (Richard Rutan), Owner, as Sublandlord, and Charles Coleman, as Subtenant, for the premises commonly known as Land under Hangar 969 located at 17172 Roper St., Mojave, California ("Sublease Premises"), that Sublandlord leases from Mojave Air and Space Port ("District"), under that lease dated February 1, 2015, as may be amended (collectively, "Master Lease").

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

1. Character of Consent

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

2. Scope and Conditions of Consent

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

3. Assumption of Sublandlord's Obligations

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

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

4. Obligations of District

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

5. Termination of Sublease

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

7. Compliance with Sublease

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

8. Insurance

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

9. Absolute Assignment of Rents

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

10. Excess Rents

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

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

11. No Consent to Alterations

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

12. Legal

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

13. Notices

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

District:

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

Sublandlord:

Voyager Aircraft, LLC 4305 E. Mulan Trail Rd. Coeur d'Alene, ID 83814

Subtenant:

Chuck Coleman P.O. Box 1073 Mojave, CA 93502

Mojave Air and Space Port	Voyager Aircraft, LLC.
By Tim Reid Acting CEO	By Richard Rutan Agent
Charles Coleman	
By Charles Coleman	

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

Subtenant

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

County	

	General	Treasury	LAIF	Total
Beginning Balance	\$ 3,570,898.80	\$ 1,813,794.42	\$ 4,196,080.87	\$ 9,580,774.09
Receipts:				
Operating Revenues	1,562,331.06	-	-	1,562,331.06
Interest Income	125.89	-	-	125.89
Tax Proceeds				
Total Receipts	1,562,456.95			1,562,456.95
Expenditures:				
Operating Expenses	(1,848,686.72)		-	(1,848,686.72)
Project Expenses				
Total Expenditures	(1,848,686.72)			(1,848,686.72)
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF				
Total Transfers	<u> </u>			
Ending Balance	\$ 3,284,669.03	\$ 1,813,794.42	\$ 4,196,080.87	\$ 9,294,544.32

MOJAVE AIR & SPACE PORT

Revenue and Expense by Function For the Two Months Ending Wednesday, August 31, 2022

