

RIVERSIDE MUNICIPAL AIRPORT LEASE

PARKING LOT AREA

On this ____ day of _____, 20____, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), PPH LOGISTICS, INC., a California corporation, hereinafter referred to as "Lessee", mutually agree as follows:

- 1) **PROPERTY LEASED.** City hereby leases to Lessee the area of real property located at 6711 Doolittle Street, Riverside, California 92504, identified as Zone B1 and Zone C only, ("Premises") as more specifically designated in Exhibit "A," attached hereto and incorporated herein.
- 2) **PURPOSE.** Lessee shall use the Premises for a parking lot ("Parking Lot"). Lessee may use the Premises only for the use herein above authorized and for no other purpose.
- 3) **TERM/OPTION TO REVIEW.** This Lease Agreement shall be for a period of five (5) years commencing on the date of execution of this Agreement by both Parties ("Initial Term"). City hereby grants to Lessee an option to extend this Lease for two (2) additional five (5) year terms following the expiration of the Initial Term as provided herein this paragraph. This Lease may be terminated by either party at any time upon the giving of a thirty (30) day prior written notice to the other party.
- 4) **RENT.** For the Initial Term of five (5) years as provided in paragraph 3, the amount of rent payable to City shall be at a rate of Zero Dollars (\$0.00) in consideration of Lessee's Obligations described in paragraph 6 hereof. Rent for any optional extended term, as provided in paragraph 3, shall be negotiated prior to the extension of this Lease based on the current rental value of the Premises.

Commencing with the rental payment due at the commencement of the Term of this Lease, Lessee(s) shall pay City a rental of Zero Dollars (\$0.00), per month as adjusted each year commencing with the rental payment due on August 1, 2019, to reflect the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario Standard Metropolitan Statistical Area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor for most recent 12-month published index, based upon the corresponding increase, if any, in the Index as it stands on May of that year over the Index as it stood on May of the prior year.

The monthly rental shall be payable in advance on or before the first (1st) day of each month, and shall be paid by check made payable to the "City of Riverside" and sent to the Revenue Division, City of Riverside, 3900 Main Street, Riverside, California 92522.

A late fee equal to 10% of the monthly rental shall be added to any monthly payment not received by the City by the tenth (10th) day of the month in which it is due. Any rental payment received after the tenth (10th) day of the month will be first credited to payment of the late fee.

Said late fee shall be added for each month thereafter until said rental payment and late fee or fees are paid in full. Said late fee or fees shall be considered as part of the rent due City hereunder.

5) **SECURITY DEPOSIT.** [Intentionally omitted.]

6) **REQUIRED IMPROVEMENTS AND LESSEE'S OBLIGATIONS.** Lessee shall be solely responsible for the costs to demolish and remove the structures (house and associated garage) on the Premises and all other necessary improvements required for the use of the Premises as a parking lot ("Lessee's Obligations"), this includes removal of the structures and portions thereof situated on the area designated as Zone A on Exhibit "A" attached hereto. Lessee shall be responsible for any permits required to install Lessee's Obligations and shall comply with all applicable laws, ordinances, and regulations for the installation and maintenance of Lessee's Obligations. Lessee's use of the Premises and installation and maintenance of Lessee's Obligations shall comply with development limitations consistent with Riverside County Airport Land Use Commission as related to development within the Airport Inflow Area. Lessor, upon the request of Lessee, agrees to allow the relocation of material from another location on the Airport property that may be used as a paving substitute, provided that the materials comply with all applicable laws, ordinances, and regulations for such use and Lessee shall be solely responsible to ensure such compliance.

7) **IMPROVEMENTS BY LESSEE.** In addition to Lessee's Obligations in paragraph 6, Lessee may make improvements to the Premises as may be appropriate subject to the prior written approval of the Airport Manager of City. Lessee shall submit plans and specifications for such improvements to said Airport Manager and obtain approval therefor prior to commencement of construction. Lessee shall construct such improvements in accordance with the approved plans and specifications. Approval by the Airport Manager shall not relieve Lessee from the obligation of obtaining any other necessary permits or approval from other City departments or governmental agencies having jurisdiction.

The term "improvement" as used herein shall include but not be limited to painting, signs and landscaping.

8) **OWNERSHIP OF IMPROVEMENTS.** Any improvements installed upon the Premises by Lessee as herein above provided shall become the absolute property of City and title shall automatically vest in City without payment therefor by City upon the expiration of this Lease or upon the earlier termination of this Lease as hereinafter provided.

Notwithstanding anything to the contrary herein above, City reserves the right to require Lessee to remove any or all of the said improvements and restore the leased Premises to its condition at the commencement of this Lease, except that the City will not require the replacement of the structures removed in accordance with paragraph 6 hereof.

9) **DAMAGE OR DESTRUCTION.** Lessee shall be responsible for any damages or destruction to the Premises resulting from acts or omissions of Lessee or the employees, agents, invitees or guests of Lessee, and shall repair or compensate City for such damages or destruction

and shall return the Premises to City, upon termination of this Lease, in its original condition except for reasonable wear and tear.

