# ATTACHMENT B STANDARD LICENSE AGREEMENT

#### SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY LICENSE AGREEMENT FOR ACCESS TO AND USE OF BUILDING 732

#### VICTOR VALLEY COLLEGE

This License Agreement (this "License") is entered into this \_\_\_\_ day of \_\_\_\_ 2021, by and between the SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY, ("SCLAA") a California joint powers authority (hereinafter referred to as "Licensor") and VICTOR VALLEY COLLEGE ("VVC"), a non-profit educational institution, (hereinafter referred to as "Licensee" or "VVC"). Licensor and Licensee are hereinafter referred to individually as a "Party" and collectively as the "Parties".

#### RECITALS

WHEREAS, Licensor currently operates the Southern California Logistics Airport ("SCLA"), and

WHEREAS, Licensor wishes to permit certain areas and/or facilities at the SCLA to be used on a limited basis by Licensee; and

WHEREAS, the Parties desire to enter into this License to consummate their relationship and to further define the rights and liabilities of each other in connection with the license and use of the premises; and

WHEREAS, In March of 2006, the Victor Valley Aviation Education Consortium ("VVAEC") was formed to develop what was known as the Southern California Logistics Airport School of Aviation for the purpose of training students to become licensed airframe and power plant mechanics to fulfill the need to support the local aviation community and improve the work force in the Victor Valley community to benefit the local businesses at the SCLA. Due to the limited amount of grants available to help the school's continuance, the VVAEC explored its continued existence under the umbrella of the VVC, as so doing could open opportunities for future students to apply for financial aid; and

WHEREAS, On August 17, 2011, Parties entered into a sublease agreement for Buildings 717B and 732, subject to VVC's ability to keep the aviation school operational, which sublease was subsequently amended on October 26, 2012, to memorialize the use of the premises for the purpose of conducting a Federal Aviation Administration ("FAA") approved and certificated aviation airframe and power plant program (the "FAA Program"). Said sublease agreement, as amended, hereinafter referred as the "Original Sublease," had an expiration date of August 31, 2014; and

WHEREAS, On August 19, 2014, the Parties entered into a sublease agreement for Buildings 717B and 732 to replace the Original Sublease. The new sublease agreement, which was also subject to the VVC's ability to keep the aviation school operational and likewise required use of the premises for conducting the FAA Program, had a commencement date of September 1, 2014, and was set to expire on August 31, 2017; and

WHEREAS, On August 19, 2017, the Parties subsequently amended the new sublease agreement to extend the term through August 31, 2020, and to add requirements that VVC provide to SCLAA on an annual basis a report containing the following information: 1) Enrollment, 2) Job Placement, 3) Success Rate, 4) FAA Certification Numbers, 5) Program Promotion/Marketing. Said new sublease agreement, as amended, is hereinafter to referred to as the "New Sublease"; and

WHEREAS, the New Sublease has expired, and SCLAA has permitted VVC to continue its use and occupancy of Building 717B and 732 on a month-to-month basis under the terms and conditions of the now-expired New Sublease; and

WHEREAS, VVC wishes to vacate Building 717B and the Parties further wish to terminate their sublease arrangement with respect to both Building 717B and 732 and enter into this License to govern VVC's future use and occupancy of Building 732.

NOW THEREFORE, in consideration of the faithful performance of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### SECTION 1. Grant of License.

Licensor hereby grants to Licensee a license to enter into and to use certain premises, consisting of Building 732, which portion is designated on ("Exhibit A"), attached hereto and incorporated herein by this reference, consisting of approximately of Eleven Thousand Seven Hundred Eighty-Eight (11,788) square feet of office, classroom, and lab space; approximately Three Thousand Two Hundred Forty-Three (3,243) square feet of an exterior fenced storage yard located on the SCLA at 18604 Phantom Street, Victorville CA 92394; and approximately Seven Thousand Seven Hundred (7,700) square feet of "right of use" parking space for one (1) Boeing 727 aircraft within a location to be determined by the Airport Director, which may change from time to time, (hereinafter collectively the "Area") for the purpose of conducting courses for students to receive Aviation Maintenance Technology Certification through VVC, and to support the services to Licensor as described in Section 2 below.

#### SECTION 2. <u>License Fee</u>.

During the Term (as defined in Section 3 below), Licensee is not obligated to pay to Licensor a monetary license fee for use of the Area. Instead, Licensee will provide the following in-kind assistance and services to Licensor:

- (a) Provide and administer a Federal Aviation Administration ("FAA") approved and certificated Aviation Airframe and Power Plant Program ("A & P Courses").
- (b) Provide and facilitate the FAA Airframe and Power plant ("A&P") certification testing for students of the VVC Aviation Program and others seeking an FAA certification.
- (c) Provide an avenue to produce a qualified and educated workforce capable of working on aircraft to avoid a shortage of workforce primarily for the benefit of SCLA tenants.
- (d) Provide an annual report containing information on enrollment, job placement, success rate, FAA Certification Numbers and program promotion/marketing, per the reporting requirements described in ("Exhibit E"), as attached hereto and incorporated by this reference.

#### SECTION 3. Term of License.

The period covered by this License shall be two (2) years the ("Term") commencing on July 1, 2021, (the "Commencement Date"), and terminating on June 30, 2023, (the "Termination Date"), unless sooner terminated or extended pursuant to the provisions of this License. In the event Licensee desires to extend the Term, at least thirty (90) days prior to expiration of the Term (unless otherwise agreed to by Licensor), Licensee shall notify Licensor of its desire to extend the Term. At such time, the Parties shall meet to negotiate the license fee to be applicable during any extension of the Term; provided, however; nothing contained herein shall be construed or understood by Licensee to obligate Licensor to any particular amount for the license fee. Licensee understands and agrees that Licensor retains the sole discretion to determine an appropriate license fee, which fee may be predicated on future market circumstances, competing uses for the Area, and any other factors deemed relevant by Licensor at such time. Licensor is not making any representations, assurances, promises, or warranties, express or implied, as to whether the Term of this License will be extended or upon what specific terms.

#### SECTION 4. <u>Use and Condition of the Area.</u>

D"), attached hereto and incorporated herein by this reference, and for no other purpose unless expressly agreed to by the Licensor in writing. Licensee agrees that its access and use of the Area subject to this License, including the surrounding common areas for ingress and egress, will be conducted in such a manner so as to not interfere with the Licensor's rights in the Area, or the rights of any other tenants of Licensor, or the Air Force with respect to the Area, and to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Area (e.g., Airport Rules and Regulations and all applicable FAA Regulations), attached hereto as ("Exhibit B" and "Exhibit C") respectively, and incorporated herein by this reference as such may be amended from time to time, and to cause its officers, agents employees, suppliers, shippers, customers, and invitees to so abide and comply. Licensee shall keep the Area, in a clean and

sanitary condition, and use all reasonable precaution to prevent damage, or injury to the Area, personal property or persons. It is the express intent of the Parties that Licensee shall maintain the integrity and quality of the Area, and that no use of the Area be permitted for any activity that would denigrate the quality or condition of the Area.

(b) <u>No Warranties</u>. Except as provided herein, Licensee agrees that no promises, covenants, representations, statements, or warranties have been made on behalf of the Licensor to Licensee respecting the condition of the Area, its suitability for Licensee's intended use, or the manner of operating the Area, or the maintaining of any repairs to the Area. Licensee's taking possession of or use of the Area for any purpose shall constitute Licensee's acceptance of the Area "as-is" in its existing condition.

#### SECTION 5. No Creation of Real Property Interest.

It is the express intent of the Parties to this License that no interest in real property is created by this License. NO LEGAL TITLE OR LEASEHOLD INTEREST IN THE AREA IS CREATED OR VESTED IN LICENSEE BY THE GRANT OF THIS LICENSE.

#### SECTION 6. <u>License Non-Assignable</u>.

This License may not be assigned or transferred by Licensee.

#### SECTION 7. Termination of the License.

- (a) This License may be terminated without cause by either Party at any time, provided that the Party desiring termination provides the other Party at least thirty (30) calendar days advance written notice of such termination.
- (b) Upon termination of this License, Licensee shall, at its own cost and expense, remove, or cause to be removed, all of Licensee's personal property, if any, from the area and shall surrender possession of the Area to Licensor in good order and repair to the satisfaction of Licensor, normal wear and tear excepted.

#### SECTION 8. Utilities and Maintenance.

(a) Licensee shall contract with and pay the applicable provider, whether the provider is the Licensor or other party, all charges for gas, electricity, waste disposal, or other utilities used or supplied upon or in connection with its use of the Area and shall indemnify, defend and hold harmless the Licensor against any liability on account thereof. Licensee agrees to promptly reimburse the Licensor upon receipt of an invoice, its proportionate share of the actual cost of utility services from any common utility service which may have been paid by Licensor. In addition to the amount of any utility bill that the Licensor may have paid, Licensee shall pay to Licensor a three percent (3%) administrative fee for any pass-through billing processed. In no event shall the Licensor be liable for any interruption or failure in the supply of any such utilities

to the Area subject to this License.

- (b) By executing this License, Licensee hereby consents to disclosure of its energy usage data as is required for Licensor to comply with California Public Resources Code section 25402.10 and the implementing regulations of the California Energy Commission (20 Cal. Code Regs., §§ 1680 through 1685). Strictly for the purposes of ensuring such compliance, including any required public disclosure of aggregated energy use, Licensee agrees to provide such energy usage data directly to Licensor and/or authorizes Licensor to obtain the required energy usage data directly from Licensee's utility providers upon request without the need to execute any further authorizations or consent forms. Licensee's consent and authorization is deemed given upon the execution of this License and shall continue to be in effect throughout the Term or any extension thereof.
- (c) Except for excessive repair and maintenance necessitated by Licensor's activities, Licensee shall at all times during the Term hereof and until surrender and termination, maintain and be responsible to pay for all operating expenses associated with maintaining the Area including, but not limited to: cleaning and janitorial services; light bulb replacement; supplies; maintenance of Licensee's logos or signage; furniture; window cleaning; repairs to trade fixtures and/or equipment, doors, ceilings, and floors. Licensor shall, at Licensor's expense, maintain and repair the structural parts of the Area, *i.e.*, the foundations, exterior walls, parking lot, and the structural and waterproofing membrane portions of the roof. Licensor shall also, at Licensor's expense, maintain and repair all major plumbing, mechanical, and electrical systems.

#### SECTION 9. Airport Security.

Licensee acknowledges that all of its employees with need to access the Air Operations Area must apply for an airport identification badge. An appropriately badged employee shall, at all times, be responsible for supervising all visitors and ensuring that all persons comply with the SCLA Rules and Regulations.

#### SECTION 10. Insurance.

- (a) Commercial General Liability Insurance. Licensee shall procure and maintain at its own expense, during the Term and any extension thereof, Commercial General Liability insurance with a company or companies acceptable to the Licensor, of not less than Five Million Dollars (\$5,000,000) per occurrence, Ten Million Dollars (\$10,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage to property resulting from the activities conducted by the Licensee or its officers, employees, students, servants, volunteers, agents and independent contractors on the Area. Such policies shall provide coverage for bodily injury, personal injury and property damage to the Area based upon, involving, or arising out of the use, occupancy or maintenance of the Area and all areas/premises appurtenant thereto.
- (b) Property Casualty Insurance. Licensee shall keep in full force and effect during the Term and any extension thereof, a policy of insurance against fire, vandalism, malicious

mischief, and all other perils as are from time to time included in all "all risk" coverage endorsement insuring Licensee's improvements constructed on the Area, if any, in an amount which is at least one hundred percent (100%) of the full replacement cost. Licensee shall also be required by Licensor to maintain at its own expense insurance covering Business Income/Extra Expense and Business Personal Property, Supplies, and Equipment. Licensee's policy must also include a Loss Payee Endorsement naming the Southern California Logistics Airport Authority (Licensor) as a "Loss Payee."

- (c) Commercial Vehicle Liability Insurance. Licensee shall further procure and maintain, at its own expense during the Term of this License or any extension thereof, a Commercial or Business Auto Liability insurance policy covering Symbol 1 (any auto), for all owned, non-owned, leased, and hired autos, trucks, trailers, or semi-trailers, including and not limited to, any machinery or apparatus attached thereto. Limits shall be no less than One Million Dollars (\$1,000,000) per accident or Combined Single Limit for bodily injury and property damage.
- (d) Workers' Compensation Insurance. Licensee shall procure and maintain at its own expense, during the Term and any extension thereof, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Licensee is not protected by the California State Workers' compensation Law, Licensee shall provide adequate insurance for the protection of such employees to the satisfaction of the Licensor.
- (e) Additional Insured Status. Licensor, the City of Victorville, the City Attorney, the Victor Valley Economic Development Authority, the United States Air Force, and the respective officers, officials, employees, servants, volunteers, agents, and independent contractors of each of the foregoing entities, are to be covered as additional insureds on the Commercial General Liability Policy and the Commercial Vehicle Liability Policy by means of policy endorsements.
- (f) Waiver of Subrogation Rights. Licensee shall require the carriers of all required insurance policies to waive all rights of subrogation against Licensor, the City of Victorville, the City Attorney, the Victor Valley Economic Development Authority, the United States Air Force, and the respective officers, officials, employees, servants, volunteers, agents, and independent contractors of each of the foregoing entities. Each policy of insurance shall be endorsed to reflect such waiver.
- (g) Environmental Liability. If Licensee performs work that includes using or storing Hazardous Materials on or in the Area, insurance is also required for third party claims for bodily injury, property damage, and remediation costs stemming from pollution incidents from the Licensee's operations.
- (h) Primary Coverage. For any claims related to this License, the Licensee's coverage shall be primary insurance as respects the Southern California Logistics Airport

Authority (Licensor), the Victor Valley Economic Development Authority, the City of Victorville, the City Attorney, and the United States Air Force, and the respective officers, officials, employees, servants, volunteers, agents, and independent contractors of each of the foregoing entities. Any insurance or self-insurance maintained by the Southern California Logistics Airport Authority (Licensor), the Victor Valley Economic Development Authority, the City of Victorville, the City Attorney, the United States Air Force, and/or the respective officers, officials, employees, servants, volunteers, agents, and independent contractors of each of the foregoing entities, shall be in excess of the Licensee's insurance and shall not contribute with it. A Primary and Noncontributory endorsement to this effect is required.

#### SECTION 11. Proof of Insurance Coverage.

- (a) Licensee shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this License and furnish to Licensor certificates of said insurance on or before the commencement of occupancy under this License. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A-:VII, unless otherwise acceptable to the Licensor.
- (b) The policies shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the SCLAA shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

#### SECTION 12. Defaults and Remedies.

- (a) Subject to Section 7, the failure by either Party to observe or perform any of the express or implied covenants or provisions of this License to be observed or performed by such Party, where such failure shall continue for a period of five (5) days after written notice thereof from the non-failing Party, shall constitute a default hereunder by the failing Party.
- (b) In the event of any such default by Licensee, in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the immediate option to revoke and terminate this License and all rights of Licensee hereunder by written notice delivered to Licensee. In the event that Licensor shall elect to so revoke and terminate this License, then Licensor may recover from Licensee the unpaid remainder of the License Fee and any amounts necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this License or which in the ordinary course of things would be likely to result therefrom.
- (c) In the event of default by Licensor, Licensee shall have the right to terminate this License by written notice delivered to Licensor at which time Licensor shall have no further obligations or liability hereunder.

#### SECTION 13. <u>Indemnity</u>.

To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify, and hold harmless Licensor, the City of Victorville, the Victor Valley Economic Development Authority, the United States Air Force, and the respective officers, officials, employees, directors, agents, volunteers, independent contractors, and assigns of each of the foregoing entities (collectively hereinafter the "Indemnified Parties"), from and against any and all claims arising from Licensee's use of the Area or the conduct of Licensee's activity, work, or things done, permitted or suffered by Licensee, its agents, contractors, employees or invitees, in or about the Area, and hereby agrees to further indemnify and hold harmless the Indemnified Parties from and against any and all claims arising from any breach or default in the performance of any obligation on the Licensee's part to be performed under the terms of this License, or arising from any act, neglect, fault or omission of Licensee, or of its agents, employees or invitees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding is brought against the Indemnified Parties by reason of any such claim, Licensee, upon notice from Licensor, hereby agrees to defend the Indemnified Parties at Licensee's expense by counsel approved in writing by Licensor. Licensee, as a material part of the consideration to Licensor, hereby assumes all risk of damage to property or injury to person in, upon or about the Area, arising from this License or relating to it, except that which is caused by the failure of Licensor to observe any of the terms and conditions of this License and such failure has persisted for an unreasonable period of time after written notice of such failure, and Licensee hereby waives all its claims in respect thereof against Licensor.

#### SECTION 14. Inspection.

Notwithstanding anything in this License to the contrary, Licensor may enter upon the Area at any reasonable time upon twenty-four (24) hours notice, for any purpose necessary, incidental to, or connected with the exercise of its functions, including without limitation, fire protection, security purposes, or determining Licensee's compliance with the terms and conditions of this License.

#### SECTION 15. Licensor's Right of Entry.

Licensor hereby reserves the right to enter upon the Area at any reasonable time during the Term of this License for marketing purposes and for purposes of effectuating improvements to the Area.

#### SECTION 16. Notice of Presence of Asbestos and Lead-Based Paint.

Licensee is warned that the Area may contain asbestos materials and lead-based paint materials. No warranties, either expressed or implied, are given with regard to the quantity, location or condition of the asbestos containing materials or the lead-based paint materials. Licensee, shall be deemed to have relied solely on its own judgment in assessing the overall

condition of all or any portion of the Area, including any asbestos hazards or lead-based paint hazards or concerns. Licensee acknowledges that Licensee was given every opportunity to inspect the Area to assess the risk, if any, from asbestos containing material or lead-based paint materials.

The Licensor assumes no liability for damages to personal injury, illness, disability or death to Licensee or to Licensee's employees, invitees, or any other persons subject to Licensee's control or direction, or to any person, including members of the general public arising from or incident to the use or occupancy of the Area, or the purchase, transportation, removal, handling, use, disposition or any activity causing or leading to contact of any kind whatsoever with asbestos or lead-based paint on the Area, whether Licensee has or have properly warned or failed to properly warn the individuals injured. Licensee further agrees, that in its use and occupancy of the Area, it will comply with all federal, state, and local laws relating to asbestos and lead-based paint.