Departing Revenue Fuel Sales & Services - 642,152 - 642,15		Rents & Leases	Rents & Leases	Flight Related	Non-flight Related	
Fuel Sales & Services	<u> </u>	Aviation	Non-aviation	Activities	Activities	Total
Cost of Fuel & Lubricants Sold Gross Profit to Fuel Sales & Services - 163,131 163,131 163,131 164,3131 164						
Services - 163,131 - 163,131 - 163,131 Rents & Leases 944,944 323,959 2,565 6,248 1,277,716 Other Revenue - - 10,186 54,164 64,350 Total Operating Revenue 944,944 323,959 175,882 60,0412 1,505,197 Operating Expense Salaries & Benefits 196,755 137,048 176,463 83,553 593,820 Noncapitalized Equipment 3,036 3,055 1,820 2,713 10,624 Supplies 8,038 5,074 1,2844 1,899 27,856 Communications 4,973 1,810 2,485 2,053 11,321 Training & Travel 64 64 64 64 64 64 64 6		-	-	•	-	•
Services	_	-		479,021	-	479,021
Rents & Leases 944,944 323,959 2,565 6,248 1,277,716 Other Revenue 944,944 323,959 175,882 60,412 1,505,197 Operating Expense 3 5 137,048 176,463 83,553 593,820 Salaries & Benefits 196,755 137,048 176,463 83,553 593,820 Supplies 8,038 5,074 1,2844 1,899 27,856 Licensing & Software 2,764 1,977 600 914 6,256 Communications 4,973 1,810 2,485 2,053 11,321 Training & Travel 64 64 64 4,878 8,788 Permits & Fees - - 2,574 - 2,574 Repairs & Maintenance 63,639 28,206 75,252 1,350 16,847 Engineering Services 32,701 15,266 9,069 5,971 63,007 Legal & Accounting Services 1,420 1,340 76,028 - 78,78						
Other Revenue - - 1.0,186 54,164 64,350 Total Operating Revenue 944,944 323,959 175,882 60,412 1,505,197 Operating Expense Salaries & Benefits 196,755 137,048 176,463 38,533 30,350 3,035 1,820 2,713 10,624 Supplies 8,038 5,074 12,844 1,899 27,856 Licensing & Software 2,764 1,977 600 914 6,256 Communications 4,973 1,810 2,485 2,053 11,321 Training & Travel 64 64 64 8,786 8,978 Permits & Fees - 2,574 2,574 2,574 2,574 2,574 2,574 2,574 2,574 2,574 2,574 3,079 75,522 1,350 18,447 3,007 3,079 75,522 1,350 18,447 4,663 3,674 1,457 4,60 3,007 4,575 2,815 6,044 1,457 1,62,79		-	-		-	
Total Operating Exense 944,944 323,959 175,882 60,412 1,505,197		944,944	323,959			
Salaries & Benefits 196,755 137,048 176,463 83,553 593,820	_	-	-			
Salaries & Benefits 196,755 137,048 176,463 83,553 593,820 Noncapitalized Equipment 3,036 3,055 1,820 2,713 10,624 Supplies 8,038 5,074 12,844 1,899 27,856 Licensing & Software 2,764 1,977 600 914 6,256 Communications 4,973 1,810 2,485 2,053 11,321 Training & Travel 64 64 64 8,786 8,978 Permits & Fees - - 2,574 - 2,574 Repairs & Maintenance 63,639 28,206 75,252 1,350 168,447 Engineering Services 32,701 15,266 9,069 5,971 63,007 Legal & Accounting Services 16,258 - - 18,079 44,663 Bad Debts - 1,420 1,400 76,028 - 78,788 Bad Debts - 1,420 1,407 16,479 16,479 16,479 <td></td> <td>944,944</td> <td>323,959</td> <td>175,882</td> <td>60,412</td> <td>1,505,197</td>		944,944	323,959	175,882	60,412	1,505,197
Noncapitalized Equipment 3,036 3,055 1,820 2,713 10,624 Supplies 8,038 5,074 12,844 1,899 27,856 12,661 12,844 1,899 27,856 12,661 12,844 1,899 27,856 12,661 12,844 1,899 27,856 12,661 12,845 1,891 12,845 1,891 12,845 1,891						
Supplies		•	•	•		
Licensing & Software						
Communications 4,973 1,810 2,485 2,053 11,321 Training & Travel 64 64 64 64 8,786 8,978 Permits & Fees - - 2,574 - 2,574 Repairs & Maintenance 63,639 28,206 75,252 1,350 168,447 Engineering Services 32,701 15,266 9,069 5,971 63,007 Legal & Accounting Services 1,420 1,340 76,028 - 78,788 Bad Debts - - - - - - Dues & Subscriptions 3,079 75 75 2,815 6,044 Insurance 16,479	Supplies	8,038	5,074			
Training & Travel 64 64 64 8,786 8,978 Permits & Fees - - 2,574 - 2,574 Repairs & Maintenance 63,639 28,206 75,252 1,350 168,447 Engineering Services 32,701 15,266 9,069 5,971 63,007 Legal & Accounting Services 26,584 - - 18,079 44,663 Operating Services 1,420 1,340 76,028 - 78,788 Bad Debts - - - 75 75 2,815 6,044 Insurance 16,479 1,587 1,587 1,587 1,587 <td>Licensing & Software</td> <td>2,764</td> <td>1,977</td> <td>600</td> <td>914</td> <td></td>	Licensing & Software	2,764	1,977	600	914	
Permits & Fees - - 2,574 - 2,574 Repairs & Maintenance 63,639 28,206 75,252 1,350 168,447 Engineering Services 32,701 15,266 9,069 5,971 63,007 Operating Services 1,420 1,340 76,028 - 78,788 Bad Debts - - - - - - - Dues & Subscriptions 3,079 75 75 2,815 6,044 Insurance 16,479 16,479 16,479 16,479 65,917 Marketing 660 463 463 10,058 11,644 Rent Expense 64 32 8,887 560 9,543 Utilities 19,463 35,616 12,307 12,431 79,818 Tenant Retention 928 928 9 6,601 2,263 9,461 Depreciation 142,889 804 263,415 2,407 49,9514 Excess	Communications	4,973	1,810	2,485	2,053	
Repairs & Maintenance 63,639 28,206 75,252 1,350 168,447 Engineering Services 32,701 15,266 9,069 5,971 63,007 Legal & Accounting Services 26,584 - - 18,079 44,663 Operating Services 1,420 1,340 76,028 - 78,788 Bad Debts - - - - - - - Dues & Subscriptions 30,799 75 75 2,815 6,044 Insurance 16,479 16,479 16,479 16,479 65,917 Marketing 660 463 463 10,058 11,644 Rent Expense 64 32 8,887 560 9,543 Utilities 19,463 35,616 12,307 12,431 79,818 Tenant Retention 928 928 - - 1,857 Miscellaneous 306 291 6,601 2,63 9,461 Depreciation	Training & Travel	64	64	64	8,786	8,978
Engineering Services 32,701 15,266 9,069 5,971 63,007 Legal & Accounting Services 26,584 -	Permits & Fees	-	-	2,574	-	2,574
Legal & Accounting Services 1,420	Repairs & Maintenance	63,639	28,206	75,252	1,350	168,447
Depreciating Services 1,420 1,340 76,028 - 78,788 8ad Debts	Engineering Services	32,701	15,266	9,069	5,971	63,007
Bad Debts	Legal & Accounting Services	26,584	-	-	18,079	44,663
Dues & Subscriptions 3,079 75 75 2,815 6,044 Insurance 16,479 16,479 16,479 16,479 16,479 65,917 Marketing 660 463 463 463 10,058 11,644 Rent Expense 64 32 8,887 560 9,543 Utilities 19,463 35,616 12,307 12,431 79,818 Tenant Retention 928 928 - - 1,857 Miscellaneous 306 291 6,601 2,263 9,461 Expense Reimbursements -	Operating Services	1,420	1,340	76,028	-	78,788
Insurance 16,479 16,479 16,479 16,479 16,479 65,917 Marketing 660 463 463 10,058 11,644 Rent Expense 64 32 8,887 560 9,543 Utilities 19,463 35,616 12,307 12,431 79,818 Tenant Retention 928 928 -	Bad Debts	-	-	-	-	-
Marketing 660 463 463 10,058 11,644 Rent Expense 64 32 8,887 560 9,543 Utilities 19,463 35,616 12,307 12,431 79,818 Tenant Retention 928 928 - - - 1,857 Miscellaneous 306 291 6,601 2,263 9,461 Depreciation 142,889 804 263,415 2,407 409,514 Expense Reimbursements - - - (8,389) (11,001) (19,389) Total Operating Expense 523,844 248,529 657,039 161,331 1,590,742 Excess (Deficit) of Operating Revenue over Operating Expense 421,100 75,430 (481,157) (100,919) (85,546) Nonoperating Revenue 2,601 867 - - - 3,467 Interest Income 2,601 867 - 4,571 8,038 Excess (Deficit) of Revenue over 2,601 86	Dues & Subscriptions	3,079	75	75	2,815	6,044
Rent Expense 64 32 8,887 560 9,543 Utilities 19,463 35,616 12,307 12,431 79,818 Tenant Retention 928 928 - - 1,857 Miscellaneous 306 291 6,601 2,263 9,461 Depreciation 142,889 804 263,415 2,407 409,514 Expense Reimbursements - - (8,389) (11,001) (19,389) Total Operating Expense 523,844 248,529 657,039 161,331 1,590,742 Excess (Deficit) of Operating Revenue 2,601 867 - - 3,467 Interest Income 2,601 867 - 4,571 4,571 4,571 Total Nonoperating Revenue 2,601 867 - 4,571 8,038 Excess (Deficit) of Revenue over 2,601 867 - 4,571 8,038 Excess (Deficit) of FAA Projects - - - 318,389 318,389 <td>Insurance</td> <td>16,479</td> <td>16,479</td> <td>16,479</td> <td>16,479</td> <td>65,917</td>	Insurance	16,479	16,479	16,479	16,479	65,917