10) SIGNS. Lessee shall not erect or display, or permit to be erected or displayed on the Premises any sign or advertising matter without first obtaining the written approval of the Airport Manager of City. Any signs which Lessee desires to install shall be submitted first to the Airport Manager for approval as to number, design, size, color and location. The Airport Manager shall not approve any sign which is not in harmony with the City's General Plan, Municipal Code or the appearance of the Riverside Municipal Airport. Consent by the Airport Manager shall not relieve Lessee from the responsibility of adhering to and conforming with any applicable City, State or Federal law, ordinance or regulation thereon.

11) MAINTENANCE AND CITY'S RIGHT TO INSPECT. Lessee agrees at Lessee's own expense to maintain and keep the entire Premises and all improvements located thereon or therein, in a good condition and repair, and to keep the Premises, in an attractive, neat, clean and orderly condition. This includes, but is not limited to, any refuse or waste materials which might be or constitute a fire hazard or a public or private nuisance; and the disposal in a safe and proper manner, and in accordance with any applicable law, ordinance, statute, rule or regulation, of any industrial or hazardous waste including engine oil, paint and other waste placed upon the Premises following the commencement of this Lease. If the Premises is landscaped, Lessee shall at Lessee's expense, maintain the landscaping in a presentable fashion consistent with existing Airport landscaping. Lessee shall comply with all applicable laws, ordinances, and regulations relative to fencing, landscaping, and maintenance of the Premises.

City, through its duly authorized representatives, may enter upon the Premises during regular business hours for the purpose of inspecting any or all of said Premises and the improvements and facilities thereon. The Airport Manager of City or other duly authorized representative may from time to time after said inspection of the Premises and after observation of the operation of the business thereon, require all such repairs or changes as shall be reasonable and consistent with maintaining the leased Premises and any improvements thereon in a manner consistent with businesslike operations. Lessee agrees to make all necessary repairs or changes within the period which may be reasonably required by the City's Airport Manager.

In the event the Airport Manager determines that repairs or improvements to the Premises are necessary due to tenant's activity and in order to maintain the Premises for the uses contemplated herein, such requests shall be in writing and delivered or mailed to Lessee. Lessee shall promptly commence making such repairs or improvements within ten (10) days after service of such notice and diligently pursue such repair to completion. If within ten days after service of notice Lessee fails to commence repairs, or if after what the Airport Manager deems a reasonable time the Lessee fails to complete said repairs or maintenance, City may cause such repair or maintenance to be made and add the cost thereof to the rent thereafter accruing. If City causes such repair or maintenance to be completed by other than Lessee, and if said costs are not promptly paid by Lessee to City, this Lease shall be deemed to be in default, and City shall be entitled to all legal remedies provided hereunder.

12) MECHANICS' LIENS AND PAYMENT BONDS. Lessee agrees to keep the Premises free from any and all claims of persons or firms or corporations, who at the request of Lessee or Lessee's contractor, furnish labor or materials to or for the benefit of the leased Premises. Lessee further agrees to indemnify and hold City harmless from any and all such claims.

City at any time may post and keep posted on the Premises appropriate notices to protect City against the claims of any persons, firms or corporations for work done, labor performed or materials furnished to the Premises. Before commencing any work relating to alterations or improvements affecting the Premises, Lessee shall notify City in writing of the expected date of the commencement of such work so that City can post and record the appropriate notices of non-responsibility to protect City from any mechanics' liens, materialmen's liens, or any other liens.

Prior to the commencement of any construction on the Premises when it is estimated that the cost of construction of such improvement shall be Twenty-Five Thousand Dollars (\$25,000) or more, Lessee shall post a payment bond with City in an amount equal to the proposed cost of construction. All such bonds must be issued by a company qualified to do business in the State of California and acceptable to the City Attorney. Such bonds shall be in a form acceptable to the City Attorney.

13) UTILITIES AND SERVICES. Lessee shall be responsible for the installation of any necessary utilities for the Premises, including the installation of separate meters therefor, if such utilities have not been previously installed. Lessee shall pay for sewer, gas, water, electricity and other utilities supplied to and used on the Premises during the term of this Lease, and shall hold City harmless therefrom.

Further, Lessee agrees upon request of City, to provide at Lessee's own expense a commercial type dumpster for the trash generated on the leased Premises, which dumpster shall be placed at a location designated by the City's Airport Manager. The dumpster must be emptied on a regular basis, no less frequently than required by ordinance of the City of Riverside. The top of the dumpster must remain closed at all times when trash is not being placed into, or being removed from, the dumpster, so that the trash is not exposed to view. Lessee also agrees at Lessee's own expense to remove any waste oils, fuels, paint and other hazardous materials and chemicals placed on the Premises following the commencement of the term of this Lease. All such hazardous materials and waste shall be removed in accordance to, and in compliance with, any applicable City, County, State and Federal laws and regulations.