#### SECTION 17. Notices.

Any and all notices or demands required or permitted to be given hereunder must be personally delivered or be mailed by registered or certified mail, return receipt requested, addressed as follows:

To the Licensor: Southern California Logistics Airport Authority

18374 Phantom West Victorville CA 92394 Attn: Airport Director

With copies to: Green de Bortnowsky, LLP

30077 Agoura Court, Suite 210

Agoura Hills CA 91301

Attn: Andre de Bortnowsky, Esq.

To Licensee: Victor Valley College

18422 Bear Valley Road Victorville CA 92395 Attn: John Nahlen

or at such other address or addresses that either Party may hereafter designate in writing to the other. Any notice or demand which is mailed by registered or certified mail as provided above shall be deemed to be effective and given for all purposes three (3) business days following the time of deposit thereof, postage prepaid, in the United States mail.

#### SECTION 18. Attorneys' Fees.

If any legal action or proceeding arising out of or relating to this License is brought

by either party to this License, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceedings by the prevailing party. Should Licensor be named as a defendant in any suit brought against Licensee in connection with or arising out of Licensee's use herein, Licensee shall pay to Licensor its costs and expenses incurred in such suit, including without limitation, its actual professional fees such as appraisers', accountants' and attorneys' fees.

#### SECTION 19. Integrated Agreement.

This License constitutes the entire agreement between Licensor and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this License are of no force and effect. Any amendment to this License shall be of no force and effect unless it is in writing and signed by Licensor and Licensee. Licensor and Licensee acknowledge that all prior agreements, representations, and negotiations are deemed superseded by the execution of this License.

#### SECTION 20. Choice of Laws.

This License shall be governed by and construed pursuant to the laws of the State of California.

#### SECTION 21. Severability.

Any provision of this License which shall prove to be invalid, void, or illegal in no way affects, impairs, or invalidates any other provision thereof, and such other provisions shall remain in full force and effect.

#### SECTION 22. No Partnership or Joint Venture.

Nothing in this License shall be deemed to constitute Licensor and Licensee as partners or joint venture partners. It is the express intent of the parties hereto that their relationship with regard to this License be and remain as that of a licensor and licensee.

#### SECTION 23. <u>Time is of the Essence</u>.

Time is of the essence in this License, and in all of its provisions.

#### SECTION 24. Taxes.

Licensee shall pay when due and prior to delinquency all taxes, assessments, and other charges including possessory interest taxes levied or imposed by any governmental entity on the possessory interest of Licensee in the Area and the personal property, trade fixtures, appliances, and leased equipment placed by Licensee in, on, or about the Area during the Term of this License. Licensee recognizes that the interests of Licensee in this License shall be subject to the imposition

of a possessory interest tax by the San Bernardino County Assessor, and Licensee agrees to pay such tax amount as may be so levied with respect to the possessory interest of Licensee in the Area under this License. Licensee further acknowledges that pursuant to California Health and Safety Code Section 33673, the property shall be assessed in the same manner as privately owned property and Licensee shall pay taxes upon the assessed value of the entire property and not merely the assessed value of its licensed Area.

#### SECTION 25. Representations of Parties Executing License.

Each individual executing this License represents that he or she is duly authorized to execute and deliver this License on behalf of the Party for which he or she is signing, and that this License is binding upon the Party for which he or she is signing in accordance with its terms.

#### SECTION 26. Miscellaneous.

- (a) Any conflict between the printed provision, exhibits, or addenda of the License Agreement and typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions provided such typewritten or handwritten provisions are initialed by both Parties.
- (b) This License Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of the same instrument.

[END OF PAGE – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this License for the Area as of the day and year first written above.

LICENSEE: VICTOR VALLEY COLLEGE	
Dr. Dan Walden, Superintendent/President	Date
LICENSOR: SOUTHERN CALIFORNIA LOGISTICS	AIRPORT AUTHORITY (SCLAA)
C. Eric Ray, Airport Director	Date
APPROVED TO STANDARD FORM:	
Andre de Bortnowsky, SCLAA Counsel	Date
ATTEST:	
Charlene Robinson, SCLAA Secretary	Date
RISK MANAGER	
John Preston	Date

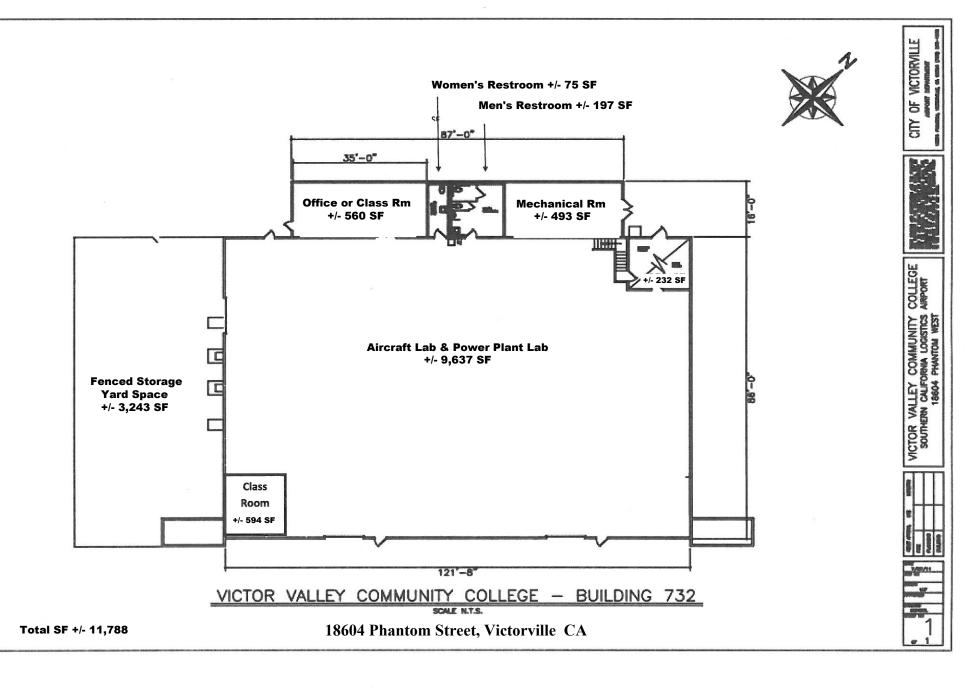
#### **EXHIBIT A**

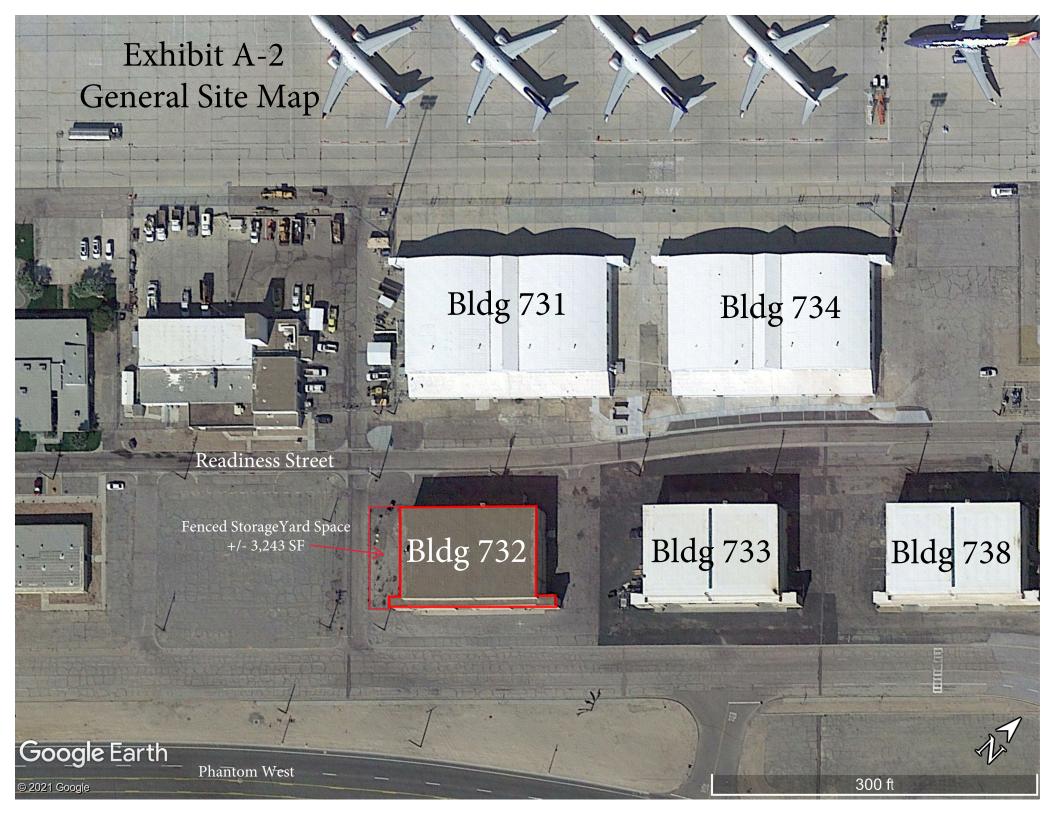
#### AREA DESCRIPTION

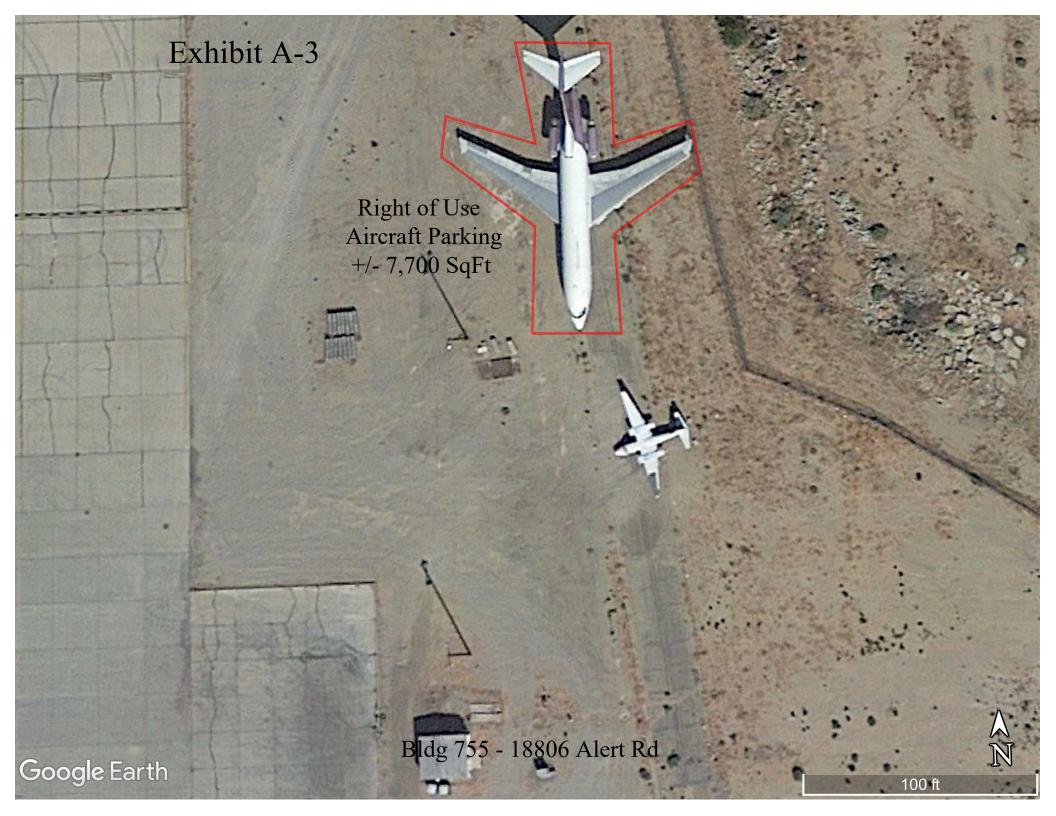
#### **BUILDING 732**

Building 732 comprising of approximately of Eleven Thousand Seven Hundred Eighty-Eight (11,788) square feet of office, classroom, and lab space, approximately Three Thousand Two Hundred Forty-Three (3,243) square feet of exterior fenced storage yard located at 18604 Phantom Street, Victorville CA 92394, and Seven Thousand Seven Hundred square feet of Right of Use Aircraft Parking, as depicted on Exhibit A-1, Exhibit A-2, and Exhibit A-3, together with the improvements thereon.

# Exhibit A-1







### **EXHIBIT B**

#### **SCLA RULES AND REGULATIONS**

## Exhibit B

# Southern California Logistics Airport

**Rules and Regulations** 

Amended

**April 17, 2007** 

RULES AND REGULATIONS FOR THE USERS OF SOUTHERN CALIFORNIA LOGISTICS AIRPORT; ESTABLISHING FEES FOR THE VARIOUS USES; DEFINING TERMS; PROHIBITING OR LIMITING CERTAIN ACTIVITIES; FIXING PENALTIES FOR VIOLATIONS; AND PROVIDING FOR AMENDMENTS TO THESE RULES AND REGULATIONS AS MAY BE NEEDED FROM TIME TO TIME

#### SECTION 1. SHORT TITLE:

1.1 These Rules and Regulations shall be referred to as the Southern California Logistics Airport (SCLA) Rules and Regulations. It may be amended by a majority vote by the Board of the Southern California Logistics Airport Authority (SCLAA).

#### SECTION 2. APPLICABILITY:

2.1 These Rules and Regulations apply equally to every Airport User. The Airport Operating Manual or Specifications, as applicable, adopted in accordance with FAR Part 139, and the Airport Policies and Procedures Manual are hereby made by reference a part of these Rules and Regulations.

#### SECTION 3. RESPONSIBILITIES:

- 3.1 <u>Management:</u> It shall be the responsibility of the Airport Director to fairly and impartially administer these Rules and Regulations.
- 3.2 <u>Users:</u> It shall be the responsibility of every Airport User, pilot or other, to become familiar with the SCLA Rules and Regulations and to obey those Rules and Regulations. Current copies of these Rules and Regulations will be maintained reflecting any amendments and will be posted at the SCLA Administrative Office and at Million Air. Additional copies will be provided by the SCLA Airport Director through the SCLA Administrative Office to any Airport User who requests such copy.

#### **SECTION 4. DEFINITIONS:**

For the purposes of these Rules and Regulations, the following definitions and meanings shall apply unless otherwise specified:

- 4.1 "Air Operations Area" or "AOA" means the area upon which aircraft are able to operate and includes the runways, taxiways, taxi lanes, apron area, and the vehicle and personnel gates that lead to these areas.
- 4.2 "Air Carrier" means any person who undertakes directly, by lease, or other arrangement, to engage in air transportation of persons or things. An "Air Carrier" operates in various categories, under authority or certification by the FAA and holds a current FAA certificate to transport air passengers or property for hire.

- 4.3 "Aircraft" means a device that is used, or is intended to be used, for flight in the air. "Aircraft" includes airplanes, helicopters and gliders, and lighter than air devices such as blimps or balloons, but does not include hang gliders.
- 4.4 "Aircraft Owner" shall mean a Person who holds title to an Aircraft.
- 4.5 "Aircraft Operator" shall mean the Person who is operating or controlling an Aircraft while said Aircraft is on Airport property.
- 4.6 "Aircraft Storage" shall have the same meaning as "Stored Aircraft".
- 4.7 "Airport" means the SCLA, its buildings and facilities, all lands owned and or controlled by the SCLAA contiguous to the airport, including airspace above such land and the designated approaches thereto.
- 4.8 "Airport Director" means that person so appointed by the SCLAA or his designated representative.
- 4.9 "Airport Master Security Program" or "Airport Security Program" means the Security Program, which is the responsibility of an Airport Operator pursuant to TSA 1542.
- 4.10 "Airport Operations and Security Department" or means the Airport Operations and Security Department of the Southern California Logistics Airport.
- 4.11 "Airport Security Areas" or "Secure Areas" means Air Operations Areas, roadways, and common Air Carrier areas within terminal facilities (i.e. baggage makeup areas), excluding exclusive leasehold structural areas, to which public access is limited or denied under Airport Master Security Program.
- 4.12 "Airport Security Coordinator" or "ASC" means an individual appointed by the Airport Director, charged with the responsibility to implement and enforce the Airport Master Security Program, employed by the City of Victorville and under the direction of the Airport Director, or the Airport Security Coordinator's designated representative.
- 4.13 "Airport Tenant" means an individual, partnership, corporation or other business entity, and its agents, employees, representatives, and subtenants which occupies or controls all or part of Airport areas, buildings or other facilities which they lease from the Southern California Logistics Airport Authority.

- 4.14 "Airport Tenant Security Program" shall have the same meaning as set forth in TSA1542.113, entitled "Airport Tenant Security Programs."
- 4.15 "Airport User" means any Person who uses the Southern California Logistics Airport, including but not limited to, Airport Tenants and subtenants, Fixed Base Operators, Air Carriers, Aircraft Owners, Aircraft Operators, Commercial Operators, passengers, and their employees, agents, representatives, agents, successors and assigns.
- 4.16 "Authorized Person" means an individual authorized with a Personnel Identification Badge issued by the Airport Security Coordinator, or his designated representative, to have unescorted access authority to Airport Security Areas.
- 4.17 "Air Traffic" means Aircraft operating in the air or on an Airport surface, exclusive of loading ramps or parking areas.
- 4.18 "Air Traffic Clearance" means an authorization issued by Air Traffic Control personnel for an Aircraft to proceed under specified traffic conditions within controlled airspace.
- 4.19 "Air Traffic Control" or "ATC" shall mean the Air Traffic Control of the Southern California Logistics Airport.
- 4.20 "Airworthy Condition" means a condition wherein an Aircraft can take flight under its own power. See definition of "Non-Airworthy Aircraft" below.
- 4.21 "Autorotation" means a rotorcraft flights condition in which the lifting rotor is driven entirely by action of the air when the rotorcraft (helicopter) is in motion.
- 4.22 "Balloon" means a lighter-than air aircraft, which is not engine-driven.
- 4.23 "Based Aircraft," means Aircraft that are parked on the Airport for thirty (30) days or longer and are not part of an aircraft storage program.
- 4.24 "Ceiling" means the height above the earth's surface of the lowest layer of clouds or obscuring phenomena, that is reported as "broken," "overcast," or "obscuration," and is not classified "thin" or "partial".
- 4.25 "City" means the City of Victorville.
- 4.26 "Commercial Operator" means any Person who, for compensation or hire, engages in the carriage of persons, property, or mail in air commerce, or engages in other aerial activity such as flight instruction, aerial photography, fire fighting, agricultural aviation activities, or traffic surveillance.