Utilities 19,463 35,616 12,307 12,431 79,818 Tenant Retention 928 928 - - 1,857 Miscellaneous 306 291 6,601 2,263 9,461 Depreciation 142,889 804 263,415 2,407 409,514 Expense Reimbursements - - - (8,389) (11,001) (19,389) Total Operating Expense 523,844 248,529 657,039 161,331 1,590,742 Excess (Deficit) of Operating Revenue over Operating Revenue 867 - - - 3,467 Interest Income - - - - 4,571 4,571 4,571 Total Nonoperating Revenue 2,601 867 - 4,571 8,038 Excess (Deficit) of Revenue over Expense 2,601 867 - 4,571 8,038 FAA Projects - - - - 4,571 8,038 FAA Projects - -	Marketing	660	463	463	10,058	11,644
Tenant Retention 928 928 - - 1,857 Miscellaneous 306 291 6,601 2,263 9,461 Depreciation 142,889 804 263,415 2,407 409,514 Expense Reimbursements - - (8,389) (11,001) (19,389) Total Operating Expense 523,844 248,529 657,039 161,331 1,590,742 Excess (Deficit) of Operating Revenue over Operating Expense 421,100 75,430 (481,157) (100,919) (85,546) Nonoperating Revenue 2,601 867 - - 3,467 Interest Income 2,601 867 - 4,571 4,571 Total Nonoperating Revenue 2,601 867 - 4,571 8,038 Excess (Deficit) of Revenue over 423,701 76,296 (481,157) (96,348) (77,508) FAA Projects FAA Projects Expense - - - 318,389 318,389 Excess (Deficit) of FAA Projects Expense	Rent Expense	64	32	8,887	560	9,543
Miscellaneous 306 291 6,601 2,263 9,461 Depreciation 142,889 804 263,415 2,407 409,514 Expense Reimbursements - - - (8,389) (11,001) (19,389) Total Operating Expense 523,844 248,529 657,039 161,331 1,590,742 Excess (Deficit) of Operating Revenue over Operating Expense 421,100 75,430 (481,157) (100,919) (85,546) Nonoperating Revenue Property Taxes 2,601 867 - - - 3,467 Interest Income 2,601 867 - 4,571 4,571 4,571 Total Nonoperating Revenue Excess (Deficit) of Revenue over Expense 2,601 867 - 4,571 8,038 Excess (Deficit) of Revenue over Expense - - - 4,571 8,038 Excess (Deficit) of FAA Projects - - - - 318,389 318,389 Excess (Deficit) of FAA Projects - - - -	Utilities	19,463	35,616	12,307	12,431	79,818
Depreciation 142,889 804 263,415 2,407 409,514 Expense Reimbursements - - (8,389) (11,001) (19,389) Total Operating Expense 523,844 248,529 657,039 161,331 1,590,742 Excess (Deficit) of Operating Expense Revenue over Operating Expense 421,100 75,430 (481,157) (100,919) (85,546) Nonoperating Revenue Property Taxes 2,601 867 - - - 3,467 Interest Income - - - - 4,571 4,571 Total Nonoperating Revenue 2,601 867 - 4,571 4,571 Total Nonoperating Revenue 2,601 867 - 4,571 8,038 Excess (Deficit) of Revenue over Expense 423,701 76,296 (481,157) (96,348) (77,508) FAA Projects FAA Projects Expense - - - 318,389 318,389 Excess (Deficit) of FAA Projects Revenue over FAA Projects - - - (318,389) (318,389) Reserve Designations Infrastructure Projects - - - - (44,501 44,501 Equipment - - - - - 44,501 44,501 Equipment - - - - - - 44,501 44,501 Equipment - - - - - - - - -	Tenant Retention	928	928	-	-	1,857
Depreciation 142,889 804 263,415 2,407 409,514 Expense Reimbursements - - (8,389) (11,001) (19,389) Total Operating Expense 523,844 248,529 657,039 161,331 1,590,742 Excess (Deficit) of Operating Expense Revenue over Operating Expense 421,100 75,430 (481,157) (100,919) (85,546) Nonoperating Revenue Property Taxes 2,601 867 - - - 3,467 Interest Income - - - - 4,571 4,571 Total Nonoperating Revenue 2,601 867 - - 4,571 4,571 Total Nonoperating Revenue 2,601 867 - 4,571 8,038 Excess (Deficit) of Revenue over Expense 423,701 76,296 (481,157) (96,348) (77,508) FAA Projects FAA Projects Expense - - - 318,389 318,389 Excess (Deficit) of FAA Projects Revenue over FAA Projects - - - (318,389) (318,389) Reserve Designations Infrastructure Projects - - - - 16,707 16,707 Building Improvements - - - - 44,501 44,501 Equipment - - - - - 44,501 44,501 Equipment - - - - - 104,018 104,018 Expense - - - - - - - - -	Miscellaneous	306	291	6,601	2,263	9,461
Expense Reimbursements - - (8,389) (11,001) (19,389) Total Operating Expense 523,844 248,529 657,039 161,331 1,590,742	Depreciation	142,889	804		2,407	
Total Operating Expense 523,844 248,529 657,039 161,331 1,590,742	-	, -	-			
Revenue over Operating Expense 421,100 75,430 (481,157) (100,919) (85,546)		523,844	248,529			1,590,742
Revenue over Operating Expense 421,100 75,430 (481,157) (100,919) (85,546)						
Nonoperating Revenue	Excess (Deficit) of Operating					
Property Taxes 2,601 867 - - 3,467 Interest Income	Revenue over Operating Expense	421,100	75,430	(481,157)	(100,919)	(85,546)
Interest Income	Nonoperating Revenue					
Total Nonoperating Revenue 2,601 867 - 4,571 8,038	Property Taxes	2,601	867	-	-	3,467
Excess (Deficit) of Revenue over Expense 423,701 76,296 (481,157) (96,348) (77,508) FAA Projects FAA Projects Expense - - - 318,389 318,389 Expense - - - (318,389) (318,389) Reserve Designations Infrastructure Projects - - - 16,707 16,707 Building Improvements - - - 44,501 44,501 Equipment - - - 104,018 104,018	Interest Income	-	-	-	4,571	4,571
Excess (Deficit) of Revenue over Expense 423,701 76,296 (481,157) (96,348) (77,508) FAA Projects FAA Projects Expense - - - 318,389 318,389 Expense - - - (318,389) (318,389) Reserve Designations Infrastructure Projects - - - 16,707 16,707 Building Improvements - - - 44,501 44,501 Equipment - - - 104,018 104,018	_					
Excess (Deficit) of Revenue over Expense 423,701 76,296 (481,157) (96,348) (77,508) FAA Projects FAA Projects Expense - - - 318,389 318,389 Excess (Deficit) of FAA Projects Revenue over FAA Projects Expense - - - (318,389) (318,389) Reserve Designations Infrastructure Projects - - - 16,707 16,707 Building Improvements - - - 44,501 44,501 Equipment - - - 104,018 104,018	Total Nonoperating Revenue	2,601	867	-	4,571	8,038
FAA Projects FAA Projects Expense - - - 318,389 318,389 Excess (Deficit) of FAA Projects Revenue over FAA Projects - - (318,389) (318,389) Reserve Designations Infrastructure Projects - - - 16,707 16,707 Building Improvements - - - 44,501 44,501 Equipment - - - 104,018 104,018	Excess (Deficit) of Revenue over					
FAA Projects Expense - - 318,389 318,389 Excess (Deficit) of FAA Projects Revenue over FAA Projects Expense - - (318,389) (318,389) Reserve Designations Infrastructure Projects - - - 16,707 16,707 Building Improvements - - - 44,501 44,501 Equipment - - - 104,018 104,018	Expense	423,701	76,296	(481,157)	(96,348)	(77,508)
Excess (Deficit) of FAA Projects Revenue over FAA Projects Expense (318,389) (318,389) Reserve Designations Infrastructure Projects 16,707 16,707 Building Improvements 44,501 44,501 Equipment 104,018 104,018	FAA Projects					
Revenue over FAA Projects Expense - - - (318,389) (318,389) Reserve Designations Infrastructure Projects - - - 16,707 16,707 Building Improvements - - - 44,501 44,501 Equipment - - - 104,018 104,018	FAA Projects Expense	-	-	-	318,389	318,389
Expense - - (318,389) (318,389) Reserve Designations Infrastructure Projects - - - 16,707 16,707 Building Improvements - - - 44,501 44,501 Equipment - - - 104,018 104,018	Excess (Deficit) of FAA Projects					
Reserve Designations Infrastructure Projects - - - 16,707 16,707 Building Improvements - - - 44,501 44,501 Equipment - - - 104,018 104,018	Revenue over FAA Projects					
Reserve Designations Infrastructure Projects - - - 16,707 16,707 Building Improvements - - - 44,501 44,501 Equipment - - - 104,018 104,018	Expense	-	-	-	(318,389)	(318,389)
Infrastructure Projects - - - 16,707 16,707 Building Improvements - - - 44,501 44,501 Equipment - - - 104,018 104,018					, -,1	,
Building Improvements - - - 44,501 44,501 Equipment - - - 104,018 104,018		_	-	-	16.707	16.707
Equipment 104,018 104,018		-	-	-		•
		_	-	-		
	Total Reserve Designations	_	-	-	165,226	165,226