14) HAZARDOUS MATERIALS. As used in this paragraph, the term "hazardous material" shall mean any hazardous or toxic substance, material or waste that is or becomes regulated by the United States, the State of California or any local government authority having jurisdiction over the Premises. Hazardous material includes:

- a. Any "hazardous substance," as that term is defined in the Comprehensive Environment Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code Sections 9601-9675);

- b. "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code Sections 6901-6992k);
- c. Any pollutant, contaminate, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous or toxic waste, substance, or material, now or hereafter in effect);
- d. Petroleum products;
- e. Radioactive material, including any source, special nuclear, or by-product material as defined in 42 United States Code Sections 2011-2297g-4;
- f. Asbestos in any form or condition; and,
- g. Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

Lessee shall at all times observe and satisfy the requirements of, and maintain the Premises including the use and disposal of all hazardous material in compliance with all federal, state and local environmental protection, occupational, health and safety and similar laws, ordinances, restrictions, licenses and regulations, including but not limited to, the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300(f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clean Air Act (42 U.S.C. Section 7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), California Health and Safety Code (Section 25100 et seq., Section 25300 et seq., Section 39000 et seq.), California Water Code (Section 13000 et seq.) and the Environmental Responsibility Acceptance Act (California Civil Code Section 850 et seq.).

If, during the term of this Lease, Lessee becomes aware of (a) any actual or threatened release of any hazardous material on, under, or about the Premises or (b) any inquiry, investigation, proceeding, or claim by any governmental agency or other person regarding the presence of hazardous material on, under or about the Premises, Lessee shall give City written notice of the release or investigation within five (5) days after learning of it and shall simultaneously furnish to City copies of any claims, notices of violation, reports, or other writings received by Lessee that concern the release or investigation.

Lessee hereby indemnifies City and agrees to defend with counsel selected by City and hold City harmless for any loss incurred by or liability imposed on City by reason of Lessee's failure to perform or observe any of its obligations or agreements under this agreement, including but not limited to any damage, liability, fine, penalty, punitive damage, cost or expense (including without limitation all clean up and removal costs and expenses) arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits, or other

economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment.

If the presence of any hazardous material brought onto the Premises by Lessee or Lessee's employees, agents, contractors or invitees results in contamination of the Premises, Lessee shall promptly take all necessary and appropriate actions, at Lessee's sole expense, to return the Premises to the condition that existed before the introduction of such hazardous material and City shall in no event be liable or responsible for any costs or expenses incurred in doing so. Lessee shall first obtain City's approval of the proposed remedial action. This provision does not limit the indemnification obligations set forth above.

15) PERMITS/LICENSES. Lessee shall be responsible for obtaining all AQMD, health and safety, Federal, State, County and City licenses and permits before occupying the Premises.

16) COMMUNICATIONS. Except for the payment of rent as herein above provided, all notices, requests, consents, approvals or other communications between the parties in connection with this Lease shall be in writing and personally delivered or mailed to the recipient party by certified mail at its last known address as follows:

City	Lessee
Airport Manager Riverside Municipal Airport 6951 Flight Road Riverside, CA 92504	PPH Logistics, Inc. Attention: Arturo Navarette 6726 Doolittle Avenue Riverside, CA 92503

The parties may, from time to time, change their respective addresses for the purpose of this paragraph by sending notice of such change to the other as provided herein.

Any notice given pursuant to this paragraph shall be deemed served when personally served or when placed in the U. S. mails with postage prepaid and addressed to the recipient at the recipient's latest known address.

17) POSSESSORY INTEREST AND PAYMENT OF TAXES. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest.

Lessee agrees to pay or reimburse the City for any and all taxes and assessments charged or assessed on the land and improvements described in this Lease and on Lessee's possessory interest therein together with all penalties and fees, if applicable, during the term of this Lease including any holding over period prior to any installment thereof becoming delinquent. Any such tax payment shall not reduce any payment due the City hereunder.

If Lessee shall, in good faith, desire to contest the validity, the imposition, or the amount of any tax or assessment or any other governmental charge herein agreed to be paid by Lessee,

Lessee shall be permitted to do so; provided, however, the Lessee shall not permit or allow any lien to be placed or assessed upon the real property or any improvements thereon.

18) INDEMNIFICATION. Except for City's sole negligence or willful misconduct, Lessee shall fully defend, indemnify and hold the City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance of Lessee's responsibilities under this Lease by Lessee in the operation of Lessee's business, or any of Lessee's employees, agents, contractors, subcontractors or consultants and from all claims by Lessee's employees, agents, contractors, subcontractors or consultants for compensation for services rendered to Lessee in connection with this Lease, notwithstanding that City may have indirectly benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Lessee or any of Lessee's employees, agents, contractors, subcontractors or consultants.

The parties expressly agree that any payment, attorney's fees, cost or expense the City incurs or makes to or on behalf of an injured employee under its self-administered workers' compensation program is included as a loss, expense or cost for the purposes of this section, and that this section shall survive the expiration or early termination of this Lease.

19) INSURANCE. Lessee shall obtain and keep in full force and effect during the entire term of this Lease, commercial general liability and property damage insurance (including but not limited to premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in an amount not less than \$2,000,000; automobile liability coverage covering both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. Lessee agrees to deposit with City prior to execution of this Lease by City, certificates of insurance evidencing the required insurance with coverage at least equal to the above types and amounts as a minimum, and further agrees to file certificates with City during the entire term of this Lease showing that continued coverage is being maintained.

To be acceptable, the insurance coverage must meet the following requirements:

(a) Such policy must provide that the policy shall not be canceled or materially changed unless thirty (30) days' prior written notice thereof by certified or registered mail has been given to City.