- 4.27 "Criminal History Records Check (CHRC)" means a fingerprint-based criminal history records check as described in 49 CFR § 1542.
- 4.28 "Commercial Use" means use of SCLA for revenue-producing commercial activities.
- 4.29 "Dismantled Aircraft" means an Aircraft which has been disassembled to a point where it is not reasonable to assume that said Aircraft can be reassembled and placed in an Airworthy Condition.
- 4.30 "Driving Permit" means a permit issued by the Airport Director or his designee in order for an Individual to operate a Vehicle on the Airport.
- 4.31 means "Escort" an Authorized Person or Authorized Persons accompanying, monitoring, directing and controlling the actions of an Individual or Individuals who are not displaying Personnel Identification Badges, and/or who are not otherwise Authorized Persons, within Airport Security Areas. The Authorized Person(s) performing an Escort must be displaying valid Personnel Identification Badges, must be accompanying the Individual or Individuals for performance of direct job duties and must ensure that those Individuals who are being escorted remain within sight and sound at all times.
- 4.32 "Executive Director" means the Executive Director of the Southern California Logistics Airport Authority.
- 4.33 "FAA" means the Federal Aviation Administration of the United States Government or any federal agencies succeeding to its jurisdiction.
- 4.34 "Fixed Base Operator" means any Person who rents, leases, or owns facilities located on SCLA, who by virtue of his specific type of aviation or aviation related activity, requires the occupancy of a site with contiguous aircraft apron and direct access to the Aircraft Operation Area, and who engages in a business activity providing aviation sales or service, including but not limited to any of the following:
  - 1. Selling and/or servicing new and used Aircraft and component parts;
  - 2. Aircraft maintenance and repairs;
  - 3. Sales and/or repair of avionics;
  - 4. Aviation training (including ground or flight instruction);
  - 5. Aerial photography;

- 6. Air ambulance service;
- 7. Aircraft agricultural operations (crop dusting, spraying, or the application of seed, fertilizers, pesticides, defoliants, etc);
- 8. Aircraft rental, charter, leasing;
- 9. Aircraft Storage;
- 10. Fuel and oil sales and servicing; and
- 11. Aircraft servicing or ground handling including cargo handling, baggage handling, lavatory service, water service, air starts, ground power, or other elements related to aircraft handling.
- 4.35 "Flight Visibility" means the average forward horizontal distance from the cockpit of an Aircraft in flight, at which prominent unlighted objects may be seen and identified by day, and prominent lighted objects may be seen and identified by night.
- 4.36 "Ground Visibility" means prevailing horizontal visibility near the earth's surface.
- 4.37 "Helicopter" means a rotor driven aircraft (rotorcraft) that, for its horizontal motion, depends primarily on its engine-driven rotors.
- 4.38 "IFR" means Instrument Flight Rules covering meteorological conditions below the minimums for flight under visual (VFR) conditions.
- 4.39 "Individual" means a natural person.
- 4.40 "Maintenance" means inspection, overhaul, repair, preservation, and the replacement of parts, including preventive maintenance.
- 4.41 "Movement Area" means the runways, taxiways, and other areas of the Airport, which are utilized for taxiing, takeoff, and landing of Aircraft. The Movement Area does not include parking and loading ramps. Entry into the Movement Area requires ATC approval.
- 4.42 "Night" means the time between the end of evening civil twilight and the beginning of morning civil twilight as published in the American Air Almanac, converted to local time.

- 4.43 "Non-Airworthy Condition" means when an Aircraft cannot take flight under its own power as a result of being in disrepair or in the process of being disassembled.
- 4.44 "Notice of Violation" means a written notification of non-compliance with these Rules and Regulations, issued by the Airport Director or his designated representative.
- 4.45 "Person" means an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity, and includes a trustee, receiver, assignee, or similar representative of any of them.
- 4.46 "Personnel Identification Badge" means a Personnel Identification Badge issued to an Individual by the Southern California Logistics Airport for purposes of granting that Individual unescorted access authority to the Restricted Area.
- 4.47 "Ramp" means an improved surfaced area reserved exclusively for the parking and taxiing of Aircraft.
- 4.48 "Restricted Area" means all areas or facilities accessible only by Authorized Persons or Persons under Escort, and including all Ramp areas and the Aircraft Operations Area (AOA).
- 4.49 "Roadway" means that portion of an area improved or designed or ordinarily used for vehicular travel. A roadway on the Airport Operations Area is called a vehicle service road ("VSR").
- 4.50 "Runway" means an improved surfaced area reserved exclusively for the landing and taking off of Aircraft.
- 4.51 "Scheduled Air Carrier" means any Person providing scheduled passenger or cargo service from the Airport in accordance with a published schedule and having at least one scheduled departure per day, or no less than five scheduled departures per week, and operating under authority of the Federal Aviation Administration and the Airport.
- 4.52 "Security Perimeter" means the portion of the Airport that is enclosed by fencing, walls or other barriers, and to which access is controlled through designated entry points.
- 4.53 "SCLA" means Southern California Logistics Airport.
- 4.54 "SCLAA" means Southern California Logistics Airport Authority.

- 4.55 "Security Devices" means equipment installed or placed by or under the direction of the Southern California Logistics Airport Authority, or designated representative, to monitor or control entrances to and exits from Airport Security Areas. "Security Devices" include, but are not limited to, bells, sirens, communication equipment, locks and corresponding keys, emergency exits, electronic access control and other security equipment.
- 4.56 "Security Identification Display Area" or "SIDA" shall have the same meaning as set forth in TSA1542.205. Before being granted unescorted access to the SIDA, Individuals must undergo a Criminal History Record Check and employment history verification.
- 4.57 "Security Screening Area" means an access point, including entrances and exits, to the Airport Security Areas, Secure Areas and the Sterile Areas, where Vehicles, equipment, Individuals, and belongings are inspected prior to entrance.
- 4.58 "Sterile Area" means an area to which access is controlled by the inspection of Individuals and property in accordance with FAA and TSA requirements.
- 4.59 "Stirling Airport International" or "SAI" means SCLA's development partner.
- 4.60 "Stored Aircraft" means aircraft that are parked at/on airport property and are part of an aircraft storage program.
- 4.61 "Taxiway" means an improved surfaced area reserved exclusively for use by aircraft to proceed to and from ramp and runway areas.
- 4.62 "Traffic Pattern" means the traffic flow that is prescribed for aircraft landing at or taking off from SCLA.
- 4.63 "Unnecessary Noise" means any engine noise that is greater than the level produced when the engines are at idle except when required for taxiing of the aircraft, takeoff or landings.
- 4.64 "Vehicle" means every device in, upon or which any Individual or property is or may be transported or drawn upon a roadway, excepting devices moved by human power or used exclusively upon stationary rails or tracks. A bicycle shall be considered a vehicle under all portions of these Rules and Regulations, which govern right-of-way.
- 4.65 "Vehicle Owner" means a person who holds the legal title of a vehicle.
- 4.66 "Vehicle Service Road" or "VSR". (See Roadway.)
- 4.67 "VVEDA" means the Victor Valley Economic Development Authority.

- 4.68 "VFR" means Visual Flight Rules covering meteorological conditions, above those requiring flight under IFR conditions.
- 4.69 "Word Construction": The following construction applies throughout these Rules and Regulations:
  - 1. Words importing the singular include the plural,
  - 2. Words importing the plural include the singular; and,
  - 3. Words importing the masculine gender include the feminine and the neutral gender.

#### SECTION 5. NECESSITY:

5.1 These Rules & Regulations are enacted to protect the health, safety and peace, and to promote the welfare and convenience of the general public using SCLA, or affected by activities related to the Airport by providing for the orderly conduct of activities on, or related to, the Airport. The use of the Airport or any of its facilities in any manner shall create an obligation on the part of the Airport User to obey all of the rules and regulations herein provided.

#### SECTION 6. BASED AIRCRAFT:

- 6.1 Any Person desiring to base an Aircraft at SCLA shall register such Aircraft at the Airport Operations and Security Department as soon as possible but not later than 24 hours after the arrival of the Aircraft. If a change in ownership occurs while the Aircraft is based at the Airport, the new Aircraft Owner shall re-register the Aircraft with the Airport Operations and Security Department, again, no later than 24 hours after the change in ownership occurred.
- 6.2 Except as specifically set forth in an Airport land or facility sublease, Aircraft in a Non-Airworthy Condition shall not be permitted to remain on the Airport in excess of five (5) days without the express prior written permission of the Airport Director. Such Aircraft shall be removed from the Airport or stored at the Aircraft Owner's expense.

#### SECTION 7. AIRCRAFT STORAGE AND PARKING:

7.1 Aircraft shall only be stored or parked at places as set forth in such Person's sublease or as may be authorized by the Airport Director, and such storage or parking shall be at the sole risk of the Aircraft Owner and/or Aircraft Operator, and without any responsibility to SCLAA, VVEDA or Stirling Airport International, or any of their officers, employees, agents or representatives, for any loss of, or damage to the Aircraft while so stored or parked. The Aircraft Owner and/or the Aircraft Operator shall be responsible for the tying-down and/or securing of his Aircraft. The Aircraft Owner and/or Aircraft Operator shall likewise be responsible for any liability arising from or caused by his

Aircraft or his activities. All Airport Tenants desiring to store Aircraft at SCLA must notify the Airport Director in writing prior to the Aircraft arriving at SCLA.

#### **SECTION 8. COMMERCIAL ACTIVITY:**

8.1 No Person shall utilize SCLA for any revenue-producing commercial activities without the express written permission of SCLAA or its designated representative, and obtaining a City of Victorville Business License for such activities, and paying the fees and charges established for such use or license.

#### SECTION 9. AIRPORT FEES:

- 9.1 Funding for Airport operations and capital improvements is derived through various types or classes of Airport User Fees. Airport User fees are specifically established to compensate the Airport for the use, maintenance and repair of Airport facilities, as well as to minimize the need for on-going general taxpayer support.
- 9.2 A schedule of rates and charges for the use of the Airport and its facilities may be found as Attachment A to these Rules and Regulations.
- 9.3 Any Aircraft Owner or Aircraft Operator who fails to pay any fee duly charged for Aircraft owned or controlled by him shall have such Aircraft subject to impounding until the fees are paid, along with any impound fees, or until the Aircraft is sold for charges.

#### SECTION 10. HOURS OF OPERATION:

10.1 SCLA shall be open for public use at all hours of the day and night, subject to any restrictions imposed by the Airport Director due to inclement weather, condition of the landing area, presentation of special events, construction or repair activities, or similar causes. The control tower is open 24 hours a day, 7 days a week. The Airport is attended from 6:00 A.M. to 10:00 P.M. daily by Million Air. Services may be obtained from Million Air during said hours at telephone number (760) 246-7794 or UNICOM (122.85 MHz).

#### SECTION 11. <u>UNATTENDED AIRCRAFT:</u>

11.1 No Aircraft shall be left unattended on the Airport unless properly secured or within a hangar. Aircraft Owners and/or Aircraft Operators of Aircraft left so unattended shall be liable for damage to other Aircraft or property resulting from the failure to adequately secure or tie down the Aircraft.

#### **SECTION 12. MAINTENANCE:**

12.1 Unless otherwise authorized by the Airport Director, or specified as a permitted use in an Airport facility or land sublease, no Aircraft or Vehicle maintenance, other than that which is required to remove damaged Aircraft from the Runway or Taxiway(s), or that which is necessary to replace a flat tire, shall be

performed at SCLA except in areas specifically designated by the Airport Director for that purpose.

#### **SECTION 13. EQUIPMENT REQUIREMENTS:**

13.1 Every Aircraft using SCLA shall be equipped with a fully functional, two-way radio, except when operating into or from the Airport under an FAA waiver for radio maintenance. The ATC frequency is 118.35 MHz and the ground control frequency is 124.45 MHz. Weather and traffic advisories are broadcast on 109.40 MHz. No fixed-wing Aircraft equipped with a tailskid shall operate on any paved surface of SCLA.

#### **SECTION 14. ACCIDENTS:**

- 14.1 Every Person involved in, or witnessing an Aircraft operating accident on the Airport shall report promptly the details of such accident to the Airport Director, ATC, or FAA.
- 14.2 In addition, the Aircraft Owner and/or the Aircraft Operator, including pilot, shall report fully to the California Division of Aeronautics the details on any accident in which there is death or injury, or in which damage to the property of others exceeds \$400.00.
- 14.3 The Aircraft Owner and/or the Aircraft Operator of an Aircraft which is damaged or wrecked in an accident shall be responsible for the prompt removal of the Aircraft as directed by the Airport Director.
- 14.4 Where the Aircraft Owner and/or Aircraft Operator of an Aircraft which is damaged or wrecked in an accident is unable to arrange for removal of such disabled or wrecked Aircraft, the Airport Director shall have the authority to move, or arrange the removal of, the Aircraft when released (if applicable) by the FAA or the National Transportation Safety Board (NTSB).
- 14.5 No liability shall be incurred by the SCLAA, SAI, VVEDA, the Airport Director or any of their officers, employees, agents, successors and assigns, for damage aggravated by, or resulting from, removal of an Aircraft pursuant to Section 14.4 of these Rules and Regulations.

#### SECTION 15. NOISE:

15.1 No Person shall operate any Aircraft in flight or on the ground in such a manner as to cause Unnecessary Noise as determined by applicable Federal or State or local laws and regulations.

#### SECTION 16. <u>RESTRICTED AREAS:</u>

16.1 Restricted Areas include those areas leased to the Army National Training Center, Advanced Unmanned Systems-Concept Exploration, Southern California Aviation, Victorville Aerospace LLC, Army Reserve, or other area that has direct access to the AOA. No Person shall enter any Restricted Area

- except (a) employees or invitees of the leaseholder, (b) Persons duly authorized by the Airport Director, including, but not limited to, Authorized Persons who have received Personnel Identification Badges, or (c) security or fire-fighting personnel.
- 16.2 Every Person who has access to a restricted area shall close and lock the door, gate or other device immediately after it has been used unless it is under surveillance of a Person who is responsible for controlling entry at that access point.
- 16.3 Every Airport Tenant whose premises have total or limited access to any Restricted Areas shall prevent access to the Restricted Areas by Persons who are not authorized to have such access.
- 16.4 The Airport Director's staff is authorized to close and lock any door, gate or other device permitting access to a Restricted Area that is found open or unlocked and unattended.
- 16.5 Every Person to whom a key, code or access device has been issued by the Airport Security Director, or his designated staff, shall use the key, code or access device to enter a Restricted Area only in accordance with any conditions of issuance and only at Restricted Area access points.
- 16.6 Except where authorized by the Airport Director and subject to any conditions of issuance, no Person shall:
  - 1. Loan or give to another Person a key, code or access device issued to him; or
  - 2. Have possession of, or use for any purpose, a key, code or access device that was issued to him by a Person not having authority to do so.

#### SECTION 17. ANIMALS:

17.1 No Person shall willfully and knowingly allow or permit any animal owned, possessed, or harbored by him to enter the Airport unless the animal is leashed or restricted in such manner as to be under control, or is in a shipping container, or is otherwise under physical restraint, nor shall any Person allow or permit such animal except "special assistance animals" (i.e. guide dog) to enter any Airport building without the approval of the Airport Director.

#### SECTION 18. ACCESS TO RUNWAYS AND TAXIWAYS:

18.1 No Person shall enter upon any Runway or Taxiway, or the movement area as defined by FAA, without the express consent of the Air Traffic Control Tower representative.

#### SECTION 19. STARTING ENGINES:

- 19.1 No Person shall start any Aircraft engine at SCLA:
  - 1. Unless a competent operator is at the controls;
  - Unless the Aircraft is equipped with adequate brakes fully applied or the wheels are securely blocked with blocks or chocks that can be removed safely (Skid equipped helicopters do not have brakes or chocks);
  - When the Aircraft is in such a position that the propeller slipstream or jet blast can cause damage to, or interfere with the operation of, other Aircraft, Vehicles, mobile equipment, hangars, shops, other buildings, or can cause injury to passengers, spectators, or other personnel; and
  - 4. When the Aircraft is within 50 feet of any building without prior written consent.

#### SECTION 20. ENGINE RUN-UPS:

- 20.1 No Person shall conduct an aircraft engine run-up beyond idle anywhere on the Airport other than in areas designated by the Airport Director (with the exception of helicopters, which routinely operate with engines beyond idle as part of normal operations).
- 20.2 Persons who want to conduct an engine run-up beyond idle shall first call ATC on the ground control frequency, 124.45 MHz, and request clearance to one of the two engine run-up areas. ATC will advise the Airport User, given the current wind direction, to proceed to one of two designated engine run-up areas.
- 20.3 ATC will make the final determination of which engine run-up area should be used.
- 20.4 The Person requesting the engine run-up beyond idle will conduct the engine run-up in the area designated by ATC and he shall exercise the necessary caution to ensure no damage is created by the engine run-up.

#### **SECTION 21. TAXIING:**

- 21.1 Only those personnel that have training and are qualified to taxi a particular type of Aircraft are permitted to taxi Aircraft at SCLA.
- 21.2 No Person shall taxi any Aircraft into, out of, or within any hangar or other building on or adjacent to the Airport.
- 21.3 No Person shall taxi any Aircraft across the double yellow lines on the edge of Taxiways and the apron.

21.4 Nor shall any Person move any Aircraft under its own power on the Airport unless that Person is in full control of such aircraft, and has assured himself that there is no danger of collision with other Aircraft, Vehicles, equipment, buildings, or other obstacles. Aircraft shall be taxied at a safe speed.

#### SECTION 22. DUMPING REFUSE:

22.1 No Person shall place, deposit, or dump any garbage, cans, bottles, papers, ashes, sewage, carcass of any dead animal, offal, trash rubbish, debris or any other refuse in any location on the Airport except in containers designed for such purposes.