Mojave Air & Space Port Fuel Inventory Report

AUGUST 2022

JET A		
Beginning Inventory		76,182
Gallons Delivered		
Gallons Purchased		78,518
Defuels		-
Total Gallons Delivered		78,518
Gallons Pumped		
Gallons Sold		81,551
Refuels		-
Tank farm/Line truck sumps		14
Delivery Samples		50
Total Gallons Pumped		81,615
Ending Inventory		69,673
Physical Check		76,182
Inventory Value at	4.39	\$334,438.98

	AVGAS		
Beginning Inventory Gallons Delivered			11,208
	Gallons Purchased		-
Gallons Pumped			
	Gallons Sold		3,322
	Tank farm/Line truck sumps		5
	Delivery Samples		-
	Total Gallons Pumped		3,327
Ending Inventory			7,881
Physical Check			7,730
Inventory Value at		5.72	\$44,215.60

LUBRICANTS	
Beginning Inventory	230
Quarts Purchased	0
Quarts Sold	6
Ending Inventory	224
Physical Check	224
Aeroshell 100; 100W; 15/50 Multi 114@ \$8.35;43@ \$8.35; 73@ \$11.29	\$2,135.12

PRIST	
Beginning Inventory	117
Cans Purchased	0
Cans Sold	0
Ending Inventory	117
Physical Check - Cans	117
Physical Check - Bulk	9.6
117 CANS @ \$7.40; 9.6 (2.3) Gallons @ 60.90	\$1,497.24