(b) Such policy must provide that City shall be named as additional insured as respects all operations of the insured, which insurance shall be primary insurance and not contributing with any other insurance available to the City under any other third party liability policy or any self-insurance retention.

(c) Such policy shall contain either a provision for a broad form of contractual liability including leases, or an endorsement providing for such coverage. City shall have the right at any time during the term of this Lease to review the type, form, and coverage limits of

the insurance enumerated herein. If, in the opinion of City reasonably obtained, the insurance provisions in this Lease are not sufficient to provide adequate protection for City and the members of the public using Riverside Municipal Airport, City may require Lessee to maintain insurance sufficient to provide such adequate protection.

(d) Each policy must be placed with a company authorized to do business in the State of California, having a policy holder rating of A or higher and a Financial Class of at least VII or higher.

City shall notify Lessee in writing of any change in the insurance provisions necessary to provide adequate protection. If Lessee does not deposit acceptable copies of valid insurance policies acceptable in form and content to City, incorporating such changes, within sixty (60) days of receipt of such notice, this Lease shall be in default without further notice to Lessee and City shall be entitled to all legal remedies provided herein.

The procuring of such policy of insurance shall not be construed to be a limitation upon Lessee's liability nor as a full performance of its part of the indemnification provisions of this Lease. Lessee's obligation being, notwithstanding said policy or policies of insurance, the full and total amount of any damage, injury or loss caused by the negligence or neglect connected with the operation under this Lease.

Lessee shall provide a valid certificate of insurance and additional insured endorsement prior to occupying the leased property under this Lease. No certificate of insurance and additional insured endorsement shall be acceptable unless first approved by the City's Risk Manager.

20) WORKERS' COMPENSATION. [Intentionally omitted.]

21) RELEASE. City shall not be responsible for theft, loss, injury, damage or destruction of any aircraft or other property on the Premises, or accident or injury to Lessee, its officers, employees, agents or invitees. Lessee hereby releases and discharges City from any and all claims and demands of Lessee for loss or of damage to Lessee's property or injury to Lessee or Lessee's officers, employees, agents and invitees.

22) ASSIGNMENT AND SUBLETTING.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber any part of Lessee's interest in this Lease or in the Premises without City's prior written consent, which consent shall not be unreasonably withheld, provided that City shall not be liable in damages if such consent is adjudicated to have been unreasonably withheld. It shall not be unreasonable for City to condition such consent upon City's determination that (1) Lessee is not in default in the performance of any of Lessee's obligations under this Lease whether monetary or non-monetary; (2) the proposed assignee or sublessee is financially responsible; and (3) the proposed assignee or sublessee has the ability to conduct a business on the Premises of a quality substantially equal to that conducted by Lessee. Should Lessee attempt to make or allow to be made any such transfer, assignment or subletting, except as aforesaid, or should any of Lessee's

rights under this Lease be sold or otherwise transferred by or under court order or legal process or otherwise, then, and in any of the foregoing events, City may, at its option, treat such act as a default by Lessee under the provisions of this Lease. Should City consent to any such transfer, assignment or subletting, such consent shall not constitute a waiver of any of the restrictions of this paragraph and the same shall apply to each successive transfer, assignment or subletting hereunder, if any.

(b) If Lessee shall submit a request to City for City's consent to an assignment, sublease or other transfer by Lessee of all or a portion of Lessee's interest under this Lease or to the Premises, Lessee shall pay, or cause to be paid, to City at the time of such request, a processing fee of One Hundred Dollars (\$100) to cover administrative, accounting and other related expenses.

(c) If Lessee desires at any time to assign this Lease or sublet the Premises or any portion thereof, Lessee shall first notify City of Lessee's desires to do so and shall submit in writing to City (1) the name of the proposed sublessee or assignee; (2) the nature of the proposed sublessee's or assignee's business to be carried on in the subject Premises; (3) the terms and provisions of the proposed sublease or assignment; and (4) such financial information as City may reasonably request concerning the proposed sublessee or assignee. Lessee's failure to comply with the provisions of this subparagraph shall be a breach of this Lease.

(d) City shall respond to Lessee's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease.

(e) If City consents to Lessee assigning, subleasing or transferring (hereinafter collectively "transfer") Lessee's interest under this Lease, Lessee shall pay to City (in addition to rent and all other amounts payable by Lessee under this Lease) 90% of the consideration payable by such transferee to Lessee for such transfer. Said amount shall be paid to City immediately upon receipt by Lessee of such consideration from the transferee. Any transfer entered into by Lessee in connection with the Premises shall contain a representation by Lessee and the transferee which states the amount of any consideration payable by such transferee. If such representation understates the amount of such consideration or is false or misleading in any other material respect, City shall have the right to treat any such misrepresentation as a non-curable default and terminate this Lease as to Lessee and the proposed transferee.

(f) City may collect rent from the assignee, sublessee, occupant, or other transferee, and apply the amount so collected, first to the rent herein imposed, then to any additional rent due and payable, and refund the balance (if any) to Lessee, but no such assignment, subletting, occupancy, transfer or collection shall be deemed a waiver of City's rights under this paragraph or the acceptance of the proposed assignee, sublessee, occupant or transferee, or a release of Lessee from the further performance of the covenants obligating Lessee under this Lease.