#### SECTION 23. FIREARMS:

- 23.1 No Person shall shoot any projectile from a firearm or other device, into, on, or across any portion of the Airport, nor have in his possession, or under his control, any firearm which is not unloaded and securely wrapped and boxed for shipment, or explosive or explosive device; provided,
- 23.2 However, that this Section does not apply to peace officers, military personnel, or Airport security guards who are acting in the performance of their duties as such. Firearms on Airport property are pre-coordinated with ASCs when possible.

#### SECTION 24. TRAFFIC PATTERN:

24.1 Every Aircraft before landing and after takeoff shall be flown as directed by ATC.

#### SECTION 25. TAKE-OFFS AND LANDINGS:

- 25.1 No aeronautical activity shall be conducted at SCLA except in conformance with current Federal Aviation Regulations, State of California law and regulations, and these Rules and Regulations.
- 25.2 All initial takeoffs shall commence at the end of the Runway unless cleared by the ATC Tower.
- 25.3 Due to the complex mix of Aircraft that utilize SCLA, there is need to limit those type of aircraft and aerial activities that represent a potential hazard to normal flight operations. The following aircraft and aerial activities are restricted from operating at SCLA except in emergency situations or with prior approval of the Airport Director:
  - 1. Hot Air Balloons;
  - 2. Hang Gliders;
  - 3. Parachutists;

- 4. Radio Controlled Aircraft;
- 5. Ultra Light Aircraft;
- 6. Gliders; and
- 7. Motorized Lighter than Air Aircraft.

#### SECTION 26. AIRCRAFT FUELING AND DEFUELING:

- 26.1 In accordance with the regulations from the National Fire Protection Association (NFPA), Uniform Fire Code (UFC), and the Department of Transportation (DOT) the following rules and regulations must be observed while fueling aircraft:
- 26.2 All fuel servicing must be done outside of any building or hangar. (NFPA 407 3-10).
- 26.3 Aircraft shall be located a minimum of fifty (50) feet away from any building openings, doors, windows, etc.
- 26.4 During fuel handling, no passenger shall be permitted in or on the Aircraft unless a cabin attendant is stationed at or near the cabin door.
- 26.5 Fueling shall not be done while an on-board engine is operating ("hot fueling") without the permission of the Airport Director and then, it shall only be permitted when representatives of the Fire Department are standing by. Exception is allowed for A.P.U. operation on large aircraft. (NFPA 407 3-5.1)
- 26.6 Equipment other than Aircraft service equipment shall not be permitted within fifty (50) feet of an Aircraft during fueling or defueling. (NFPA 407 3-5.1)
- 26.7 No open flames, smoking, battery chargers, or any material or device which is likely to cause a spark shall be in use within fifty (50) feet of an Aircraft or fueling truck during fueling or defueling operation. (NFPA 407 3-7, 3-8). Exception is allowed for Ground Power Units.
- 26.8 All hoses, funnels and appurtenances used in fueling or defueling activities shall be equipped properly with grounding and bonding devices to prevent possible static ignition of volatile liquids or vapors. Such grounding and bonding devices shall be used during all fueling and defueling activities.
- 26.9 Refueling vehicles, fuel hoses and defueling equipment shall be maintained in a safe, sound, operational and non-leaking condition.

- 26.10 Gravity (hand) fueling may not be accomplished with any container having a capacity greater than five (5) US gallons. (NFPA 407 3-2.3)
- 26.11 All portable fuel containers must be approved and marked so as to identify the product contained therein. (UFC)
- 26.12 Any fuel transported by privately owned vehicles, not specifically designed for the transport of flammable liquids and appropriately placarded, are limited to a maximum of 20 U.S. gallons in an approved and marked container. (DOT and UFC)
- 26.13 Portable fuel containers shall be kept in approved locations, at least fifty (50) feet from any building, and secured in a cabinet or locker marked "Flammable." (UFC)
- 26.14 Every Person engaged in aircraft fuel handling shall exercise due care to prevent the overflow of tanks and spilling of fuel. Fuel spills are a fuel operator's responsibility.
- 26.15 Where there has been a fuel spill or leak, no Person shall start the engine of any Aircraft in close proximity until the spill or leak has been cleaned up. In event such spills or leaks are over 10 ft. in any direction, or over 50 sq. ft. in area, or continues to flow, or are otherwise a hazard to persons or properties, the SCLA Fire Department & Haz-Mat shall be notified.
- 26.16 In addition, all fuel storage on the Airport shall be regulated by NFPA 407, the UFC, and be approved by the City of Victorville Fire Chief or his designee.

#### SECTION 27. VEHICLE OPERATIONS:

- 27.1 No Person shall travel on any portion of the Airport except upon the roads, walks, or places provided for the particular class of traffic, nor occupy the roads or walks in such manner as to hinder or obstruct their proper use.
- 27.2 Unless escorted by an Authorized Person who is authorized to drive on the AOA, no Person shall operate a Vehicle on the Airport without successfully passing the SCLA driving test, being issued a Personnel Identification Badge, and possessing a valid state driver's license, with the exception of the Airport ARFF, or Law Enforcement.
- 27.3 No Person shall operate a powered industrial vehicle without a Driving Permit on the Ramps, Taxiways, Runways or designated Roadways. An exception will be made for employees working within the exclusive leaseholders premises as authorized by the Airport Director.

- 27.4 Persons who employ Individuals at the Airport shall be responsible to provide training for powered industrial vehicles and equipment, and for maintaining all training materials and records relating to the employee's duties.
- 27.5 SCLA requires that employers "certify" that training and evaluations have been completed and maintained in the employee's files up to 180 days upon separation of employment, and are available for inspection by the FAA, TSA and the Airport Operations and Security Department upon request.
- 27.6 Motor-vehicle traffic shall yield the right-of-way to Aircraft.
- 27.7 Every vehicle, excluding ARFF and construction vehicles operating within the Movement Area, shall have a flashing yellow beacon and carry a 2-way radio or be escorted by a vehicle so equipped. Construction vehicles must be identified with an orange and white flag and a 2-way radio or be escorted by an authorized vehicle so equipped.
- 27.8 Any accident, involving a motor vehicle, which results in a fatality or injury, or in property damage, shall be reported by the driver, or his representative, to the Airport Director.
- 27.9 No Person shall operate any motor vehicle on the airport in excess of 25 miles per hour except emergency vehicles responding to an emergency situation, or emergency vehicles involved in training or drills with prior ATC coordination. On passenger loading ramps, around parked Aircraft, and in areas immediately adjacent to hangars, speed shall not exceed ten (10) miles per hour.
- 27.10 Vehicles shall not be parked on the Airport other than in the manner and locations indicated by posted traffic signs and markings.
- 27.11 Unattended Vehicles may be parked only in designated Airport vehicle parking lots.
- 27.12 Vehicles parked other than specified in "27.10" and "27.11" above, may be moved by Airport personnel, and in such event a towing charge will be levied prior to releasing the Vehicle from impound. Neither SCLAA, VVEDA, the City, nor any of their respective officers, employees, agents, or designated representatives shall be liable for damages sustained by such Vehicles during said movement.
- 27.13 Motor vehicles shall not be driven on or across Runways or other portions of the Movement Area without permission from ATC Tower to do so. Two-way radio communications with Ground Control (on frequency 124.45) shall be required between the ATC Tower and such vehicles. Exceptions may be granted during maintenance activities as long as two-way radio

- communications control is maintained with at least one vehicle controlling the activity. ARFF vehicles may contact the ATC tower on the fire net per operational agreement.
- 27.14 Motor vehicles shall not be driven or parked upon, or within fifty (50) feet of Aircraft parking areas, ramp areas, or aprons without express approval of the Airport Director. Exceptions: aircraft support, airport maintenance, emergency vehicles, or fuel or service vehicles.
- 27.15 No Person may operate a motor vehicle or Aircraft in or on any portion of the Airport while under the influence of alcohol or drugs.
- 27.16 No Vehicle shall be operated on the Airport unless the Vehicle has been registered to drive on the Airport with Airport Operations. To register a Vehicle to drive on the Airport requires: a) proof of ownership, b) proof of vehicle registration with the Department of Motor Vehicles for State of California, or the Department of Motor Vehicles for another State; and c) proof of insurance as set forth in Section 37 of these Rules and Regulations.
- 27.17 Vehicles passing through electronic access perimeter security gates are required to stop just past the gate and wait for the gate to fully close before continuing. Vehicle operators should ensure no unauthorized persons enter the AOA while the gate is closing. Vehicle entry procedure is one vehicle per gate activation unless the vehicles following are under Escort.

#### SECTION 28. FIRE HAZARDS:

- 28.1 No Person shall light or smoke any cigarette, cigar, pipe, or similar object in the following Airport areas:
  - i. Within any hangar, or fuel handling or fuel storage areas;
  - ii. Inside any Aircraft (whether or not such Aircraft are parked or stored) or within fifty (50) feet thereof;
  - iii. Within fifty (50) feet of any "No Smoking" sign posted;
  - iv. Within any Vehicle operating on the AOA;
  - v. Within any building on the Airport.
- 28.2 No Person may use flammable liquids, solvents, or substances to clean any Aircraft, engine, part, or accessory thereof, within any hangar or building except a building specially designed for that purpose and approved in writing by the Airport Director. Such approval shall only be granted when the Airport Director approves the ventilation provisions, fireproofing, and fire-extinguishing equipment.

- 28.3 No Person shall light or use any open flame for any purpose in any hangar or other building on the airport without the prior written consent of the Airport Director and Fire Chief.
- 28.4 No Person shall operate any welding or cutting equipment (electric or gas) anywhere on the Airport without prior written approval of the Airport Director and the SCLA Fire Department. A welding permit is required and may be obtained at the fire station.
- 28.5 No Person shall clean or degrease any Aircraft or part thereof except at or in a maintenance station properly equipped for such purposes, or in a space designated or authorized by the Airport Director.
- 28.6 No Person shall store or stock any material or substance, or lease or permit such activities in or on the Airport in such a manner, or of such nature, as to constitute a fire hazard. No Person shall keep, store or discard any flammable liquid, gas, signal flare, or other flammable material in any hangar, shop, building, room, enclosure, or other place on the Airport except in areas specially designated by the SCLA Fire Department for such purpose.
- 28.7 Lessees of hangars, shops, or other Airport areas shall provide suitable metal receptacles with hinged lids for the storage of oily waste, rags, and other similar rubbish. The lessee shall remove all such materials at frequent intervals.
- 28.8 Every lessee shall maintain his leased area clean and reasonably free of oil, grease, waste, other flammable materials and weeds.
- 28.9 Lessees shall provide, and maintain in proper working order, adequate and readily accessible fire extinguishers. Each such extinguisher shall bear a suitable tag, which indicates the most recent date of inspection or servicing. SCLA Fire Department shall approve all extinguishers, their type, and location.
- 28.10 No Person shall move, relocate, or otherwise disturb any wheeled fire extinguisher on the Airport without the permission of the SCLA Fire Department unless specifically for emergency use.
- 28.11 All fires on the Airport, regardless of size, even if extinguished, shall be immediately reported to the SCLA Fire Department without delay.

### SECTION 29. FUEL SALES:

29.1 No Person shall deliver aviation fuels or lubricants to, or dispense such fuel from, at, or upon the Airport without a lease or permit from the Airport Director.

- 29.2 For the right, privilege and concession of making deliveries of all types of aviation fuels and lubricants, and other fuels, to any Person or location at or upon the Airport, other than to a central fuel person or location at or upon the Airport, other than to a central fuel service stand provided by the Airport, there is levied against such lease or permit holder, a flowage fee of ten cents (.10) for each gallon of fuel so delivered.
- 29.3 No fuel shall be stored anywhere on the Airport except approved by the Airport Director and the SCLA Fire Department.

### SECTION 30. SECURITY:

- 30.1 Though not required, SCLA operates under the guidelines established by FAR Part 139 "CERTIFICATION AND OPERATIONS SERVING CERTAIN AIRCRAFT OPERATORS." To this end, SCLA has prepared and implemented a security program that parallels the requirements contained in TSA 1542. This program includes the following elements: Personnel Identification Badging, controlled access to the Air Operations Area (AOA), driver licensing for personnel operating on the AOA, Vehicle registration, and perimeter security. All personnel operating at SCLA are required to abide by the SCLA Airport Master Security Program.
- 30.2 Personnel Identification Badges. Only those Individuals that have a need to be on the AOA will be issued a Personnel Identification Badge and granted unescorted access to the AOA and Restricted Areas. Individuals that require access must apply for a Personnel Identification Badge at the Airport Operations and Security Department. Lost or stolen Personnel Identification Badges must be reported to the Airport Operations and Security Department immediately. The application process includes:
  - A ten-year employment/education or unemployment history verification check, with five years verified by the Individual's former employer(s), and
  - 2. A CHRC, which is information gathered from the Federal Bureau of Investigation, provided to SCLAA after submitting a Live Scan Fingerprint to the Transportation Clearing House.
- 30.3 Fingerprints are collected by the Airport Security Coordinator, or his designated representative, at the expense of the Individual's employer.
- 30.4 A Fingerprint-based Criminal History Records Check as described in TSA 1542.209 is required before authorized unescorted access to the Airport is granted. The results of the CHRC will be among the determining factors as to whether the issuance of a Personnel Identification Badge is granted.

- 30.5 Identification for Authorized Persons contains the Individual's photograph, name, company name, expiration date, identification number and color blocks that indicate authorized access areas granted to the badge holder.
- 30.6 Individuals who have a need to be within the Airport Operations Area (AOA) are required to attend an Airport Familiarization and Security Identification Display Area (SIDA) class and will be required to display a Personnel Identification Badge while operating in such areas.
- 30.7 The Airport Badging Office issues Non-Driving Identification Badge and Identification Badges with Driving Permit, upon completion of a SIDA Class and AOA Drivers Training and satisfactory score upon completion of a written test. Driving permits will be determined and issued in accordance with the applicant's job related duties on the airport.
- 30.8 The Airport Security Coordinator will confirm or deny an applicant's request for a badge based on verification of the CHRC and the employment/education or unemployment history verification check, with five years verified by the employer, and the need of the applicant to access the AOA. If a Personnel Identification Badge is warranted, the Airport Security Coordinator, or his designated representative, will issue the Badge.
- 30.9 All Personnel Identification Badges issued by the Airport Operations and Security Department are the property of Southern California Logistics Airport Authority and MUST be returned upon expiration, separation of employment (for any reason), when the job function no longer requires Personnel Identification Badge, and upon demand of staff from the Southern California Logistics Airport. Any misuse or willful failure to return a Personnel Identification Badge is punishable by fine as dictated in the Airport Rules and Regulations. Personnel Identification Badges are non-transferable and must be used only by the Individual to whom they are issued.
- 30.10 No Individual shall enter the AOA of the Airport without a Personnel Identification Badge unless the Individual is accompanied by an Authorized Person with a Personnel Identification Badge who shall be fully responsible for the unbadged person being escorted. Fire department personnel responding to an emergency wearing uniforms or other identifying clothing, shall not be required to wear an identification badge.
- 30.11 No Authorized Person shall Escort any Individual who is not in the performance of job-related duties and who requests access to the Airport as a visitor without the consent and approval of the Airport Director. Person(s) denied access to the Airport by Airport security officers, must abide by the decision of the security officers under the direction of this rule. Visitor Escort must be conducted during normal business hours of the Airport

- Operations and Security Department, unless prior approval of the Airport Director has been established
- 30.12 Authorized Persons shall always prominently display their Personnel Identification Badge while on the AOA. Failure to prominently display an issued Personnel Identification Badge while on the AOA shall constitute a violation for which a fine shall be assessed as set forth in Section 43, PENALTIES AND APPEALS.
- 30.13 Individuals who do not display a Personnel Identification Badge, and who are not under Escort by an Authorized Person displaying a Personnel Identification Badge, shall immediately be reported to the Airport Director and shall be escorted off the AOA by the Airport Director or his staff.
- 30.14 Authorized Persons who have been issued a Personnel Identification Badge and are involved in an accident while operating on the AOA will be asked to submit to a drug-screening test. Authorized Persons who refuse to submit to the drug-screening test will be considered as having failed the test and the Authorized Person will be considered to be under the influence of drugs or alcohol.
- 30.15 Controlled Access to the AOA. Any Airport Tenant that has direct access to the AOA, should, because of their immediacy of access, be considered part of the AOA. These Airport Tenants shall therefore take measures to protect access to the AOA. As required by TSA 1542.113 Airport Tenant Security Programs, the Airport Tenant must assume responsibility for specified security measures of the Secure Area, AOA, or SIDA. Airport Tenants are encouraged to develop individual security programs designed to meet the needs of their particular businesses. In all cases such security programs must be approved in writing by the Airport Director.
- 30.16 While on the AOA, customers and clients of the Airport or Airport Tenants must be under Escort at all times. Failure to provide an Escort may constitute the issuance of a Notice of Violation that could result in sanctions. See Section 43, <u>PENALTIES AND VIOLATIONS</u> for a discussion on the scope of fines/penalties associated with violations of the Airport Security Program.
- 30.17 The Airport Operations and Security Department administers the licensing program for drivers on the AOA. This program involves a study element that describes the procedures for driving on the AOA at SCLA. A written test will be administered and all applicants must pass the test in order to receive a license to drive on the AOA.
- 30.18 Vehicle Registration for driving on the AOA. All Vehicles that operate on the AOA must be registered with the Airport Operations and Security

- Department. All Vehicles that operate on the AOA will be issued a Radio Call Sign that must be utilized while on the AOA. Airport Standard Operating Procedure No. 200-01 describes the Radio Call Sign Procedure.
- 30.19 <u>Perimeter Security</u>. The Airport is surrounded by an eight-foot (8') high chain link fence. Barbed wire is placed atop this fence. There are numerous locked gates that access the Airport perimeter. Airport Tenants that are situated on the immediate perimeter of the AOA must employ secured personnel doors.
- 30.20 All Persons that operate on the Airport are charged with the responsibility of maintaining the security of the Airport. To this end, Persons who observe breeches in security are to call said incidents to the attention of the Airport Operations and Security Department.
- 30.21 A Person's responsibility under Section 30.20 includes breeches to the procedural elements of the Airport Security Program, as well as the physical elements of the Airport Security Program (perimeter fence, vehicle gates, etc.).
- 30.22 The issuance under this Section of either (i) a Personnel Identification Badge, or (ii) a Personnel Identification Badge with Driving Permit to drive on the AOA, shall be conditioned upon the express consent of the Individual to whom the badge is issued, to a drug and alcohol screening in the event that such Individual is involved in an accident while on Airport property.
- 30.23 In the event that an Individual to whom a Personnel Identification Badge or Personnel Identification Badge with Driving Permit has been issued (a) tests positive for the use of a controlled substance not prescribed by a physician or has a blood alcohol content equal to or in excess of .08, or (b) refuses to consent to a drug and alcohol screening, then such Individual's Personnel Identification Badge and/or Driving Permit shall be revoked by the Airport Director.
- 30.24 A Personnel Identification Badge and/or Driving Permit which has been revoked under Section 30.23 of these Rules and Regulations will remain revoked until the Individual's employer petitions the Airport Director in writing, to have said Individual's Personnel Identification Badge and/or Driving Permit reinstated.
- 30.25 Reinstatement of a Personnel Identification Badge and/or Driving Permit which has been revoked under Section 30.23 of these Rules and Regulations remains the prerogative of the Airport Director; however, reinstatement will not be unreasonably withheld.