UNLEADED FUEL					
Beginning Inventory		832.0			
Gallons Purchased		463.0			
Gallons Used	_	657.0			
Ending Inventory	-	638.0			
Physical Check		561.6			
Inventory Value at	\$4.77	\$2,678.27			

DIE	SEL FUEL	
Beginning Inventory		926.0
Gallons Purchased		0.0
Gallons Used		288.2
Ending Inventory		637.8
Physical Check		644.8
Inventory Value at	\$5.31	\$3,423.24

AUGUST 2022 Fuel Inventory \$388	,388.45 AL
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AUGUST Gallons Sold	84,873
Year to Date	122,239

Mojave Air & Space Port

Customers Over 90 Days Past Due

	1-30 Days	31-60 Days	61-90 Days	90+ Days	TOTAL	Comments
Dean Soest	300.00	452.27	492.53	3,746.58	4,991.38	Has moved one of the planes- Working with Legal
Aged AR as of 9/29/2022	618.046.72	31.320.00	29.811.54	3.746.58	682.924.84	

2022	1	_		1	1	1					1	1		1				T	ı			$\overline{}$
2022	-			·									+					_				
		January	February	March	April	May	June	July	August	September	October	November	December									
Total Income		\$ 14,393.35	-								\$ -	\$ -	\$-									
Total Expenses			\$ 16,397.68	, .,	\$ 19,430.07	, , , , , , , ,	\$ 13,213.09	1 -,	,	<u> </u>	Ş -	Ş -	\$ -									
Net Income		\$ (3,356.02)	\$ (2,234.72)	\$ 98.68	\$ (5,707.71)	\$ 4,213.87	\$ 3,159.74	\$ (2,922.61)	\$ (6,307.66)	\$-	\$ -	\$-	\$ -									
MEMBERSHIPS		571	583	566	581	574	589	582	504	0	0	0	0									
New Members		90	103	95	85	51	69	47	37	0	0	0	0									
Cancelled Members		-110	-91	-112	-60	-58	-54	-54	-115	0	0	0	0									T
Net Change		-20	12	-17	25	-7	15	-7	-78	0	0	0	0									
Notes for board:	JANUARY:	Of the 110 cance	els, 36 were swit	ched to the new	system, 15 went i	nto collections, 11	moved, 5 had n	o time, 4 had jo	b transfers, 4 joir	ed other gyms,	refusing to pay, n	nedical &	•									1
		No reason had 2	, and reasons of	COVID concerns	, equipment @hoi	me, and previously	cancelled had 1	. All other canc	els were for othe	r reasons.												1
	February:	Of the cancels, 4	Of the cancels, 42 were switched to the new system, 15 were for returned to collections status, 6 moved, 4 joined other gyms, 3 were previously cancelled, 4 had no time,																			
		and reasons of medica, too far, job providing gym and other all had 1. All other reasons are unknown.													1							
																						+
	March:	Of the cancels 3	22 were switcher	to the new syst	em, 16 went into	collections 7 mov	ad 6 refuse to n	av 5 refused to	switch to nortal	A joined other or	vms Fauinment	@home										$\overline{}$
	IVIdi Cit.				and indifinite fre					4 joined other g	yins, Equipment	enome										1
	-	_and job transier	s iiau 3, too iai, i	Tiai membersing	and munifice ire	eze nau z, anu rea	ison of no longer	employee & ca	iii t aiioiu iiau 1													+
	April:	7064h - 55	. 47	had be ble a second				had a store d		for Alleland on	the second Discount			t - 10 de - 11 -			a bad accide	-16 -66 4-4-		al and also	-ff	
	Aprii:										tner gym. Discre	pancy in income :	statement is due	to 10 aupile	ates. Also g	ross profit lower as w	e nad our n	lair off 1st r	nonth speci	ai and aiso	offered free month to	tnose
	-			tai (ABC), the rei	maining either we	re cancelled due t	o delinquency or	ala not comple	te their cancellat	ion forms								_				
		that switched to	the portal.															-				-
	May:				new system, 2 we			lled due to por	tal switch, 15 can	celled due to mo	oving out of the a	rea										
		and the rest wer	re either cancelle	ed because of mi	ssed payments or	unknown reasons																
	June:	Of the 54 cancel	s, 5 were return	ed for collection:	s, 5 converted to t	he new portal, 3 h	ad no time, 21 n	noved, 2 joined	another club, 3 h	ad temporary												
		memberships, 1	cancelled due to	shower availab	ility, the rest were	either cancelled I	ecause of misse	d payments or	unknown reasons													
	July:	Of the 54 cancel	s, 18 moved, 2 j	oined another cl	ub, 2 had tempora	ary memberships,	2 moved out of	state, 3 had no t	ime and the rest	were either can	celled because of	missed payment	s or unknown re	asons.								
					portal but are cor							, , , ,										
											1		1				1	1				
	August:	Of the 115 cance	als 65 were not	transferred from	the datatrak, 25 i	noved 25 remain	ng cancelled for	other reasons	r were delinauer	nt .			1									+
L	mugust.	or the 113 cance	cia, oa wele liot	u ansienteu ii Oili	i tiic uutatiak, 23 i	novcu, 23 lellialli	ng concelled for	outier reasons t	or were delilique	ic .	1		1				1	1				



CEO REPORT

TO: MASP Board of Directors

FROM: Tim Reid

MEETING DATE: October 4, 2022

Updates

→ FAA Discretionary Funds

Had a meeting with the FAA ADO office last week to discuss the upcoming ACIP list and projects slated for the next 5 years. We will be working with Mead & Hunt to update the project priority list. According to the FAA, since Mojave has received substantial monies for Runway 12/30 rehabilitation, there is a good chance we will not see more discretionary funding for their FY 2023 due to other projects in the area with higher priority. This will result in delaying any funding requested for the GA Hangar pavement rehabilitation project we requested for 2023. However, since we have began working on repair of the cracks in the area, this should have no impact, provided the repairs hold (will be monitoring during the winter months to ensure the repairs hold up as expected).