(g) Lessee may enter into a valid assignment or sublease with respect to the Premises, provided that City consents thereto pursuant to this paragraph, and provided further that (1) such assignment or sublease is executed within ninety (90) days after City has given its consent to same; (2) Lessee pays (or causes to be paid) all amounts owed to City under subparagraph (b) above, (3) Lessee is not in default under this Lease as of the effective date of the assignment or sublease, (4) there have been no material changes (since the date on which City's consent was given) with respect to the financial condition of the proposed sublessee or assignee or the business which said party plans to conduct on the Premises, and (5) a fully executed original of such assignment or sublease (either of which shall state that the assignee or sublessee agrees to be bound by all of the terms, covenants, and conditions of this Lease) is delivered promptly to the City Clerk of City.

(h) Lessee agrees to fully defend and indemnify City with respect to all costs (including attorneys' fees expended by City in connection with any such claim) and liability for compensation claimed by any broker or agent employed by Lessee in connection with any assignment, subletting or other transfer of Lessee's interest under this Lease.

(i) The voluntary or other surrender of this Lease by Lessee or a mutual termination hereof shall not work a merger, and shall, at City's option, either terminate all or any existing subleases or sub-tenancies, or shall operate as an assignment to City of Lessee's interest under such sublease or sub-tenancy.

(j) Regardless of City's consent, no subletting or assignment for financing purposes shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rent by City from any other person shall not be deemed to be a waiver by City of any provisions hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

23) INSOLVENCY OR BANKRUPTCY. Lessee agrees that if all or substantially all of Lessee's assets are placed in the hands of a receiver or trustee, and such receivership or trusteeship continues for a period of 30 days, or should Lessee make an assignment for the benefit of creditors or be adjudicated a bankrupt, or should Lessee institute any proceedings under the Bankruptcy Act or under any amendment thereof which may hereafter be enacted, or under any other act relating to the subject of bankruptcy wherein Lessee seeks to be adjudicated a bankrupt, or to be discharged of Lessee's debts, or to effect a plan of liquidation, composition, arrangement or reorganization under such bankruptcy, or should an involuntary proceeding be filed against Lessee under any such bankruptcy laws and Lessee consents thereto or acquiesces therein by pleading or default, then any such act shall be deemed a breach of this Lease, and neither this Lease nor any interest in and to the Premises shall become an asset in any of such proceedings and, in any such event and in addition to any and all rights or remedies of City hereunder or by law provided, this Lease shall terminate automatically as of the date on which any one or more of the above described occurrences takes place, and in such event, it shall be lawful for City to re-enter the leased Premises and take possession thereof and remove all persons and all of Lessee's personal property, including trade fixtures and equipment therefrom, and Lessee shall have no further claim to the Premises or under this Lease.

24) DEFAULT; REMEDIES.

(a) Default. The occurrence of any one or more of the following events shall constitute a default under this Lease:

(1) Non curable defaults:

- a) The vacation or abandonment of the Premises by Lessee.
- b) Any attempted or involuntary transfer of Lessee's interest in this Lease without the City's prior written consent.
- c) If Lessee makes (or has made) or furnishes (or has furnished) any warranty, representation or statement to City in connection with this Lease (or any assignment of this Lease) or any other agreement to which City and Lessee are parties, which is or was false or misleading in any material respect when made or furnished.
- d) Any breach under the paragraph entitled Insolvency or Bankruptcy.

(2) Curable defaults:

- a) The failure by Lessee to make any payment of rent, fee or any other payment required to be made by Lessee hereunder as and when due. If Lessee does not fully cure such default within three (3) days after Lessee has been served with a notice of such default, this Lease shall be terminable at City's option.
- b) The failure by Lessee to observe or perform any non-monetary covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than the aforementioned non curable defaults. If Lessee does not fully cure any such non-monetary default within ten (10) days after Lessee has been served with a notice of such default, this Lease shall be terminable at City's option; provided, however, that if the nature of Lessee's default is such that more than ten days are reasonably required for its cure, then City shall not be entitled to terminate this Lease on account of such default if Lessee commences such cure within said ten day period and thereafter diligently prosecutes such cure to completion.
- c) If the leasehold interest of Lessee is levied upon under execution or is attached by process of law.

(b) Remedies.

(1) In addition to all other rights and remedies it might have, City shall have the right to terminate this Lease and Lessee's right to possession of the leased Premises in the event of any non-curable default as set forth above or if a curable default is not fully cured within the cure period designated above for such default. Termination of Lessee's right to possession of the Premises shall terminate this Lease and vice versa. However, if Lessee has abandoned or vacated the Premises, the mere taking of possession of same by City in order to perform acts of maintenance or preservation or to attempt to re-let the Premises, or the appointment of a receiver in order to protect City's interests under this Lease, shall not be deemed a termination of Lessee's right to possession of the Premises or a termination of this Lease unless City has notified Lessee in writing that the Lease is terminated. The notification provided for herein for curable defaults shall be in lieu of, and not in addition to, any notice required under Section 1161, et seq., of the California Code of Civil Procedure. If City terminates this Lease and Lessee's right to possession of the Premises pursuant to this paragraph, City may recover the following from Lessee:

- a) the worth at the time of award of the unpaid rent which was due, owing and unpaid by Lessee to City at the time of termination; plus
- b) the worth at the time of award of the amount by which the unpaid rent which would have come due after termination until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided; plus
- c) the worth at the time of award of the amount by which the unpaid rent for the balance of the lease term after the time of award exceeds the amount of rental loss which Lessee proves could be reasonably avoided; plus
- d) all other amounts necessary to compensate City for all of the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things are likely to result therefrom; and
- e) at City's election, such other amounts in addition to, or in lieu of the foregoing, as may be permitted from time to time by applicable California law.