30.26 Reinstatement of a Personnel Identification Badge and/or Driving Permit which has been revoked under Section 30.23 of these Rules and Regulations will depend on, as a minimum, the employer's verification of a negative drug test as part of a return to duty test. Any Individual who has verified positive drug test results on two drug tests will not be permitted to thereafter work or drive on the AOA, regardless of whether such Individual is accompanied by an Individual properly in possession of a Personnel Identification Badge and/or Permit.

### SECTION 31. AIRPORT SECURITY AREAS:

- 31.1 <u>Unauthorized Entry and Exit</u>: No Person shall seek entry to or exit from Airport Security Areas except through designated entrances and exits. No Individual shall seek entry to or exit from Airport Security Areas over, under or through fencing, walls, window, air or other vents.
- 31.2 Only Authorized Persons, or those Individuals under Escort, shall have access by any means to Airport Security Areas.
- 31.3 A Person performing an Escort must, at all times, be in a position to actively monitor, direct and control the movements and actions of the accompanied Individual(s).
- 31.4 No Individual shall enter/exit or allow another Individual to enter/exit into Airport Security Areas except by using his Personnel Identification Badge. No Individual shall follow another Individual into an Airport Security Area without first using his or her Personnel Identification Badge through any electronic access installed at the entry/exit point. This provision does not apply to an Individual under Escort
- 31.5 No Individual shall drive a Vehicle into Airport Security Areas unless the Individual has used his or her Personnel Identification Badge to open any electronic access installed at the entry point. No Individual shall allow other Vehicles to follow or tailgate in Airport Security Areas. This provision does not apply to Vehicles under Escort.
- 31.6 No Person shall tamper with or in any way hamper the effective operation of Security Devices.
- 31.7 <u>Security of Access Points</u>: No Person shall leave open, propped or unsecured any door, gate or access point leading to or allowing access to Airport Security areas. No Person shall hold, prop or cause a door, gate or access point to be open beyond the period of time allowed by a Security Device unless an Authorized Person attends the door. When an Authorized Person is attending a security door, he or she must be physically present at the door and must use his or her Personnel Identification Badge to activate additional time for the door to be open.

### SECTION 32. RESPONSIBILITY OF AIRPORT TENANTS:

- 32.1 Adherence to the Security Rules and Regulations: Airport Tenants with access to Airport Security Areas on their leased area shall follow these Rules and Regulations by posting signs, approved by the SCLAA, which prohibit access into the Airport Security Areas. Airport Tenants with access to Airport Security Areas shall at all times keep the access secured or staffed in a manner that prevents unauthorized Individuals from accessing Airport Security Areas. Airport Tenants shall retain keys or other means of access to Airport Security Areas under their control and issue such access only to Authorized Persons.
- 32.2 Airport Tenants with access to Airport Security Areas shall appoint at least one employee of the Airport Tenant as the security contact primarily responsible for the Airport Tenant's leased area which access Airport Security Areas. Airport Tenants shall advise the Airport Security Coordinator in writing of the Individual or Individuals at all times having such responsibility.
- 32.3 Airport Tenants must provide a quarterly employee roster to the Airport Operations and Security Department in the months of January, April, July and October, and immediately notify the Airport Operations and Security Department of employee separation.
- 32.4 Airport Tenants must immediately confiscate Personnel Identification Badges, with or without access media, as well as any keys that would allow access to the Airport, from Individuals upon separation of employment. Any misuse or willful failure to return a Personnel Identification Badge is punishable by fine as dictated in these Rules and Regulations.

### SECTION 33. OTHER PROHIBITED ACTS:

- 33.1 <u>Bypassing Security Screening Area</u>: No Individual shall enter a Sterile Area through a Security Screening Area unless first going through equipment that has been installed for inspection of Individuals and their belongings. Armed federal and local law enforcement officers on official duties at the Airport, airport operations and maintenance personnel, and others exempted by the FAA do not have to be inspected, provided they follow FAA and TSA regulations.
- 33.2 <u>Statements Against Aviation Safety or Security</u>: No Person shall make a statement to another so as to indicate that the Person or another may have possession of a firearm, bomb or explosive device while at the Airport.
- 33.3 <u>Interference with Airport Personnel</u>: No Person shall intimidate, threaten, hinder or obstruct Airport Personnel or Airport Security Officers in the performance of his or her official job duties or lessen the ability of such person to perform his or her duties.

- 33.4 <u>Interference with Flight Operations</u>: No Person shall intimidate, threaten, hinder or obstruct an aircraft crewmember in the performance of his or her official job duties or lessen the ability of such aircraft crewmember to perform his or her duties.
- 33.5 <u>Unattended Baggage</u>: No Person shall leave any bag, luggage, box or container unattended in the terminal areas of the Airport, which are accessible to the public.
- 33.6 <u>Presenting a Weapon at Security Screening Area</u>: No Person shall place firearm(s), explosive device(s), knife/knives or other FAA/TSA prohibited items that could be used as a weapon onto inspection equipment at a Security Screening Area without first declaring such item(s). Only Persons authorized by the TSA may test Security Screening Areas.

### SECTION 34. <u>ENFORCEMENT:</u>

- 34.1 <u>Notices of Violation</u>: The Airport Operations and Security Department will conduct inspections and enforce violations of these Rules and Regulations, Minimum Standards, and any permits issued hereunder regarding activities at the Airport. All Personnel Identification Badge holders and persons with access cards will be subject to a Notice of Violation (NOV) when reasonable grounds exist to believe that Rules and Regulations, Minimum Standards or a permit have been violated, either by commission or omission.
- 34.2 NOV's will be monitored and issued by Airport Operations and Security Department personnel or by recommendation from an Authorized Person of Authority. A copy of the NOV will be given to the Personnel Identification Badge holder, or the Person(s) observed committing the violation(s).
- 34.3 The NOV may serve as a notice only or may include a penalty ranging from suspension to revocation. Any violation of a severe nature as determined by the Airport Director will warrant immediate suspension or revocation of the Personnel Identification Badge. Severe violations include, but are not limited to, any violation that may result in property damage, injury, runway incursions, or other safety hazards, or that threatens the environment or public welfare.
- 34.4 The receipt of three (3) NOVs, which have not been appealed or that have been upheld upon appeal, within a twenty-four (24) month period will be considered grounds for revocation of the Personnel Identification Badge.
- 34.5 When an NOV or sanction is issued, a letter indicating as such will be sent to the Individual's employer, advising the employer of the violation.
- 34.6 Upon written request, the Airport Security Coordinator may review and recommend modification of the NOV.

### SECTION 35. SUSPENSIONS:

An Individual's authorization to use a Personnel Identification Badge may be suspended for any of the following reasons:

- 1. Violation of these Rule and Regulations.
- 2. Violation of any rule or regulation of SCLAA for which a criminal penalty may be imposed.
- Violation while on Airport property of any law of the State of California or the United States for which a criminal penalty may be imposed.
- 4. Actions which interfere with or threaten the operation of the Airport, or the comfort, safety or convenience of passengers, Authorized Person's employed by the City of Victorville, or otherwise constitute just cause for suspension.
- 35.2 The Airport Director or an Airport Security Coordinator shall issue written notice of the Suspension, which shall state the nature and date of the violation, the length of Suspension, and the date the Suspension shall begin and the Individual's right to have a hearing pursuant to the provisions of Section 43 of these Rules and Regulations. The suspension may be for up to ninety (90) days as determined by the Airport Director or the Airport Security Coordinator.

### SECTION 36. <u>REVOCATION:</u>

- 36.1 An Individual's authorization to use a Personnel Identification Badge may be revoked for any of the following reasons:
  - Any act that seriously endangers property or Persons or indicates willful or reckless disregard for, and which has an immediate impact on the health, safety or welfare of the public or poses a serious threat to the security of the Airport.
  - 2. A violation warranting Suspension where the Individual has had a previous suspension for the same or similar offense.
- 36.2 The Airport Director or Airport Security Coordinator shall issue a written notice of Revocation, which shall state the nature and date of violation, the date and Revocation shall begin, and the Individual's right to a hearing pursuant to the provisions of Section 43 of these Rules and Regulations.

### SECTION 37. LIABILITY INSURANCE:

37.1 Every Airport User shall carry insurance as required by their lease, sublease or permit to operate on Southern California Logistics Airport and as required

by State and Federal regulations. Any person operating a vehicle within the fenced area of the Airport, who does not have a lease, sublease, or Operating Permit, is required to have comprehensive automobile insurance with combined single limits for bodily injury and property damage of not less than \$1,000,000.

- 37.2 Airport Users shall provide Certificates of Insurance naming VVEDA, SCLA and Stirling Airports International as Additional Insured's with respect to their lease, sublease or permit. These Certificates of Insurance shall also provide for a 30-day Notice of Cancellation for those policies listed on the Certificate of Insurance.
- 37.3 The Airport User shall formally advise its Insurers that all Vehicles in use with or without valid Airside Vehicle Permits are intended to be operated on that portion of the Southern California Logistics Airport premises known as Airside, and should those Insurers exclude, limit, or otherwise restrict coverage while the Vehicle is on Airside, the Occupant shall obtain and keep in full force and effect at all times, a policy of Aviation Liability insurance covering both license-plated and unlicensed plated Vehicles while on Airside

### SECTION 38. ILLEGAL ACTIVITIES: No Person shall:

- 38.1 Take or use any Aircraft, aircraft parts, instruments, or tools pertaining thereto, which are owned, controlled, or operated by any other Person, while such Aircraft, parts, instruments, or tools are stored or otherwise left on SCLA, or within its hangars, building, or facilities, without the written consent of the owner/operator thereof, except upon satisfactory evidence of the right to do so duly presented to the Airport Director, or authorized by him or so ordered by a court of competent jurisdiction.
- 38.2 Land, takeoff, taxi, or otherwise operate any Aircraft on, at, or from SCLA when he knows such Aircraft is not operating properly, or is equipped with any part or safety device which is defective or unsafe. Deviations from this restriction shall only be permitted by specific authorization from the Airport Director and/or FAA if required, or his designated representative.
- 38.3 Operate any Aircraft on or at the Airport, or on any Runway thereof, when the Airport or Runway has been closed to traffic by the Airport Director or other legal authority, or when such closure has been indicated by the placement of an "X" at each end of the closed Runway.
- 38.4 Operate any aircraft on, at, or in the vicinity of SCLA in willful or wanton disregard for the safety of persons or property, whether his own or that of others.

- 38.5 Engage in the performance of any aerobatics, stunt, or maneuver not necessary to a normal takeoff, landing, normal turn or level flight of the Aircraft, over or within one mile of the exterior boundaries of the airport without the permission of the Airport Director or ATC.
- 38.6 Engage in the sale of any goods, wares, merchandize, or services at or upon the Airport without first having secured from the Airport Director a lease or permit therefore, and paying any required fees for such lease or permit.
- 38.7 Board an aircraft at the Airport without the prior approval of the Aircraft's owner or representative.

### SECTION 39. AIRPORT CLOSURE:

- 39.1 The Airport Director is hereby directed and authorized to close the Airport, or portions thereof, or suspend operations related to the landing, takeoff, or taxiing of Aircraft during any period in which he determines that such operations, or their continuance, would be hazardous.
- 39.2 Causes for such closure could include, but would not be limited to, adverse weather conditions, runway maintenance or repairs, runway obstacles, fire, Aircraft or other accident.
- 39.3 The Airport Director or his designee shall immediately notify the Riverside Flight Service Station and issue a NOTAM, advising of the closure.

### SECTION 40. THRU-THE-FENCE ACTIVITIES:

40.1 Thru-the-fence activities, defined as accessing the Airport from private land outside the airport perimeter for the purpose of utilizing or otherwise benefiting from the Airport, are strictly prohibited.

### SECTION 41. SEVERABILITY:

- 41.1 Should any article, section, sub-section, sentence, clause or phrase of these Rules and Regulations be held invalid or unconstitutional for any reason, such decision shall not affect the remaining portion of these Rules and Regulations.
- 41.2 The SCLA Authority hereby declares that it would have adopted these Rules and Regulations and each article, section, sub-section, sentence, clause or phrase, regardless of the fact that any one or more articles, sections, sub-sections, sentences, clauses, or phrases be declared invalid or unconstitutional.

### SECTION 42. DISMANTLING AIRCRAFT:

42.1 No Person shall dismantle an Aircraft of any type outside of a hangar unless they receive prior written approval from the Airport Director. Any Person permitted to dismantle an aircraft outside of a hangar must:

- 42.2 Submit a written request to the Airport Director describing the type of aircraft to be dismantled, the dismantling procedures to be employed, the procedures for disposing of all dismantled material, toxic material clean up and abatement procedures, and the schedule for dismantling an aircraft.
- 42.3 Conduct all aircraft dismantling within a fenced in area to prevent visual contact with the dismantling activity.
- 42.4 Return the area used for dismantling to its original condition as approved by the Airport Director in his/her sole discretion.
- 42.5 Procure a performance bond to ensure any contamination, remediation of contamination and the dismantling area is returned to its original state. The amount of the bond will depend upon the procedures set forth in the request and the potential exposure and land clean-up cost to the Airport.
- 42.6 Receive the prior approval of the SCLA Fire Department.
- 42.7 Adhere to all City of Victorville, State and Federal environmental regulations.
- 42.8 Upon receipt of the information set forth in 42.1 through 42.7 above, the availability of land to conduct dismantling and other airport operating requirements and/or constraints, the Airport Director will either approve the Aircraft dismantling request by issuing a written Letter of Permit with appropriate indemnities and airport protection provisions to the requesting person or business or deny the request by providing a Letter of Denial to the requestor.

### SECTION 43. PENALTIES AND APPEALS:

- 43.1 Fixing penalties for violations: Any Airport User including, without limitation, sublessees, suppliers, contractors, guests, invitees, or others that do not adhere to or violates these Rules and Regulations shall be sanctioned.
- 43.2 Sanctions may include, but are not limited to, a fine paid to the Airport, denial of the use of the Airport for a specified period of time, and/or a referral to the Transportation Security Administration and/or Airport Authority Attorney with a recommendation for criminal prosecution.
- 43.3 In determining the sanctions to be imposed, the Airport Director may take into consideration any mitigating or aggravating factors that may exist including, without limitation, the number of previous violations and the cooperation of the person involved.
- 43.4 Fines shall be assessed from \$100.00 to \$10,000.00 per day per incident depending on the severity of the violation.

- 43.5 Should an infraction occur, and should the infraction and situation surrounding the infraction warrant, fines will be assessed on a graduated/increasing basis.
- 43.6 All fines assessed to a sublessee, or to a sublessee's suppliers, contractors, guests, invitees, or others, will be added to a Sublessee's monthly rent and subjected to late fees and default provisions as set forth in a Sublessee's land or facility Sublesse.
- 43.7 Fines assessed to Airport Users who do not have a land or facility Sublease at SCLA, shall be paid before the Airport User is permitted to use the Airport again.
- 43.8 Continuous violation of these Rules and Regulations shall result in denial to use the Airport. Attachment B provides an example of fines as may be applied.
- 43.9 <u>Removal from Airport Premises</u>: The Airport Director, or his designated representative, may order removal of anyone from the Airport who knowingly and willfully violates any provision of these Rules and Regulations.
- 43.10 <u>Recourse under Tenant's Lease</u>: SCLAA may take action against Airport Tenants under their lease agreements irrespective of any other penalties under these Rules and Regulations.
- 43.11 <u>RIGHTS OF APPEAL</u>: Fines and other sanctions may be appealed to the Executive Director. Requests for appeal must be made in writing to the Executive Director within ten (10) business days from the date the fine was presented to the Airport User.
- 43.12 The Executive Director (or his designated representative) will convene an administrative hearing and shall serve as the hearing officer (the "Hearing Officer"). Failure of any Airport User to properly file an appeal shall constitute a waiver of its right to an administrative hearing and adjudication of the fine or any portion of the total amount of the fine.
- 43.13 The Airport User or other Person in receipt of the fine or sanction shall be provided a written notice of the date, time, and location of the hearing. The notice will include the date, time and nature of the alleged violation.
- 43.14 The hearing shall be conducted in an informal manner and strict rules of evidentiary procedure will not apply. The Hearing Officer may consider any evidence that is reasonably probative and aids in the determination of the facts.
- 43.15 Parties are entitled to be represented by an attorney of their choice, to bring witnesses, and present documentary evidence. Parties have the right to have

- all records or documents relevant to the proceedings provided to them at the cost of reproduction.
- 43.16 At the conclusion of the appeal hearing, and pursuant to the Hearing Officer's authority, the Airport Director's imposition of sanctions may be upheld, modified or reversed. Parties will be provided with the results of the hearing in writing, including any penalties imposed by the Hearing Officer. The decision of the Hearing Officer is final.

### SECTION 44. EFFECTIVE DATE

44.1 These changes contained in the Southern California Logistics Airport Rules and regulations shall be of full force and effective immediately upon filing of same with proof of publication with approval of the Southern California Logistics Airport Authority.