→ Runway 12/30 Project

Contacted both Rep. McCarthy's office and Assemblyman Lackey's office to request additional assistance for funding the remaining 25% of Runway 12/30 rehabilitation – the 50 feet of pavement not covered under the AIP grant. Both offices are looking into alternate means of funding, but as it currently stands, we remain less than optimistic these funds will become available prior to the scheduled rehabilitation project scheduled for next spring. The Airport will most likely recommend seal-coating the remaining sides of the unimproved 50 feet of the runway not covered by the AIP grant, in accordance with the original construction plans. This should hold the pavement over for at least 2 years until we can secure funding.

→ GA Hangar Rates Study

Gave notice to proceed on this project, anticipate at least 2 months until we get a final deliverable. AMCG will be on site in the next couple of weeks inspecting Airport-owned hangars to evaluate conditions to assist with their evaluation.

→ Hypersonic Flight Test Corridor

Kimley-Horn held their kick-off meeting last week to begin work on the corridor project. Will be meeting bi-weekly to keep an update on their progress. They are aware of the time constraints and will work to ensure deliverables are completed in a timely manner.

→ MASP 50th Anniversary Party

Will be held on Saturday, November 19, 2022. Staff will be working on sending out invites to our stakeholders soon.



CEO REPORT

→ Insurance

Commercial Property - Annual Renewal - \$126,117.00

Authorized Payments

BOARD MEETING: 10/4/22	DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER	9/27/2022	133874.53		133,874.53
				-
				-
EFT'S 9.27.22		-	\$310,098.05	310,098.05
		133,874.53	310,098.05	443,972.58
BOD CHECK	10/4/2022	4,901.50		
	-, , -	5,057.59		
		8,201.22		
		2,030.00		
VOID CHECK		20,190.31		20,190.31
TOTAL ALL CHECKS & EFT'S				464,162.89

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company:	MAS	Р								
Acct / Sub:	101000		1200							
062722	CK	9/27/2022	0109 AT&T	03-23	051760	VO	29683334/0922	9/1/2022	0.00	473.05
062722	CK	9/27/2022	0109 AT&T	03-23	051761	VO	34122793/0922	9/7/2022	0.00	130.66
062722	CK	9/27/2022	0109 AT&T	03-23	051762	VO	23831139/0922	9/7/2022	0.00	130.66
									Check Total	734.37
062723	CK	9/27/2022	0112 American Assoc of Airport Exec	03-23	051805	VO	1110248/CR	9/8/2022	0.00	275.00
062724	CK	9/27/2022	0216 Arrow Engineering Services, Inc.	03-23	051751	VO	226993 083122	8/31/2022	0.00	9,687.00
062724	CK	9/27/2022	0216 Arrow Engineering Services, Inc.	03-23	051752	VO	206872 083122	8/31/2022	0.00	3,897.50
									Check Total	13,584.50
062725	CK	9/27/2022	0248 AV Celebrations	03-23	051763	VO	1266	7/28/2022	0.00	1,397.30
062726	СК	9/27/2022	0333 Capture Technologies, Inc	03-23	051764	VO	77376	9/21/2022	0.00	12,896.82
062727	СК	9/27/2022	0350	03-23	051818	VO	32080054/0922	9/20/2022	0.00	54.00
000707	OK	0/07/0000	Clarks Pest Control	00.00	054040	\/0	00000057/0000	0/00/0000	0.00	00.00
062727	CK	9/27/2022	0350 Clarks Pest Control	03-23	051819	VO	32080057/0922	9/20/2022	0.00	93.00
062727	CK	9/27/2022	0350 Clarks Pest Control	03-23	051820	VO	32080048/0922	9/20/2022	0.00	123.00
062727	CK	9/27/2022	0350 Clarks Pest Control	03-23	051821	VO	32080051/0922	9/20/2022	0.00	55.00
									Check Total	325.00
062728	CK	9/27/2022	0430 Desert Truck Service Inc.	03-23	051768	VO	1337717	9/14/2022	0.00	420.69
062728	CK	9/27/2022	0430 Desert Truck Service Inc.	03-23	051769	VO	1337803	9/15/2022	0.00	148.67
062728	СК	9/27/2022	0430 Desert Truck Service Inc.	03-23	051770	VO	1337789	9/14/2022	0.00	41.36
062728	CK	9/27/2022	0430 Desert Truck Service Inc.	03-23	051822	VO	1337809	9/16/2022	0.00	67.93
									Check Total	678.65

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062729	CK	9/27/2022	0459 Dell Business Credit	03-23		051771	VO	091122	9/11/2022	0.00	24,855.89
062730	CK	9/27/2022	0479 Aramark	03-23		051754	VO	2601511356	9/9/2022	0.00	79.77
062730	CK	9/27/2022	0479 Aramark	03-23		051755	VO	2601512801	9/16/2022	0.00	79.77
062730	CK	9/27/2022	0479 Aramark	03-23		051756	VO	2601512814	9/16/2022	0.00	164.37
062730	CK	9/27/2022	0479 Aramark	03-23		051758	VO	2601511474	9/9/2022	0.00	57.51
062730	CK	9/27/2022	0479 Aramark	03-23		051759	VO	2601511471	9/9/2022	0.00	220.30
				_					Che	ck Total	601.72
062731	CK	9/27/2022	0517 De Leon Auto Glass	03-23		051766	VO	W-11871	9/15/2022	0.00	355.00
062732	СК	9/27/2022	0518 Elevation Corp. Health, LLC	03-23		051753	VO	9342	8/31/2022	0.00	1,856.66
062733	СК	9/27/2022	0524 The Equipment Connection, Inc.	03-23		051772	VO	I-000345	9/12/2022	0.00	925.00
062734	СК	9/27/2022	0526 Diamond Ford Accounting	03-23		051767	VO	629248	8/22/2022	0.00	3,607.22
062735	CK	9/27/2022	0615 Federal Express	03-23		051785	VO	788600191	9/16/2022	0.00	132.99
062735	CK	9/27/2022	0615 Federal Express	03-23		051786	VO	788600192	9/16/2022	0.00	92.45
062736	СК	9/27/2022	0717 Geographic Data and	03-23		051788	VO	GD109641	Che 9/12/2022	ck Total 0.00	225.44 8,590.00
062737	СК	9/27/2022	0751 The Gibbons Family LLC	03-23		051791	VO	INVST PMT/0922	9/30/2022	0.00	6,311.14
062738	СК	9/27/2022	0773 Grainger	03-23		051787	VO	9437605166	9/7/2022	0.00	385.63