(2) Upon termination of this Lease, whether by lapse of time or otherwise, Lessee shall immediately vacate the Premises and deliver possession thereof to City.

(3) If Lessee violates any of the terms or provisions of this Lease or defaults in any of its obligations hereunder, other than the payment of rent or other sums payable hereunder, such violation may be restrained or such obligation enforced by injunction.

(4) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided at law or in equity.

(5) No act or thing done by City or its agents during the term hereof shall be deemed an acceptance or a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless made in writing and signed by City. Neither the reference in this Lease to any particular remedy nor the pursuit of any particular remedy shall preclude City from any other remedy City might have, either at law or in equity.

25) ABANDONMENT. If Lessee shall abandon the Premises at any time during the term of this Lease or be dispossessed therefrom by process of law or otherwise, any personal property belonging to Lessee and left on the Premises thirty (30) days after such abandonment or dispossession shall be deemed to have been transferred to City, and City shall have the right to remove and to dispose of the same without liability to account to Lessee or to any person claiming under Lessee.

26) TERMINATION BY LESSEE. If any law or ordinance should come into effect during the term of this Lease, the terms of which so restrict the use to which the Premises can be put so that the Lessee is unable to use the Premises in the manner contemplated herein, then Lessee may, upon thirty (30) days' written notice to City, terminate this Lease.

27) WAIVER OF DEFAULT. Acceptance by either party of performance following a default will not be deemed a waiver of such default. No waiver of a default will constitute a waiver of any other default.

28) EMINENT DOMAIN. In the event all or any part of the Premises is taken or damaged by the exercise of the power of eminent domain, all compensation and damages payable by reason of the condemnation of the real property shall be payable to City without any apportionment to Lessee, Lessee hereby waiving any claim for leasehold damages attributable to this Lease having any bonus value, but Lessee shall have the right to claim and receive from the condemning authority (but not from City) any relocation assistance pursuant to Section 7260 et seq. of the Government Code of the State of California.

29) EXISTING TITLE TO LEASED PROPERTY. Lessee accepts the conditions of City's title to the Premises as the same now exists without representation or warranty of any kind, and Lessee shall be bound by any reservations, restrictions, easements, or encumbrances thereon which an examination of title would disclose.

30) QUITCLAIM OF LESSEE'S INTEREST UPON EXPIRATION OR TERMINATION. Upon the expiration or termination of this Lease for any reason, including but not limited to termination because of default by Lessee, at the request of City Lessee shall execute, acknowledge and deliver to City within thirty (30) days after receipt of written demand therefor a good and sufficient deed whereby all right, title and interest of Lessee in the Premises, including any improvements thereon, is quitclaimed to the City. Should Lessee fail or refuse to deliver the

required deed to City, City may prepare and record a notice reciting the failure of Lessee to execute, acknowledge, and deliver such deed and said notice shall be conclusive evidence of the termination of this Lease, and of all right of Lessee or those claiming under Lessee in and to the Premises, and any improvements thereon.

31) VENUE/ATTORNEY'S FEES. Any action at law or in equity brought by either party hereto for the purpose of enforcing a right provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party shall bring suit to enforce any covenant of this Lease or to recover any damages for and on account of the breach of any covenant of this Lease, it is mutually agreed that each party shall bear their own attorneys' fees and costs.

32) PROVISIONS BINDING ON SUCCESSORS. Each and all of the covenants, conditions and agreements herein contained shall, in accordance with the context, inure to the benefit of and be binding upon the parties hereto, and the successors in interest, agents and assigns of such parties, or any person who may come into possession or occupancy of the Premises, or any part thereof, in any manner whatsoever. Nothing in this paragraph shall in any way alter the provisions in this Lease against assignment or subletting or other transfers.

33) PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

34) MARGINAL CAPTIONS. The various headings and numbers herein and the groupings of the provisions of this Lease into separate sections and paragraphs are for the purpose of convenience only, and shall not be considered a part hereof.

35) RESERVATIONS TO CITY. The Premises herein leased is hereby accepted by Lessee subject to any and all existing easements and other encumbrances. In addition, City hereby reserves and Lessee hereby expressly agrees that City shall have the right to install, lay, construct, maintain, repair and operate sanitary sewers, storm drains, electric lines, telephone lines, telegraph lines, water pipelines, oil pipelines, and gas pipelines and such other appliances and appurtenances necessary or convenient to all of the above listed, over, in, upon, through, across, and along the Premises or any part thereof as will not interfere with Lessee's operations hereunder and to enter upon the Premises for any and all such purposes. City also reserves the right to grant franchises, easements, rights of way and permits in, over, upon, along and across any and all portions of said Premises as City may elect so to do; provided, however, that no right of City provided for in this paragraph shall be so executed as to interfere unreasonably with Lessee's operations hereunder.