Peter R. Soderquist
Airport Director

Attachment A

### SOUTHERN CALIFORNIA LOGISTICS AIRPORT Airport Rates and Charges

### Introduction / Guiding Principles:

- A.1 In establishing a Schedule of Airport Rates and Charges, the Southern California Logistics Airport Authority (the "Airport Authority") is required by federal regulations to ensure that charges are fair, reasonable and non-discriminatory. Further, Airport Rates and Charges are to be reasonably consistent with the rates and charges being applied by other airports for similar types of activities, unless there is a special situation unique to the Southern California Logistics Airport.
- A.2 The Airport Authority fully recognizes the FAA prohibition against the diversion of Airport revenues for non-airport purposes. It is recognized that failure to collect fair and reasonable fees and market-based rents for the use of Airport property, facilities and equipment can be considered a form of Revenue Diversion. The Authority also recognizes the FAA requirement to establish a Schedule of Rates and Charges that will permit the Airport to be as self-sustaining as possible.

### Airport User Fees Defined:

- A.3 Aircraft Landing Fees: The Southern California Logistics Airport Authority (SCLA) has expended a significant amount of funds to provide aviation facilities for the benefit of aircraft owners and operators. Landing fees are assessed to help offset the cost of operating and maintaining the Airport's runway, taxiway, and aircraft parking ramp areas. Landing fees are based upon the Certified Maximum Gross Landing Weight (MGLW) of the aircraft multiplied by the Airport Authority's established landing fee rate per 1,000 pounds of Certified Maximum Gross Landing Weight.
- A.4 Commercial Aircraft: The Airport Authority assesses a landing fee on *each* aircraft landing conducted by an airline or other commercial Air Carrier, operating under FAR Part 121 (airline), Part 129 (international airline), Part 135 (air taxi), or other similar regulation, regardless of the purpose of the landing.
- A.5 Signatory Landing Fees: Signatory landing fees are assessed to an airline, or other large (over 75,000 lbs MGLW) commercial aircraft operator having a Signatory Operating Agreement with SCLA. To be eligible for Signatory Operating Agreement status, the operator must have one or more of the following:

- A lease with the Airport Authority of a ground site having at least 10,000 square feet or more that is used to accommodate the organization's primary base of business on Airport property.
- ii. A lease with the Airport Authority, or an approved sublease, of a building, or part of a building totaling at least 4,000 square feet that is used as the organization's primary base of operations on the Airport.
- iii. Commercial Airlines operating under the military Civilian Reserve Air Force (CRAF) program.
- A.6 Non-Signatory Landing Fees: Non-signatory Landing Fees are assessed at a rate of 125% of the Signatory Landing Fee rate for large commercial operators (over 75,000 lbs MGLW) using the Airport who do not have Signatory Operating Agreement status with the Airport Authority, or have an agreement, but do not meet any of the Signatory eligibility criteria specified in paragraph 2 above. The Non-Signatory Landing Fee is intended to compensate the Airport Authority for the operator's use of the Airport's runway and taxiway areas as well as compensation for the privilege of being able to access the airport to conduct business.
- A.7 Private Aircraft: The Airport Authority assesses a landing fee on each aircraft landing conducted by large private operators (over 75,000 lbs MGLW) operating under FAR Part 91, or other similar regulation, regardless of the purpose of the landing. Landing fees for private aircraft that are operated under FAR Part 91 and are based at the airport under conditions set forth in a long term agreement with the Authority will be charged landing fees as required by that agreement.

### Aircraft Parking Fees:

- A8. Signatory Aircraft Parking Fees: Aircraft having Signatory status as defined in A.1 above, are not required to pay parking fees during the time an aircraft is in the loading/ unloading process (24 hour maximum). Signatory Aircraft are also exempt from aircraft parking fees on the weekend, and over national holidays, as long as the weekend/holiday parking occurs in the middle of the loading/unloading process. Signatory Aircraft that are not in the unloading/loading process, and/or use aircraft parking areas in excess of the 24-hour maximum, are required to pay established aircraft parking fees.
- A9. Non-Signatory Aircraft: Non-signatory aircraft are required to pay established aircraft parking fees.

- A10. Private Aircraft: All private aircraft (both heavy and light) are required to pay aircraft parking fees. Aircraft that are based at the airport under conditions set forth in a long term agreement with the Authority will be charged parking fees as required by that agreement.
- A.11 Aircraft Storage Fees: Aircraft storage fees are charged to aircraft that are stored on areas other than the main parking apron. Fees are payable under one of three different categories: under 50,000 lbs MGTW, narrow body aircraft, and wide body aircraft. Remote aircraft storage is occasioned by the many acres of closed runways and taxiways that make a suitable "hard stand" for aircraft parking. The availability of these areas is directly related to the longevity of these surfaces. As these surfaces fail to be usable for aircraft parking, they will be removed from the inventory of remote parking. The Airport Authority makes no representation that it will maintain these surfaces and those businesses that store aircraft thereon do so at their own risk.
- A.12 Fuel Flowage Fees: A substantial percentage of the fuel dispensed at SCLA is "pre-purchased" by large aircraft operators that enjoy discounts based on the large volumes of fuel these carriers purchase nationally. This pre-purchased fuel is stored in SCLA's fuel farm to which SCLA assesses a storage fee. SCLA also assesses a flowage fee on each gallon of fuel delivered from the fuel farm to the aircraft.
- A.13 Fuel flowage and fuel storage fees reflect the intent of the Airport Authority to generate reasonable revenues for the use of the airport's fuel storage facility, while at the same time, encouraging aircraft operators to use SCLA as a base of operations.
- A.14 All fuel sold at SCLA is subject to the described fuel flowage fees with following exceptions:
  - 1. Non-Signatory Air Cargo Operators: Commercial Air Cargo Operators that are considered Non-Signatory as defined in Section A.1 above and pre-purchase fuel that is stored in the Airport's fuel farm for use in their aircraft, shall pay *flowage fees* and *storage fees*.
  - 2. Signatory Cargo Operators: Commercial Air Cargo Operators that meet the requirements of Signatory status as defined in Section A.1 above and pre-purchase fuel that is stored in the Airport's fuel farm for use in their aircraft shall pay the appropriate *storage fee*.
  - 3. Non-Commercial Signatory: Based operators (signatory) that are non-commercial (Part 91) will pay the appropriate *storage* fee and a *modified flowage fee* as provided in the operators lease agreement.

### Southern California Logistics Airport Schedule of Rates and Charges

### **Landing Fees**:

Signatory airline (over 75,000 lbs MGLW) \$ .85 per 1,000 pounds MGLW Non-signatory airline (over 75,000 lbs MGLW) \$1.06 per 1,000 pounds MGLW Private aircraft (over 75,000 lbs MGLW) \$ .85 per 1,000 pounds MGLW

### **Fueling Fees:**

(Flowage fee -\$ .08 per gal; Storage fee -\$ .02 per gallon)

### Aircraft Parking Fees: (commercial aircraft)

Signatory airline \$200.00 per day Non-signatory airline \$200.00 per day

### <u>Transient Aircraft Tie down Fees</u>: (general aviation aircraft; main ramp)

Single engine	\$ 5.00 per day \$ 80.00 per month
Multi engine	\$ 10.00 per day \$120.00 per month
Mid-weight aircraft (12.5K lbs to 25K lbs)	\$ 20.00 per day \$200.00 per month
Large aircraft (25Klbs to 100K lbs)	\$ 30.00 per day \$300.00 per month
Narrow body\$	100.00 per day \$1,000.00 per month
Wide body	200.00 per day \$2,000.00 per month

### Wash Rack:

Any aircraft.....\$ 40.00 per hour \$240.00 per day

<u>Live Scan Fingerprint Transmission Fee Per Applicant for Criminal History Records Check:</u>

Call Airport Operations at (760) 243-1915 for Fingerprint transmission fees.

### Personnel Identification Badge

Personnel Identification Badge with or without access card.......\$ 10.00 Lost Personnel Identification Badge ......\$ 100.00

(Fees are subject to change)

### Notes:

Parking charges for Signatory Airlines do not apply for the first 24 hours, weekends, or holidays. Transient aircraft tie down fees apply to aircraft remaining overnight. Transient aircraft remaining parked longer than overnight Military aircraft are exempt from paying landing, parking and storage fees.

### **Definitions:**

### Signatory –

Having a lease or sublease of a ground site or building space on the Airport in accordance with the Airport Authority's Rates and Charges Policy; or, an airline having a contractual airline operating arrangement with an organization that has such a lease on airport property.

### Non-signatory -

Those operators who do not have an On-Airport Lease Agreement with the Airport Authority in accordance with the Rates & Charges Policy.

MGLW - Maximum (certificated) Gross Landing Weight

MGTW - Maximum (certificated) Gross Takeoff Weight

Narrow body aircraft - i.e. B-727; B-737; DC-9; MD-80

Wide body aircraft - i.e. B747; B-777; DC-10; MD-11

Attachment B

### SCLA SCHEDULE OF FINES

- B.1 In most situations, a sanction or fine will be levied upon the employer of the Individual involved in the infraction. All sanctions or fines assessed will be added to the employer's basic monthly rent and subjected to late fees and default provisions as set forth in an Airport Tenant's land or facility sublease. Fines assessed to Airport Users who do not have a land or facility Sublease at SCLA, shall be paid before the Airport User is permitted to use the Airport again. Continuous violation of these Rules and Regulations shall result in denial to use the Airport.
- B.2 The following schedule should be regarded as a suggested schedule of fines. The Airport Director has the sole discretion and authority to levy fines, their amount and final disposition.
- B.3 For minor infractions related to vehicle operations on the AOA such as: Speeding on the AOA. \$100.00 Operating a vehicle on the AOA without: Airport Issued I'D Badge or drivers permit, appropriate markings or two-way radio communication with ATCT. \$100.00 Runway incursion. \$500.00 Taxiway incursion. \$300.00 For negligence resulting in, and failure to correct, FOD \$100.00 B.4 For breeches in security such as: 1. Leaving a perimeter gate unattended. \$100.00 2. Failure to accompany non-badged person on the AOA. \$100.00 3. Sharing a security code or vehicle gate card. \$300.00 4. Bypassing Security. \$300.00 5. Sharing a Personnel Identification Badge. \$300.00 6. Losing a Personnel Identification Badge. \$100.00 For miscellaneous infractions of the Rules and Regulations such as: **B.5** 1. Smoking in a non-approved area. \$100.00 2. Parking or storing aircraft in non-approved areas. \$100.00
- B.6 A Federal Aviation Administration (FAA) or Transportation Security Administration (TSA) fine levied at the SCLA may be directly forwarded to a tenant if such tenant action is cause for the FAA/TSA penalty

3. Performing aircraft maintenance in unauthorized areas.

4. Knowingly allow an unsafe condition to exist.

5. Bringing an unauthorized vehicle on the airport.

\$100.00

\$300.00

\$100.00

A second violation of the above listed offenses will result in the doubling of the applicable fine. A third offense will result in the tripling of the applicable fine and a suspension of privileges until corrective actions are taken and documented.

### FAA RULES AND REGULATIONS

### FAA RULES AND REGULATIONS

### LICENSE PROVISIONS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION

- 1. The Licensee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all requirements imposed by the Non-Discrimination Acts and Regulations in the Pertinent List of Non-Discrimination Authorities set forth in Provision 19 hereof (as such may be amended), such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities.
- 2. The Licensee, for himself/herself, his/her heirs, personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to the Non-Discrimination Acts and Regulations in the Pertinent List of Non-Discrimination Authorities set forth in Provision 19 hereof (as such may be amended).
- 3. In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate the License, and to reenter and repossess said land and the facilities thereon, and hold the same as if said License had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are allowed and completed including expiration of appeal rights.
- 4. Licensee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service: PROVIDED THAT the Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- 5. Non-compliance with Provision 4 above shall constitute a material breach hereof and in the event of such non-compliance, Authority shall have the right to terminate the License Agreement and the estate hereby created without liability therefor, or at the election of the Authority or the United States, either or both said Governments shall have the right to judicially enforce provisions.

- 6. Licensee agrees that it shall insert the above five provisions in any license/sublicense agreement, by which said Licensee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein licensed.
- 7. Licensee will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Licensee transfers its obligation to another, the transferee is obligated in the same manner as the Licensee. This provision obligates the Licensee for the period during which the property is owned, used, or possessed by the Licensee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 8. Nothing in the above Provisions 6 or 7 shall be construed as granting permission or consent for the Licensee to sublicense or transfer the premises licensed herein.
- 9. The Licensee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. The Licensee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Licensee assures that it will require that its covered suborganizations provide assurance to the Authority, that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- 10. The Authority reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Licensee and without interference or hindrance.
- 11 The Authority reserves the right, but shall not be obligated to the Licensee to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Licensee in this regard.
- 12. This License shall be subordinate to the provisions and requirements of any existing or future agreement between the Authority and the United States, relative to the development, operation and maintenance of the airport.
- 13. There is hereby reserved to the Authority, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein licensed. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on this airport.

- 14. Licensee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of building is planned for the Licensed Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Licensed Premises.
- 15. Licensee, by accepting this License expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land licensed hereunder which would violate the obstruction height limitations as set forth in Federal Air Regulation (FAR), Part 77. In the event the aforesaid covenants are breached, the Authority reserves the right to enter upon the land licensed hereunder and to remove the offending obstruction, all of which shall be at the expense of the Licensee.
- 16. The Licensee, by accepting this License, agrees for itself, its successors and assigns that it will not make use of the Licensed Premises, in any manner which might interfere with the landing and taking off of aircraft from this airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Authority reserves the right to enter upon the premises hereby licensed and causes the abatement of such interference at the expense of the Licensee.
- 17. It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958, as amended.
- 18. This License and all the provision hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during time of war or national emergency.
- 19. The following constitutes the Pertinent List of Non-Discrimination Authorities, which are incorporated herein by this reference as if set forth in full:
  - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21;
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### EXHIBIT D

### **USE AND CONDITION OF AREA**

The Area is to be used by the Licensee for the purpose of conducting an FAA approved and certificated Aviation Airframe and Power Plant Program (A & P courses), and to facilitate and administer the Federal Aviation Administration (FAA) Airframe and Power plant (A & P) certification testing for students of the Victor Valley College (VVC) Aviation Program and others seeking an FAA certification, and for classroom instruction and lab space for the students, and for no other purpose unless expressly agreed to by the Licensor in writing.

The condition of the Area shall be established resulting from a walk-through inspection attended by both Licensor and Licensee prior to the date Licensee takes occupancy. The findings of this walk-through inspection shall be memorialized at the time of the walk-through via the SCLA Area License Checklist.

### EXHIBIT E

### ANNUAL REPORTING REQUIREMENTS

Victor Valley College is required to report the following information no later than August 31<sup>st</sup> of each year for the class that graduated that year:

- 1. Enrollment Sample of Reporting attached as Exhibit E-1
- 2. Job Placement
- 3. Success Rate
- 4. FAA Certification Numbers Sample of Report attached as Exhibits E-6 through E-13
- 5. Program Promotion/Marketing Sample of Report attached as Exhibits E-2 through E-5

### Program Promotion/Marketing

As part of the program promotion and marketing, VVC conducts two fieldtrips of one hundred (100) students each to the SCLA each year. The fieldtrips include tours of VVC's A&P program facilities along with ComAv, GE Aviation, General Atomics, & Exquadrum facilities. As part of the tour, VVC has been able to provide each student with a t-shirt that includes the names of the tour stops. The program is also often listed as a starting point during events such as the General Atomics roadshow and at the Pathways to Success event.

Exhibit E-1 Student Data 2017-2019

VVC	<b>Aviation Airframe</b>	/ Aviation	Powerplant

TERM 2017	ENROLLED 2017	GRADUATES	EMPLOYED	SUCCESS RATE
08/24/2015 - 04/07/2017	25	19	13	68%
02/08/2016 - 08/18/2017	25	20	14	70%
04/17/2017 - 10/19/2018	25	19	10	53%
08/21/2017 - 04/05/2019	25	19	12	63%
TOTAL:	100			
TERM 2018	ENROLLED 2018	GRADUATES	EMPLOYED	SUCCESS RATE
08/22/2016 - 04/06/2018	50	45	32	71%
08/21/2017 - 04/05/2019	25	19	12	63%
04/16/2018 - 10/18/2019	50	45	30	67%
10/22/2018 - CURRENT	19	CURRENT	11	N/A
TOTAL:	125			
TERM 2019	ENROLLED 2019	GRADUATES	EMPLOYED	SUCCESS RATE
04/16/2018 - 10/18/2019	50	47	30	64%
10/22/2018 - CURRENT	20		7	N/A
04/15/2019 - CURRENT	21		6	N/A
08/26/2019 - 12/13/2019	18	18	13	72%
10/21/2019 - CURRENT	50		22	N/A
TOTAL CURRENT STUDENTS:	110			

Exhibit E-2 Aviation Flyer 2

### **Composite Technician**

21.5 Unit Certificate



### Required Courses

### AVA-50 Aviation Technology Survey (4 units)

This course will focus on principles and practices of modern aircraft maintenance technology

### AVA-50B Aircraft Metallic Fabrication (4 units)

Beginning course in the study of blueprints, types of aircraft structures and applications as well as setting up and using sheet metal shop equipment.

### AVA 75 Introduction to Composites (4 units)

This introductory course instructs students how to understand the practical applications of composite materials.

### What is a Composite Technician?

As a Composite Technician, you work with new aircraft parts, using oven processes and vacuum techniques, and maintain and repair composite aircraft components made of fiberglass and other carbon materials. You are responsible for understanding technical plans and blueprints, and you work using precision tools.

### AVA 76 Advanced Composite Repair (3.5 Units)

Covers how to make repairs to composite structures and adhesive bonding.

### AVA 77 Manufacturing Process for Advanced Composites (6 units)

This course is an introduction to tooling, general design criteria, bonding methods, resintransfer molding, thermoforming, and compression molding.