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062739	CK	9/27/2022	0825 Edward Hargroder	03-23	051792	VO	091422	9/14/2022	0.00	3,500.00
062740	СК	9/27/2022	0842 J. Hitchcock Riverwest	03-23	051790	VO	INVST PMT/0922	9/30/2022	0.00	4,207.43
062741	СК	9/27/2022	0897 Core and Main LP	03-23	051765	VO	R517624	9/1/2022	0.00	858.36
062742	СК	9/27/2022	1103 KERN COUNTY DEPT.	03-23	051776	VO	170674151	8/16/2022	0.00	7.54
062742	СК	9/27/2022	1103 KERN COUNTY DEPT.	03-23	051777	VO	170674357	8/18/2022	0.00	10.44
062742	СК	9/27/2022	1103 KERN COUNTY DEPT.	03-23	051778	VO	170674732	8/22/2022	0.00	26.10
062742	СК	9/27/2022	1103 KERN COUNTY DEPT.	03-23	051779	VO	170674781	8/22/2022	0.00	9.86
062742	СК	9/27/2022	1103 KERN COUNTY DEPT.	03-23	051780	VO	170674974	8/25/2022	0.00	31.32
062743	СК	9/27/2022	1106 Elmer F. Karpe, Inc.	03-23	051789	VO	INVT PMT/0922	9/30/2022	Check Total 0.00	85.26 10,518.56
062744	CK	9/27/2022	1138 Kern Machinery	03-23	051795	VO	104-988866	9/9/2022	0.00	810.87
062745	СК	9/27/2022	1161 Kern Auto Parts Inc	03-23	051796	VO	970717	9/15/2022	0.00	11.79
062745	CK	9/27/2022	1161 Kern Auto Parts Inc	03-23	051797	VO	970100	9/2/2022	0.00	536.30
062746	СК	9/27/2022	1315 McMaster-Carr	03-23	051781	VO	83711586	8/25/2022	Check Total 0.00	548.09 129.78
062746	СК	9/27/2022	1315 McMaster-Carr	03-23	051800	VO	84432060	9/8/2022	0.00	220.02
062747	OV.	0/27/2022	1260		051700		<i>EE70E</i>	7/20/2022	Check Total	349.80
062747	CK	9/27/2022	1369 Mojave Desert News	03-23	051782	VO	55725	7/28/2022	0.00	202.00
062747	CK	9/27/2022	1369 Mojave Desert News	03-23	051801	VO	55799	8/18/2022	0.00	79.00
									Check Total	281.00

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062748	СК	9/27/2022	1372 Mojave Public Utility District	03-23	051803	VO	08221	9/9/2022	0.00	5,798.02
062749	СК	9/27/2022	1373 Mojave Public Utility District	03-23	051804	VO	08222	9/9/2022	0.00	171.05
062750	СК	9/27/2022	1415 Nwestco LLC	03-23	051807	VO	INV430360	9/21/2022	0.00	2,252.28
062751	СК	9/27/2022	1614 Kernprint Services	03-23	051794	VO	49489	9/21/2022	0.00	1,296.10
062752	СК	9/27/2022	1670 Linde Gas & Equipment Inc.	03-23	051835	VO	31392811	9/22/2022	0.00	63.38
062753	СК	9/27/2022	1800 Ramos Strong Inc	03-23	051836	VO	0378635	9/16/2022	0.00	3,368.90
062754	СК	9/27/2022	1896 Speedy Car Wash	03-23	051808	VO	4090	9/14/2022	0.00	345.00
062754	CK	9/27/2022	1896 Speedy Car Wash	03-23	051809	VO	4091	9/17/2022	0.00	320.00
062755	СК	9/27/2022	1952 Southern California Edison	03-23	051829	VO	16545683/58	9/16/2022	Check Total 0.00	665.00 4,071.86
062755	СК	9/27/2022	1952 Southern California Edison	03-23	051830	VO	96090594/0922	9/16/2022	0.00	93.31
062755	CK	9/27/2022	1952 Southern California Edison	03-23	051839	VO	12285395/B-54	10/5/2022	0.00	16.66
062756	СК	9/27/2022	1954 Southern California Gas	03-23	051832	VO	89363938/0922	9/15/2022	Check Total 0.00	4,181.83 42.76
062756	CK	9/27/2022	1954 Southern California Gas	03-23	051833	VO	61545001/0922	9/15/2022	0.00	19.10
062756	CK	9/27/2022	1954 Southern California Gas	03-23	051834	VO	11545997/0922	9/12/2022	0.00	14.79
062757	СК	9/27/2022	2014 Sharper Landscaping Services	03-23	051828	VO	6246/0822	9/1/2022	Check Total 0.00	76.65 2,400.00

