

(a)

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This Assignment and Assumption of Agreement (this "Assignment") is made and entered into effective on the date set forth below, by and among HOWARD INDUSTRIAL PARTNERS LLC, a California limited liability company ("Assignor"), and PROLOGIS, L.P. , a Delaware limited partnership ("Assignee").

Recitals:

A. Assignor and the City of Redlands, a municipal corporation and general law city, previously entered into that certain Conditional Property Disposition Agreement dated as of October 18, 2011 (as amended, the "CPDA").

B. Assignor now desires to assign and Assignee desires to assume all right, title and interest under the CPDA, and, to the extent assignable, all Development Approvals as defined in that certain Agreement for Assignment of CPDA dated June 27, 2012 between Assignor and Assignee (as amended, the "Agreement for Assignment").

NOW, THEREFORE, in consideration of these recitals which are hereby incorporated herein, and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Assignment By Assignor. Assignor hereby assigns to Assignee all right, title, and interest in, to, and under the CPDA, and under all Development Approvals (as defined in the Agreement for Assignment) to the full extent the Development Approvals are assignable.
2. Acceptance and Assumption. Assignee hereby accepts the foregoing assignment and agrees to assume and be primarily liable for all of Assignor's obligations under the CPDA arising from and after the Closing. Assignor shall be liable for all of Assignor's obligations under the CPDA arising on or prior to the Closing, but in no event shall be responsible for any cost associated with obtaining development permits.
3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument. Signatures exchanged by facsimile or electronic mail shall be deemed original signatures for all purposes.
5. Agreement for Assignment of CPDA. This Agreement is subject to the terms and conditions of the Agreement for Assignment.

IN WITNESS WHEREOF, the parties have duly executed this Assignment, which is effective as of September 21, 2012.

“ASSIGNOR”

HOWARD INDUSTRIAL PARTNERS LLC,
a California limited liability company

By: Timothy L. Howard
Timothy L. Howard
Its Sole Member

“ASSIGNEE”

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis Inc., a Maryland corporation, its general partner

By: _____
Anne LaPlace
First Vice President

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“ASSIGNOR”

HOWARD INDUSTRIAL PARTNERS LLC,
a California limited liability company

By: _____
Timothy L. Howard
Its: _____

“ASSIGNEE”

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis Inc., a Maryland corporation, its general partner

By:  _____
Anne LaPlace
First Vice President