City agrees that any right as set forth in this paragraph shall not be exercised unless a prior written notice of thirty (30) days is given to Lessee; provided, however, that in case of emergency such right may be exercised without such prior 30 days' notice, in which event City will give Lessee such notice in writing as is reasonable under the then existing circumstances.

City agrees that it will cause the surface of the Premises to be restored to its original condition upon the completion of any construction permitted hereunder. City further agrees that, should the exercise of these rights temporarily interfere with the use of any or all of the Premises by Lessee, the rental due to City by Lessee shall be reduced in a proportion of the amount said interference bears to the total use of the Premises.

36) UNLAWFUL USE. Lessee agrees no improvements shall be erected, placed upon, operated nor maintained on the Premises, nor shall business be conducted or carried on thereon in violation of the terms of this Lease, or any regulation, order, law, statute, bylaw or ordinance of any governmental agency having jurisdiction there over.

37) AIRPORT RULES AND REGULATIONS. Lessee and the employees and invitees of Lessee shall obey all rules and regulations and ordinances of City or other competent authority relating to operations at the Riverside Municipal Airport including the rules or procedures prescribed by a competent United States Government authority having applicable jurisdiction.

38) NONDISCRIMINATION, COMPLIANCE WITH TITLE 49. Lessee, on Lessee's own behalf and on the behalf of Lessee's personal representatives, successors in interest and assigns, as a 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 Lease for a purpose for which a Department of Transportation (hereinafter referred to as ("DOT")) program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Lessee, on Lessee's own behalf and on behalf of the personal representatives, successors in interest and assigns of Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) no person on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, sex or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(b) 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, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, sex or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and

(c) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Lessee acknowledges and agrees that in the event of breach of any of the nondiscrimination covenants set forth in this paragraph, City shall have the right to terminate this Lease and re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. The provision of this paragraph does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

39) ACCOMMODATIONS AND SERVICES. Lessee shall furnish Lessee's accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and Lessee shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; Provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

Noncompliance with this paragraph shall constitute a material breach thereof and in the event of such noncompliance City shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of City or the United States either or both said governments shall have the right to judicially enforce said provisions.

40) INSERTION. Lessee agrees that Lessee shall insert the above Paragraphs 37 and 38 in any license, lease, agreement, or contract by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein leased.

41) AFFIRMATIVE ACTION. Lessee assures that Lessee will undertake an affirmative action program as may be required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, sex or sexual orientation be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee 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. Lessee assures that Lessee will require that Lessee's covered sub-organizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as may be required by 14 CFR Part 152, Subpart E, to the same effect.

42) DEVELOPMENT OF LANDING AREA. City reserves the right to further develop or improve the landing area of the Riverside Municipal Airport as said City sees fit, regardless of the desires or view of Lessee and without interference or hindrance.

43) MAINTENANCE OF LANDING AREA. City reserves the right to maintain and keep in repair the landing area of the Riverside Municipal Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

44) LEASE SUBORDINATE. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States of America relative to the development, operation, or maintenance of the Riverside Municipal Airport.

45) RIGHT OF FLIGHT. There is hereby reserved to City, 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. 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 the Riverside Municipal Airport.

46) USE TO CONFORM WITH FAA REGULATIONS. Lessee agrees that Lessee's use of the Premises, including all construction thereon, shall conform to applicable regulations issued by the Federal Aviation Administration (FAA), Department of Transportation, or other applicable federal agency.

Lessee agrees to comply with the notification and review requirements covered in Part 77 of Title 14, Code of Federal Regulations (as same may be amended from time to time, or such other regulations replacing Part 77 as may be adopted by Federal authority) prior to the construction of any improvements, future structure or building upon the leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

47) HEIGHT RESTRICTIONS. Lessee by accepting this Lease expressly agrees for and on behalf of Lessee and on behalf of Lessee's successors and assigns that Lessee will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises above the limitations specified in Part 77 of the Federal Aviation Regulations. In the event the aforesaid covenants are breached, City reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending trees, all of which shall be at the expense of Lessee.

48) NONINTERFERENCE WITH LANDING AND DEPARTURE OF AIRCRAFT. Lessee by accepting this Lease expressly agrees on Lessee's own behalf and on the behalf of Lessee's successors and assigns that Lessee will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Riverside Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the Lessee.

49) NO EXCLUSIVE RIGHT GRANTED. It is understood and agreed 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 (49 U.S.C. 1349a).

50) LEASE SUBJECT TO U. S. GOVERNMENT ACQUISITION, CONTROL. This Lease and all the provisions 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 the Riverside Municipal Airport or the exclusive or nonexclusive use of the Airport by the United States during time of war or national emergency.

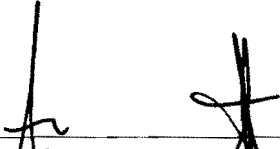
[Signatures on following page.]