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
062758	СК	9/27/2022	2050 The Tire Store	03-23	051784	VO	167072	8/10/2022	0.00	95.00
062758	СК	9/27/2022	2050 The Tire Store	03-23	051810	VO	124441	9/13/2022	0.00	960.00
062758	CK	9/27/2022	2050 The Tire Store	03-23	051811	VO	124344	9/7/2022	0.00	820.00
062759	CK	9/27/2022	2071 Synchrony Bank	03-23	051817	VO	0822	9/10/2022	k Total 0.00	1,875.00 2,694.89
062760	CK	9/27/2022	2136 UNUM Life Ins. Co.	03-23	051837	VO	1022	10/1/2022	0.00	2,904.20
062761	СК	9/27/2022	2193 Velosio LLC	03-23	051814	VO	IN100-00084147	9/13/2022	0.00	107.50
062762	СК	9/27/2022	2214 Antelope Valley Press, Inc.	03-23	051812	VO	2022-2023	10/30/2022	0.00	272.52
062763	СК	9/27/2022	2230 Verizon Wireless	03-23	051838	VO	9915659352	10/4/2022	0.00	1,888.78
062764	СК	9/27/2022	2450 Xerox Corporation	03-23	051815	VO	017039212	9/1/2022	0.00	93.04
062764	СК	9/27/2022	2450 Xerox Corporation	03-23	051816	VO	017039211	9/1/2022	0.00	228.73
062765	СК	9/27/2022	3031 Floyd Vanwey	03-23	051813	VO	0922	9/23/2022	k Total 0.00	321.77 256.00
062766	СК	9/27/2022	3035 Ralph Nelson	03-23	051827	VO	091922	9/19/2022	0.00	798.95
062767	СК	9/27/2022	3039 Adriana Huerta	03-23	051826	VO	2021-2023	9/26/2022	0.00	1,959.00
062768	СК	9/27/2022	3200 Timothy Mallon	03-23	051802	VO	1911920	9/7/2022	0.00	175.00
062769	СК	9/27/2022	4008 Michael B.Jones DDS	03-23	051773	VO	083122/BUCK	8/31/2022	0.00	398.00

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062769	CK	9/27/2022	4008 Michael B.Jones DDS	03-23	051774	VO	083122/BUCK	8/31/2022	0.00	361.00
062769	CK	9/27/2022	4008 Michael B.Jones DDS	03-23	051775	VO	083122/BUCK	8/31/2022	0.00	149.00
062769	CK	9/27/2022	4008 Michael B.Jones DDS	03-23	051793	VO	090922/BUCK	9/9/2022	0.00	185.00
								Check Tot	al	1,093.00
062770	CK	9/27/2022	4523 Gerardo Perez	03-23	051823	VO	091522	9/15/2022	0.00	140.00
062770	CK	9/27/2022	4523 Gerardo Perez	03-23	051824	VO	090622	9/6/2022	0.00	216.00
062770	CK	9/27/2022	4523 Gerardo Perez	03-23	051825	VO	091522	9/15/2022	0.00	134.00
								Check Tot	al	490.00
Check Count:		49						Acct Sub Total:		133,874.53

Check Type Count **Amount Paid** Regular 49 133,874.53 Hand 0 0.00 Electronic Payment 0 0.00 Void 0 0.00 Stub 0 0.00 Zero 0 0.00 Mask 0.00 0 Total: 133,874.53 49

> **Company Disc Total Company Total** 133,874.53 0.00



AIR & SPACE PORT

AT RUTAN FIELD

Electronic Fund Transfer from September 10 through September 27, 2022

Date		Debit
9/14/2022	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$18,453.27
9/14/2022	ACH DEBIT TAXES PAYCHEX TPS	\$680.15
9/15/2022	ACH DEBIT PAYROLL PAYCHEX-RCX	\$58,073.89
9/15/2022	ACH DEBIT INVOICE PAYCHEX EIB	\$201.00
9/15/2022	ACH DEBIT GARNISH PAYCHEX CGS	\$48.96
9/16/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$35,034.53
9/16/2022	ACH DEBIT TAXES PAYCHEX TPS	\$11,800.77
9/16/2022	ACH DEBIT INVOICE PAYCHEX EIB	\$256.70
9/16/2022	ACH DEBIT HRS PMT PAYCHEX-HRS	\$171.00
9/19/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$33,264.67
9/20/2022	ACH DEBIT INVOICE PAYCHEX	\$664.65
9/20/2022	WIRE TRANSFER FEE	\$15.00
9/21/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$33,673.99
9/22/2022	ACH DEBIT ACH PMT AMEX EPAYMENT	\$15,964.43
9/22/2022	ACH DEBIT 3100 CALPERS	\$8,269.77
9/22/2022	ACH DEBIT 3100 CALPERS	\$8,247.83
9/22/2022	ACH DEBIT ACH PMT AMEX EPAYMENT	\$6,181.43
9/22/2022	ACH DEBIT 3100 CALPERS	\$3,451.87
9/22/2022	ACH DEBIT 3100 CALPERS	\$3,413.14
9/22/2022	ACH DEBIT INVESTMENT DSTRS	\$250.00
9/22/2022	ACH DEBIT INVESTMENT DSTRS	\$250.00
9/22/2022	ACH DEBIT INVESTMENT DSTRS	\$200.00
9/22/2022	ACH DEBIT INVESTMENT DSTRS	\$200.00
9/23/2022	ACH DEBIT PAYABLES Mojave Air-Space	\$36,500.00
9/23/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$33,610.00
9/23/2022	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$546.00
	ASV FEE OTHER CHARGES & FEES, ACH PER BATCH	
9/23/2022	FEE	\$5.00
9/26/2022	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$520.00
9/26/2022	ACCOUNT SERVICE FEE TM-ACH OR MULTIPLE SERVICES	\$75.00
9/26/2022	ACCOUNT SERVICE FEE RDC MONTHLY FEE	\$75.00
	Total	\$310,098.05