For more information regarding the program please contact Chris Ohshita, Faculty and Department Chair, Aviation Technology · (760) 246-9794 ext. 2875 · christopher.ohshita@vvc.edu - http://www.vvc.edu/academic/aviation-tech/

### **Composite Technician**

21.5 Unit Certificate



## SKILLS TOPPORTUNING STEPHEN AND STEPHEN A

**Cost of Program** 

Tuition & Fees: \$1,005

**Books & Supplies:** 

TOTAL:

(as of 2019. Subject to change)

High Desert companies hiring Composite Technicians

Boeing
ComAv
General Atomics
Northrup Grumman

**Starting Salary** 

\$19-\$23 per hour

@\$36,500+ per year

### LOCATION:

SOUTHERN CALIFORNIA LOGISTICS AIRPORT (SCLA)
18368 Phantom West Drive · Building 717B · Victorville, CA 92394
(760) 246-9794

project was funded fully or in part by Carl D. Perkins CTE Act of 2006 grant no 18:00 1466 at a score Victor Valley College District complies with all federal and state rules and regulations and goes not discriminate set or gender, race, color, ancestry, sexual orientation, physical or mental disability, or any characteristic lated or defined in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Fenal Code or any office seational programs, including career and technical education programs, and/or extracurricular school activities united Extractional programs, including career and technical education programs, and/or extracurricular school activities united Extractional programs in the prohibition of the definition of the control of

rifar community Colleges Chancellor's Office. c group identification, national origin, religion, severament Code or any characteristic that is a discussed by the control of the control o

cer/Section 422.6 of the California Penal Code, or any other cer/Section 504/ADA Coordinator, Ms. Rocio Chavez,



### Exhibit E-3 Aviation Flyer 2

### HOW LONG WILL THIS PROGRAM TAKE TO COMPLETE AND HOW MUCH WILL IT COST ME?

Length of Program: Under two years

**Tuition**: Victor Valley College offers classes at just \$46.00 per unit (California Residents only). The complete Aviation Maintenance Technician Program can be completed for just under \$3,700. Financial Aid assistance is available.

Cost of Books and Supplies: \$50-\$70 per semester

\*Information provided is an approximate and subject to change. This information does not include cost for additional general education coursework to earn an Associate's Degree

### What credentials will I receive upon completing the Aircraft Maintenance Technician Program?

After successful completion of the Aircraft Maintenance Technician Program you will receive a certificate satisfying the requirements of CFR 14 FAR 65 & 147, granting you authorization to take the FAA Aircraft Maintenance Technician Exam. Upon successfully passing the exam you will then be issued an FAA A & P License.



### Where is the Victor Valley College School of Aviation Technology Located?

From Highway 395 North:
Right on Air Expressway Blvd
Left Phantom West
18368 Phantom West Dr.
Building #717B
Victorville. CA 92394

### When can I start the Program?

Classes begin twice a year. There is a mandatory orientation prior to admission.

For additional information visit or call:

http://www.vvc.edu/academic/ aviation-tech/ (760) 245-4271 Ext. 2876

### What are my career options?

- Airline Maintenance
- Corporate Aviation
- Commercial Aviation
- General Aviation
- Military/ Government Aviation
- Aerospace
   Manufacturing
- Spacecraft Repair Manufacture

### How can I make high school count?

- General Math
- Basic Physics
- Drafting
- Welding
- Enroll in AVA 50 Aviation Intro Course



This project was funded fully or in part by Call D. Perkins CTE. Act of 2006 grant no. 14-C01-066 awarded to Victor Valley College. District and administered by the California Community Colleges. Chancellor is Office. The Victor Valley Community College. District complies with all federal and state rules and regulations and does not discriminate lagalists any person on the basis of eithic group identification, national origin religion, age, sex origender race color ancestry sexual orientation physical or mental disability or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimies set forth in subdivision that is contained in the prohibition of hate crimies set forth in subdivision that is contained in the prohibition of hate crimies set forth in subdivision that is contained in the prohibition of hate criminal part or pating imigration and programs including career and technical education programs, and/or extractional activities. Limited English speaking skills will not be a barrier to admission or participation in any program. Harassment of any employee/student with regard to eithic group identification national origin religion against a great race do or ancestry sexual orientation physical or mental disability or any characteristic listed or defined in Section 11135 of the Government Code of any characteristic listed or defined in Section 11135 of the Government Code of any characteristic listed by raw is strictly prohibited Inquiries regarding compliance and or greating procedures may be directed to the districts. Tile IX Officer Section 594/ADA Coordinator. Raymond Quan 16422 Bear Valley Road. Victorville. CA 92395, 760; 247-4271.

What sort of credentials will I receive upon completion of the Aircraft Maintenance Technician Program?

After successful completion of the Aircraft Maintenance Technician Program you will receive a certificate satisfying the requirements of CFR 14 FAR 65 & 147, granting you authorization to take the FAA Aircraft Maintenance Technician Exam. After successfully passing the exam you will then be issued an FAA A&P license. An Associate Degree in aviation maintenance is also available (additional classes may be necessary).

What classes are required for the completion of the Aircraft Maintenance Technician Program?

The following is a list of required courses in sequential order:

Course Schedule
AVA 51 Intro Aircraft Science
AVA 52 Aircraft Basic Science
AVA 61 Airframe Structures
AVA 62 Airframe Hydraulics – Assembly & Rigging
AVA 63 Aircraft Systems & Components #2
AVA 71 Powerplant Recip. Theory & Maintenance
AVA 72 Powerplant Turbine Theory & Maintenance
AVA 73 Powerplant Systems & Components

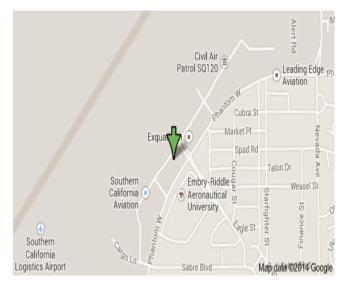
\*\*High Schools Students can prepare by enrolling into AVA 50 *Survey into Aviation Maintenance* (May concurrently enroll).

### Exhibit E-4 Aviation AP Brochure

Where is your facility located?

The Aircraft Maintenance Department is located at the SCLA Airport, the address is 18368 Phantom West Drive

Building
#717B V ictorville, CA 92394.



### What employment opportunities are available?

- Commercial Airline
- Aerospace Manufacturing
- Government Aerospace
- General Aviation
- FAA Repair Stations
- Corporate Aviation
- Cargo Logistics Aviation
- Law Enforcement Aviation

Victor Valley College SCLA School of Aviation Technology





18368 Phantom West Drive Building #717B Victorville, CA 92394 760-246-9794

FAA Approved 147 AMTS
Airframe & Powerplant Certificate
FAA Cert. 2S1T589K
http://www.vvc.edu/academic/aviation

An Aircraft Maintenance Technician (A&P) is an FAA licensed person authorized to maintain, service, and inspect aircraft, powerplants, aircraft systems, and aircraft related components.

How do I Become a Licensed Aircraft Technician?

In order to become a Federal Aviation Administration (FAA) licensed aircraft – powerplant technician you must successfully complete an FAA approved part 147 aircraft maintenance school program. Victor Valley College Airframe & Powerplant Aircraft Maintenance Program is an FAA approved program under the Federal Aviation Regulations Part 147.

How Long Does the Aircraft Maintenance Technician Program take to complete?

Victor Valley College Aircraft Maintenance Program consists of 8 classes, which can be completed in less than 2 years.

How much does the Aircraft Maintenance Technician Program Cost?

Victor Valley College offers classes at just \$46.00 per unit (Calif. Residents Only). The complete Aviation Maintenance Technician Program can be completed for just under \$3,700.00 Financial Aid assistance is available.

### General (AVA 51 - AVA 52)

Aircraft Weight & Balance
Aircraft Electronic Systems
Aircraft Drafting
Aircraft Tools & Applications
Basic Aerodynamics
Aircraft Materials & Processes
Aircraft Maintenance Forms & Records



### Airframe (AVA 61 – AVA 63)

Aircraft Sheet Metal Structures Aircraft Assembly Rigging Aircraft Welding Aircraft Hydraulic Systems Aircraft Instrument Systems Aircraft Electrical Systems Aircraft Painting / Finishing Aircraft Non Metallic Structures



### Powerplant (AVA 71 – AVA 73)

Reciprocating Engine Overhaul -Turbine Engine Overhaul Powerplant Operational Theory Powerplant Accessory Overhaul Powerplant Operation Test Procedures Powerplant Fuel Systems Powerplant Ignition Systems



When can I Start the Aircraft Maintenance Program?

Classes start twice a year. There is a mandatory orientation and placement test prior to admission.

### What Class Should I enroll in first?

- Students' are required to enroll into the AVA 51 General class first.
- High school students are encouraged to enroll into AVA 50 first.

FOR MORE INFO: 760-264-9794 WWW.VVC.EDU/AVIATION-TECH



### EXPLORING SCLA

1 AIRPORT 5 INCREDIBLE TOURS JNLIMITED POSSIBILITIES





GENERAL ATOMICS
AERONAUTICAL







Southern California Logistics Airport 18374 Phantom, W, Victorville, CA 92394 School registration through MDCP

Exhibit E - 6 /FAA Certification Testing Data

### **SCHOOL NORMS VS NATIONAL PASSING NORMS 1ST TEST ATTEMPT WITHIN 60 DAYS OF GRADUATION**

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80-0808 1 QTR 2018

§147.389 TWO YEAR ACCUMULATIVE Mational Norm 89 90 89 90 89 88 90 89 90 89 88 88 90 88 88 90 89 88 88 Apr 1, 2016 to Mar 31, 2018 Applicants 5889 7062 6193 7062 6193 5889 7062 6193 5889 6193 5889 7062 6193 5889 7062 6193 5889 7062 6193 **National** 100 100 100 100 100 75 86 89 93 87 88 83 92 87 87 92 90 91 School Norm Applicants 126 120 17 28 13 38 13 15 42 46 48 12 10 11 6 ιοομος Average Grade 75 77 88 92 75 75 72 80 77 75 83 73 81 86 79 Jan 1, 2018 to Mar 31, 2018 **CURRENT QUARTER** Passed 100% 100% 100% 100% 700% 100% 100% 100% 100% %/9 %29 %99 75% 88% 64% % of Applicants Passed 55 25 27 4 9 # of Applicants # of Applicants 41 73 39 AMG AMG AMG AMG AMG AMA AMP AMA AMP AMA AMP AMA AMP AMA AMA AMG AMP AMP AMP **TEST CODE** VICTOR VALLEY COLLEGE SCLA SCHOOL OF VICTOR VALLEY COLLEGE SCLA SCHOOL OF VICTOR VALLEY COLLEGE SCLA SCHOOL OF AVIATION INSTITUTE OF MAINTENANCE AVIATION INSTITUTE OF MAINTENANCE **AVIATION INSTITUTE OF MAINTENANCE** SAN BERNARDINO VALLEY COLLEGE SAN BERNARDINO VALLEY COLLEGE SAN JOAQUIN VALLEY COLLEGE INC SAN JOAQUIN VALLEY COLLEGE INC SAN JOAQUIN VALLEY COLLEGE INC SAN BERNARDINO VALLEY COLLEGE CHAFFEY COMMUNITY COLLEGE CHAFFEY COMMUNITY COLLEGE CHAFFEY COMMUNITY COLLEGE **BOUNTY ISLAND CORPORATION BOUNTY ISLAND CORPORATION BOUNTY ISLAND CORPORATION** REEDLEY COLLEGE **AVIATION TECH AVIATION TECH AVIATION TECH SCHOOL NAME** H08T197Q **9VMT610K 9VMT610K** H08T197Q H08T197Q **9VMT610K** CK9T063R CK9T063R CK9T063R 2S1T589K CU3T4361 YSJT030K YSJT030K YSJT030K 2S1T589K 2S1T589K **7BIT627K 7BIT627K 7BIT627K** # **СЕВТІГІСАТЕ СНООГ** WP19 LAS VEGAS WP19 LAS VEGAS WP19 LAS VEGAS WP21 RIVERSIDE WP17 FRESNO WP17 FRESNO WP17 FRESNO WP17 FRESNO **ESDO NAME** 

Exhibit E - 7 /FAA Certification Testing Data

SCHOOL NORMS VS NATIONAL PASSING NORMS 1ST TEST ATTEMPT WITHIN 60 DAYS OF GRADUATION

AMA - AMG - AMP

8080-08 2 QTR 2018

		6147.38a																						
TIVE	8	Mational Norm	87	87	90	87	87	96	87	87	90	87	87	90		87		87		90	87	87	96	87
TWO YEAR ACCUMULATIVE	Jun 30, 2018	lsnoitsM stnsoilqqA	7320	6458	6156	7320	6458	6156	7320	6458	6156	7320	6458	6156		7320		6458		6156	7320	6458	6156	7320
YEAR A	2016 to Jun 30,	жор Могт	100	100	94	95	100	9/	100	84	79	83	75	95		100		91		100	79	91	86	92
TWO	Jul 1,	School stnsoilqqA	7	2	16	13	15	25	12	38	135	228	137	20		2		33		15	19	11	51	52
84	2018	Average Grade	82	78	79	85	82	81		78	89	74	64	91		80		83		82	72	82	98	79
CURRENT QUARTER	to Jun 30, 20	stnsoilgqA to % besssq	100%	100%	%88	83%	100%	100%		%88	23%	72%	52%	100%		100%		100%		100%	20%	100%	91%	%88
URRENT	2018	stnesilqqA to # bəsseq	2	Н	7	2	6	cc		7	16	56	15	7		4		10		ĸ	2	2	10	7
O	Apr 1,	* of Applicants	2	П	∞	9	6	33		∞	30	36	29	7		4		10		n	4	7	11	∞
	•	TEST CODE	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA		AMG		AMP		AMA	AMG	AMP	AMA	AMG
		SCHOOL NAME	GAVILAN COLLEGE	GAVILAN COLLEGE	REEDLEY COLLEGE	REEDLEY COLLEGE	REEDLEY COLLEGE	SAN JOAQUIN VALLEY COLLEGE INC	SAN JOAQUIN VALLEY COLLEGE INC	SAN JOAQUIN VALLEY COLLEGE INC	K AVIATION INSTITUTE OF MAINTENANCE	K AVIATION INSTITUTE OF MAINTENANCE	K AVIATION INSTITUTE OF MAINTENANCE	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	BOUNTY ISLAND CORPORATION	BOUNTY ISLAND CORPORATION	BOUNTY ISLAND CORPORATION	CHAFFEY COMMUNITY COLLEGE	CHAFFEY COMMUNITY COLLEGE
		SCHOOL CERTIFICATE #	DJ9T088R	DJ9T088R	CU3T436L	CU3T436L	CU3T436L	YSJT030K	YSJT030K	YSJT030K	9VMT610K	9VMT610K	9VMT610K	2S1T589K		2S1T589K		2S1T589K		7BIT627K	7BIT627K	7BIT627K	CK9T063R	CK9T063R
		ESDO ID	WP15 SAN JOSE	WP15 SAN JOSE	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP19 LAS VEGAS	WP19 LAS VEGAS	WP19 LAS VEGAS	WP21 RIVERSIDE		WP21 RIVERSIDE		WP21 RIVERSIDE		WP21 RIVERSIDE				

Exhibit E - 8 /FAA Certification Testing Data

## SCHOOL NO **1ST TEST ATT**

ORMS VS NATEMPT WITHII	ORMS VS NATIONAL PASSING NORMS TEMPT WITHIN 60 DAYS OF GRADUATION	Ā	AA-	AMA - AMG - AMP	AMP				w <mark>e</mark>	8080-08 3 QTR 2018	08 118
										,	
			_	URRENT	CURRENT QUARTER	œ	OMT	YEAR AC	TWO YEAR ACCUMULATIVE	TIVE	
			Jul 1,	1, 2018 to 9	Sep 30, 2018	18	Oct 1,		2016 to Sep 30, 20	2018	Ī
SCHOOL CERTIFICATE #	SCHOOF NAME	TEST CODE	# of Applicants	stneoilqqA to # bəsseq	% of Applicants bassed	Ауега <u>ве</u> Бгаде	loohɔʔ stnsɔilqqA	School Norm	lanoitaN stnasilqqA	Mational Norm	§147.38a
CU3T436L	REEDLEY COLLEGE	AMA					16	94	6281	06	
CU3T436L	REEDLEY COLLEGE	AMG					13	95	7404	98	
CU3T436L	REEDLEY COLLEGE	AMP					15	100	9659	87	
YSJT030K	SAN JOAQUIN VALLEY COLLEGE INC	AMA	9	9	100%	84	28	6/	6281	90	
YSJT030K	SAN JOAQUIN VALLEY COLLEGE INC	AMG	6	6	100%	80	19	100	7404	98	
YSJT030K	SAN JOAQUIN VALLEY COLLEGE INC	AMP	4	4	100%	79	38	84	9659	87	
9VMT610K	AVIATION INSTITUTE OF MAINTENANCE	AMA	29	12	41%	99	157	71	6281	06	*
9VMT610K	AVIATION INSTITUTE OF MAINTENANCE	AMG	52	42	81%	92	268	82	7404	98	
9VMT610K	AVIATION INSTITUTE OF MAINTENANCE	AMP	29	14	48%	29	159	69	9629	87	*
2S1T589K	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AMA					17	100	6281	06	
2S1T589K	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AMG					2	100	7404	98	
2S1T589K	AVIATION TECH VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AMP	-	<b>~</b>	100%	93	31	06	6596	87	
	AVIATION TECH	:	,	(	) (		į			8	
/BI162/K	BOUN IY ISLAND CORPORATION	AMA	7	7	%00I	08	1/	100	1879	3	
7BIT627K	BOUNTY ISLAND CORPORATION	AMG	က	က	100%	92	22	82	7404	98	
7BIT627K	BOUNTY ISLAND CORPORATION	AMP					11	91	9629	87	
CK9T063R	CHAFFEY COMMUNITY COLLEGE	AMA					46	86	6281	06	
CK9T063R	CHAFFEY COMMUNITY COLLEGE	AMG	Н	Н	100%	83	48	95	7404	98	
CK9T063R	CHAFFEY COMMUNITY COLLEGE	AMP					46	86	9629	87	
H08T197Q	SAN BERNARDINO VALLEY COLLEGE	AMA					13	95	6281	06	

WP19 LAS VEGAS WP21 RIVERSIDE

WP19 LAS VEGAS WP19 LAS VEGAS

WP17 FRESNO

**ESDO NAME** 

ESDO ID

WP17 FRESNO

WP17 FRESNO

WP17 FRESNO

WP17 FRESNO WP17 FRESNO WP21 RIVERSIDE

WP21 RIVERSIDE WP21 RIVERSIDE WP21 RIVERSIDE WP21 RIVERSIDE WP21 RIVERSIDE WP21 RIVERSIDE WP21 RIVERSIDE

WP21 RIVERSIDE

Exhibit E - 9 /FAA Certification Testing Data school NORMS VS NATIONAL PASSING NORMS 1ST TEST ATTEMPT WITHIN 60 DAYS OF GRADUATION