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

PPH LOGISTICS, INC.
a California corporation

By: _____
City Manager

By:  _____
Name: Arturo Navarrete
Title: Incorporator

ATTEST

By: _____
City Clerk

By: _____
Name:
Title:

APPROVED AS TO FORM:

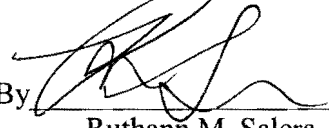
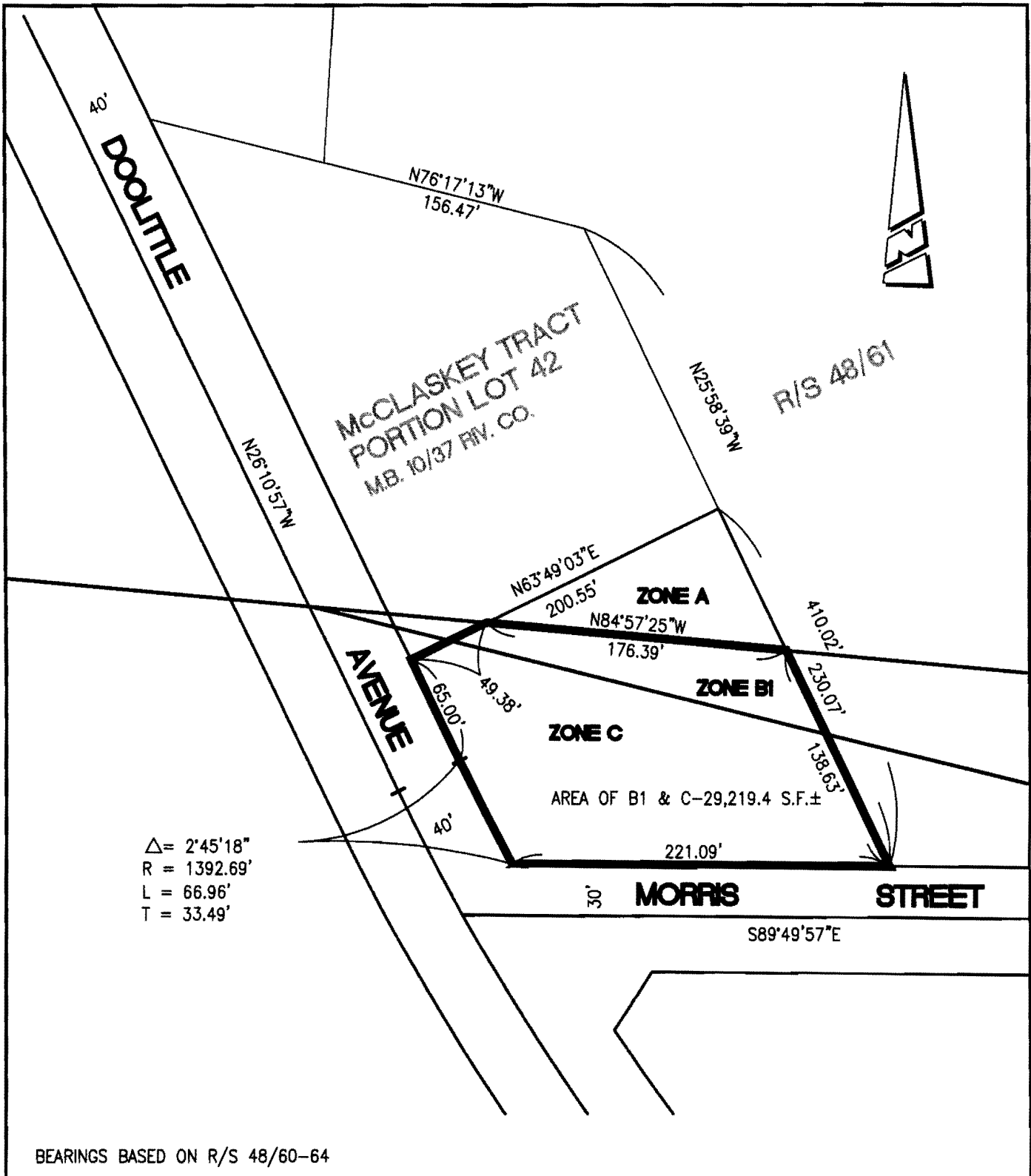
By:  _____
Ruthann M. Salera
Deputy City Attorney

Exhibit "A"

Legal Description



BEARINGS BASED ON R/S 48/60-64

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=40'

DRAWN BY: CURT

DATE: 7/23/18

SUBJECT: MORRIS/DOOLITTLE ALUC ZONES

ARTICLES OF INCORPORATION
OF
PPH LOGISTICS, INC.

FILED
Secretary of State
State of California
1 CC JUL 19 2018

I

The name of this Corporation is PPH LOGISTICS, INC..

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporation Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Manuel Huerta 5345 E. Olympic Blvd. Los Angeles, California 90022

IV



THE INITIAL STREET ADDRESS OF THIS CORPORATION IS;

6726 Doolittle Ave. Riverside, California 92509

V

This corporation is authorized to issue only one class of shares of stock; and the total number of common shares which this corporation is authorized to issue is (10,000) ten-thousand.

Dated: July 16, 2018

Arturo Navarrete, Incorporator