8080-08 4 QTR 2018

		885.741§	ĺ					*		*														
\TIVE	2018	mational Norm	85	87	89	85	87	89	85	87	89		85		87		88	85	87	89	85	87	89	85
TWO YEAR ACCUMULATIVE	31,	lenoiteM stneoilqqA	7531	6721	6453	7531	6721	6453	7531	6721	6453		7531		6721		6453	7531	6721	6453	7531	6721	6453	7531
YEAR A	1, 2017 to Dec	усроој Могт	93	100	81	95	89	29	75	63	100		100		93		100	83	94	86	95	86	95	82
TWO	Jan 1	loodə2 stnsəilqqA	14	16	21	19	35	178	323	181	26		4		30		28	36	16	44	49	20	13	11
œ	2018	эрвтЭ <u>э</u> ввтэvА	82	84	95	75	77	71	71	64	85				87		87	9/	83	84	9/	85	94	89
CURRENT QUARTER	Dec 31,	stnsoilqqA to % besssq	100%	100%	100%	%29	100%	61%	21%	47%	100%				100%		100%	%98	100%	100%	100%	100%	100%	%0
URRENT	, 2018 to	stnsoilqqA to # besssq	П	⊣	$\vdash$	2	2	22	43	17	10				2		11	12	2	10	12	12	⊣	0
0	Oct 1,	stnsoilqqA to #	1	1	1	m	2	36	9/	36	10				2		11	14	2	10	12	12	1	1
	•	TEST CODE	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA		AMG		AMP		AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG
		SCHOOL NAME	REEDLEY COLLEGE	REEDLEY COLLEGE	SAN JOAQUIN VALLEY COLLEGE INC	SAN JOAQUIN VALLEY COLLEGE INC	SAN JOAQUIN VALLEY COLLEGE INC	C AVIATION INSTITUTE OF MAINTENANCE	C AVIATION INSTITUTE OF MAINTENANCE	AVIATION INSTITUTE OF MAINTENANCE	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	BOUNTY ISLAND CORPORATION	BOUNTY ISLAND CORPORATION	BOUNTY ISLAND CORPORATION	CHAFFEY COMMUNITY COLLEGE	CHAFFEY COMMUNITY COLLEGE	CHAFFEY COMMUNITY COLLEGE	2 SAN BERNARDINO VALLEY COLLEGE	SAN BERNARDINO VALLEY COLLEGE
		SCHOOL CERTIFICATE #	CU3T436L	CU3T436L	YSJT030K	YSJT030K	YSJT030K	9VMT610K	9VMT610K	9VMT610K	2S1T589K		2S1T589K		2S1T589K		7BIT627K	7BIT627K	7BIT627K	CK9T063R	CK9T063R	CK9T063R	H08T197Q	НО8Т197Q
		ESDO ID	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP19 LAS VEGAS	WP19 LAS VEGAS	WP19 LAS VEGAS	WP21 RIVERSIDE		WP21 RIVERSIDE		WP21 RIVERSIDE		WP21 RIVERSIDE	WP21 RIVERSIDE						

Exhibit E - 10 /FAA Certification Testing Data school NORMS VS NATIONAL PASSING NORMS 1ST TEST ATTEMPT WITHIN 60 DAYS OF GRADUATION

8080-08 1 QTR 2019

		88£.741§						×	*	*																	
ATIVE	, 2019	Mational Norm	84	98	89	84	98	89	84	98	89		84		86		88	84	98	89	84	98	89	84	98	89	84
TWO YEAR ACCUMULATIVE	2017 to Mar 31,	lanoitaM stnsoilqqA	7615	6839	6641	7615	6839	6641	7615	6839	6641		7615		6859		6641	7615	6839	6641	7615	6839	6641	7615	6839	6641	7615
YEAR A		усроој Могт	95	100	98	95	95	65	72	09	100		100		100		100	84	92	86	95	86	95	82	93	92	87
TWO	Apr 1,	loohɔ2 stnsɔilqqA	13	15	21	22	37	196	362	200	56		4		22		34	38	20	45	49	48	13	11	15	22	30
æ	019	Average Grade	95	78	88	82	80	74	72	70							83	83	81	85	77	83					69
CURRENT QUARTER	1, 2019 to Mar 31, 2019	stnsoilgqA to % besssq	100%	100%	100%	100%	100%	61%	29%	48%							100%	100%	100%	100%	100%	100%					33%
URRENT	, 2019 to	stnsoilqqA to # bəsssq	1	Н	2	က	7	14	33	13							9	2	4	9	4	2					Н
O	Jan 1	stnsoilqqA to #	П	П	7	8	7	23	26	27							9	7	4	9	4	7					m
	•	TEST CODE	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA		AMG		AMP		AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG
		SCHOOL NAME	REEDLEY COLLEGE	- REEDLEY COLLEGE		SAN JOAQUIN VALLEY COLLEGE INC	SAN JOAQUIN VALLEY COLLEGE INC	K AVIATION INSTITUTE OF MAINTENANCE	K AVIATION INSTITUTE OF MAINTENANCE	K AVIATION INSTITUTE OF MAINTENANCE	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	BOUNTY ISLAND CORPORATION	BOUNTY ISLAND CORPORATION	BOUNTY ISLAND CORPORATION	CHAFFEY COMMUNITY COLLEGE	CHAFFEY COMMUNITY COLLEGE	CHAFFEY COMMUNITY COLLEGE	Q SAN BERNARDINO VALLEY COLLEGE	Q SAN BERNARDINO VALLEY COLLEGE	Q SAN BERNARDINO VALLEY COLLEGE	R MT SAN ANTONIO COLLEGE	R MT SAN ANTONIO COLLEGE
		SCHOOL CERTIFICATE #	CU3T436L	CU3T436L	YSJT030K	YSJT030K	YSJT030K	<b>9VMT610K</b>	<b>9VMT610K</b>	9VMT610K	2S1T589K		2S1T589K		2S1T589K		7BIT627K	7BIT627K	7BIT627K	CK9T063R	CK9T063R	CK9T063R	HO8T197Q	H08T197Q	H08T197Q	CQ9T069R	CQ9T069R
		ESDO ID	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP19 LAS VEGAS	WP19 LAS VEGAS	WP19 LAS VEGAS	WP21 RIVERSIDE		WP21 RIVERSIDE		WP21 RIVERSIDE		WP21 RIVERSIDE	WP21 RIVERSIDE	WP21 RIVERSIDE	WP23 LOS ANGELES	WP23 LOS ANGELES						

Exhibit E - 11 /FAA Certification Testing Data school norms vs National Passing Norms 1ST TEST ATTEMPT WITHIN 60 DAYS OF GRADUATION

8080-08 2 QTR 2019

		\$147.38a	*	*	*																				
TIVE	19	Mational Norm	68	83	98	89		83	X	88	83	98	89	83	98	89	83	98	89	83	98	89	83	98	68
TWO YEAR ACCUMULATIVE	2017 to Jun 30, 2019	lanoitaM etneoilqqA	6843	7817	7055	6843		7817	7055	6843	7817	7055	6843	7817	7055	6843	7817	7055	6843	7817	7055	6843	7817	7055	6843
YEAR A		усроој Могт	63	71	61	100		100	ge	100	85	92	86	84	94	95	80	100	92	98	98	100	98	92	06
TWO	Jul 1,	loohɔʔ stnsɔilqqA	230	384	225	27		4	28	34	40	21	51	20	20	12	10	14	22	28	28	38	49	39	88
~	61	Average Grade	72	75	92	93			78	2/8	78	82	80	89	77	93	81	85	85	83	92	85	82	79	83
CURRENT QUARTER	Jun 30, 2019	fo % stnsoilqqA bəsssq	%89	72%	77%	100%			%E8	100%	100%	100%	100%	%09	%08	100%	100%	100%	100%	100%	75%	100%	100%	100%	95%
URREN <sup>-</sup>	Apr 1, 2019 to	stnsɔilqqA ło # bəsss٩	27	28	27	1			ம	4	4	2	15	9	∞	7	4	2	2	П	3	Н	7	⊣	12
S	Apr 1	stnsɔilqqA fo #	43	39	35	1			y	4	4	7	15	10	10	7	4	2	2	П	4	Н	7	П	13
	•	TEST CODE	AMA	AMG	AMP	AMA		AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA
			ENANCE	ENANCE	ENANCE	OL OF		L OF	<u> </u>	5															
		гсноог ирме	AVIATION INSTITUTE OF MAINT	AVIATION INSTITUTE OF MAINT	AVIATION INSTITUTE OF MAINT	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH  VICTOR VALLEY COLLEGE SCI A SCHOOL OF	AVIATION TECH BOUNTY ISLAND CORPORATION	BOUNTY ISLAND CORPORATION	BOUNTY ISLAND CORPORATION	CHAFFEY COMMUNITY COLLEGE	CHAFFEY COMMUNITY COLLEGE	CHAFFEY COMMUNITY COLLEGE	SAN BERNARDINO VALLEY COLLEGE	SAN BERNARDINO VALLEY COLLEGE	SAN BERNARDINO VALLEY COLLEGE	MT SAN ANTONIO COLLEGE	MT SAN ANTONIO COLLEGE	MT SAN ANTONIO COLLEGE	WEST LOS ANGELES COLLEGE	WEST LOS ANGELES COLLEGE	WEST LOS ANGELES COLLEGE	SPARTAN COLLEGE OF AERONAUTICS & TECHNOLOGY
		SCHOOL CERTIFICATE # SCHOOL NAME		9VMT610K AVIATION INSTITUTE OF MAINTEN	9VMT610K AVIATION INSTITUTE OF MAINTENA	2S1T589K VICTOR VALLEY COLLEGE SCLA SCHO	AVIATION TECH	2S1T589K VICTOR VALLEY COLLEGE SCLA SCHOO	AVIATION TECH 2511589K VICTOR VALLEY COLLEGE SCHASCHOO		7BIT627K BOUNTY ISLAND CORPORATION	7BIT627K BOUNTY ISLAND CORPORATION	CK9T063R CHAFFEY COMMUNITY COLLEGE	CK9T063R CHAFFEY COMMUNITY COLLEGE	CK9T063R CHAFFEY COMMUNITY COLLEGE	HO8T197Q SAN BERNARDINO VALLEY COLLEGE	HO8T197Q SAN BERNARDINO VALLEY COLLEGE	HO8T197Q SAN BERNARDINO VALLEY COLLEGE	CQ9T069R MT SAN ANTONIO COLLEGE	CQ9T069R MT SAN ANTONIO COLLEGE	CQ9T069R MT SAN ANTONIO COLLEGE	GH3T527L WEST LOS ANGELES COLLEGE	GH3T527L WEST LOS ANGELES COLLEGE	GH3T527L WEST LOS ANGELES COLLEGE	NROT084K SPARTAN COLLEGE OF AERONAUTICS & TECHNOLOGY

Exhibit E - 12 /FAA Certification Testing Data school norms vs NATIONAL PASSING NORMS

**1ST TEST ATTEMPT WITHIN 60 DAYS OF GRADUATION** 

8080-08 3 QTR 2019

		68£.741§							*	*	*																
TIVE	2019	Mational Norm	88	82	98	88	82	98	88	82	98	88		82		98		88	82	98	88	82	98	88	82	98	88
TWO YEAR ACCUMULATIVE	2017 to Sep 30, 20	lanoitaM etneoilqqA	7017	8067	7225	7017	8067	7225	7017	8067	7225	7017		8067		7225		7017	8067	7225	7017	8067	7225	7017	8067	7225	7017
YEAR A		усроој Могт	98	91	93	100	94	93	64	71	62	100		100		95		100	85	92	86	84	94	92	75	92	100
TWO	Oct 1,	School stnsoilqqA	14	11	14	28	32	42	253	428	244	21		4		20		40	40	20	53	49	47	12	12	19	18
R	19	Average Grade				85	79	83	78	70	75							98	75	80	81				65	78	82
CURRENT QUARTER	Sep 30, 2019	stnsoilqqA to % bəsssq				100%	%98	100%	78%	%69	72%							100%	%29	100%	100%				20%	%08	100%
URRENT	2019 to Sep 30,	stnsoilqqA to # bəzzsq				2	9	4	25	40	23							7	2	က	2				Т	4	2
J	Jul 1,	stneoilqqA to #				2	7	4	32	28	32							7	33	n	7				7	2	2
	•	TEST CODE	AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA		AMG		AMP		AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA
		SCHOOL NAME	REEDLEY COLLEGE	REEDLEY COLLEGE	REEDLEY COLLEGE	SAN JOAQUIN VALLEY COLLEGE INC	SAN JOAQUIN VALLEY COLLEGE INC	SAN JOAQUIN VALLEY COLLEGE INC	K AVIATION INSTITUTE OF MAINTENANCE	K AVIATION INSTITUTE OF MAINTENANCE	K AVIATION INSTITUTE OF MAINTENANCE	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	BOUNTY ISLAND CORPORATION	BOUNTY ISLAND CORPORATION	BOUNTY ISLAND CORPORATION	CHAFFEY COMMUNITY COLLEGE	CHAFFEY COMMUNITY COLLEGE	CHAFFEY COMMUNITY COLLEGE	2 SAN BERNARDINO VALLEY COLLEGE	2 SAN BERNARDINO VALLEY COLLEGE	2 SAN BERNARDINO VALLEY COLLEGE	R MT SAN ANTONIO COLLEGE
		SCHOOL CERTIFICATE #	CU3T436L	CU3T436L	CU3T436L	YSJT030K	YSJT030K	YSJT030K	<b>9VMT610K</b>	9VMT610K	<b>9VMT610K</b>	2S1T589K		2S1T589K		2S1T589K		7BIT627K	7BIT627K	7BIT627K	CK9T063R	CK9T063R	CK9T063R	H08T197Q	H08T197Q	H08T197Q	CQ9T069R
		ESDO ID	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP17 FRESNO	WP19 LAS VEGAS	WP19 LAS VEGAS	WP19 LAS VEGAS	WP21 RIVERSIDE		WP21 RIVERSIDE		WP21 RIVERSIDE		WP21 RIVERSIDE	WP21 RIVERSIDE	WP21 RIVERSIDE	WP23 LOS ANGELES						

# Exhibit E - 13 /FAA Certification Testing Data

## SCHOOL NORMS VS NATIONAL PASSING NORMS 1ST TEST ATTEMPT WITHIN 60 DAYS OF GRADUATION

AMA - AMG - AMP

8080-08 4 QTR 2019

ш	58£.741§	2	80	1	2	80	1	ιΩ	œ	1	<sub>C</sub>	80	1	<b>5</b>	Ͻ	1	2	*	*	*	<u> </u>			
LATIV	myoM lanoitaM		88	81	85	88	81	85	88	81	85	88	81	85	88	81	85	88	81	85	88		81	
TWO YEAR ACCUMULATIVE	S lenoiteM S stneoiledA	7413	7175	8388	7413	7175	8388	7413	7175	8388	7413	7175	8388	7413	7175	8388	7413	7175	8388	7413	7175		8388	
YEAR /	School Norm	6	100	100	94	100	100	97	89	95	80	90	94	95	26	95	94	63	69	61	100		100	
TWO Y	loodo2 stnsoilqqA	37	15	15	18	26	28	31	19	19	10	20	17	21	38	36	47	270	430	258	23		4	
R 119	Average Grade	80	06	87	85				89	68	98	80	83	80	83	78	77	75	72	9/	98			
CURRENT QUARTER	fo % stnepilqqA bəsseq	100%	100%	100%	100%				100%	100%	100%	100%	100%	100%	%06	83%	%68	78%	73%	77%	100%			
CURRENT	stnsoilqqA to #	10	Т	1	2				က	3	Н	9	9	7	6	2	<b>∞</b>	28	59	24	2			
C Oct 1	stneoilqqA to #	10	Н	П	7				က	33	Н	9	9	7	10	9	6	36	40	31	2			
	TEST CODE	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA	AMG	AMP	AMA		AMG	
	SCHOOF NAME	PIMA COUNTY COMMUNITY COLLEGE	SAN DIEGO COMMUNITY COLLEGE DISTRIC	SAN DIEGO COMMUNITY COLLEGE DISTRIC	SAN DIEGO COMMUNITY COLLEGE DISTRIC	HONOLULU COMMUNITY COLLEGE - DEPT OF	AERONAUTICS HONOLULU COMMUNITY COLLEGE - DEPT OF	AERONAUTICS HONOLULU COMMUNITY COLLEGE - DEPT OF	AERONAUTICS GAVILAN COLLEGE	GAVILAN COLLEGE	GAVILAN COLLEGE	REEDLEY COLLEGE	REEDLEY COLLEGE	REEDLEY COLLEGE	SAN JOAQUIN VALLEY COLLEGE INC	SAN JOAQUIN VALLEY COLLEGE INC	SAN JOAQUIN VALLEY COLLEGE INC	AVIATION INSTITUTE OF MAINTENANCE	AVIATION INSTITUTE OF MAINTENANCE	AVIATION INSTITUTE OF MAINTENANCE	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH	VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH
	SCHOOL NEME # SCHOOL NAME	IZPT564X PIMA COUNTY COMMUNITY COLLEGE	CM9T065R SAN DIEGO COMMUNITY COLLEGE DISTRIC	CM9T065R SAN DIEGO COMMUNITY COLLEGE DISTRIC	CM9T065R SAN DIEGO COMMUNITY COLLEGE DISTRIC	DI9T087R HONOLULU COMMUNITY COLLEGE - DEPT OF	AERONAUTICS DI9T087R HONOLULU COMMUNITY COLLEGE - DEPT OF		AERONAUTICS DJ9T088R GAVILAN COLLEGE	DJ9T088R GAVILAN COLLEGE	DJ9T088R GAVILAN COLLEGE	CU3T436L REEDLEY COLLEGE	CU3T436L REEDLEY COLLEGE	CU3T436L REEDLEY COLLEGE		YSJT030K SAN JOAQUIN VALLEY COLLEGE INC	YSJT030K SAN JOAQUIN VALLEY COLLEGE INC	9VMT610K AVIATION INSTITUTE OF MAINTENANCE	9VMT610K AVIATION INSTITUTE OF MAINTENANCE	9VMT610K AVIATION INSTITUTE OF MAINTENANCE	2S1T589K VICTOR VALLEY COLLEGE SCLA SCHOOL OF		2S1T589K VICTOR VALLEY COLLEGE SCLA SCHOOL OF	AVIATION TECH