

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Holly H. Fuller, Esquire
Golden Steves & Gordon LLP
200 E. Basse Road, Suite 200
San Antonio, Texas 78209

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ASSIGNMENT OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(PARTIAL)**

This Assignment of Amended and Restated Development Agreement (Partial) (this "**Assignment**"), dated _____, 2022 ("**Effective Date**"), is entered into by and between **MPLD II INLAND EMPIRE, LLC**, a Delaware limited liability company ("**Assignor**"), and **MPLD INLAND EMPIRE KRB, LLC**, a Delaware limited liability company ("**Assignee**").

Recitals

A. On August 4, 2020, the City of Beaumont ("**City**") and Assignor entered into that certain Amended and Restated Development Agreement by and between City of Beaumont and MPLD II Inland Empire, LLC (the "**Development Agreement**") pursuant to which Assignor obtained agreements to develop certain property more particularly described in the Development Agreement ("**Overall Property**"), subject to certain conditions and obligations set forth in the Development Agreement. The Development Agreement was recorded in the Official Records of Riverside County on October 21, 2020, as Document Number 2020-0507277.

B. By Grant Deed recorded on July 16, 2021, as Document Number 2021-0429144, Assignor conveyed a portion of the Overall Property, commonly known as Parcel 2 of Parcel Map No. 36426, Assessor's Parcel Number 424-010-012 ("**KRB Property**"), to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee, all of Assignor's right, title, interests, burdens and obligations as the Developer under the Development Agreement with respect to, and only with respect to, the KRB Property, without representation or warranty of any kind, and Assignee hereby accepts such assignment.

Agreement

1. **Effective Date.** This Assignment shall be effective and binding as of the date of recordation in the Official Records of Riverside County, California (the "**Effective Date**").

2. Assignment. Assignor hereby assigns to Assignee, effective as of the Effective Date, all of Assignor's rights, interests, duties, burdens and obligations under the Development Agreement with respect to the KRB Property ("**Assumed Rights and Obligations**").

3. Assumption. Assignee hereby assumes, effective as of the Effective Date, all of the Assumed Rights and Obligations of Assignor under the Development Agreement with respect to the KRB Property, and agrees to observe and fully perform all of the Assumed Rights and Obligations of Assignor under the Development Agreement with respect to the KRB Property, and to be subject to all the terms and conditions thereof. The parties intend hereby that, upon the recordation of this Assignment, Assignee shall be substituted for Assignor as the "Developer" under the Development Agreement with respect to the KRB Property.

4. Successors and Assigns. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year written above.

ASSIGNOR:

ASSIGNEE:

MPLD II INLAND EMPIRE, LLC,
a Delaware limited liability company

MPLD INLAND EMPIRE KRB, LLC,
a Delaware limited liability company

By: MPLD II REIT A,
a Texas real estate investment trust,
its sole member

By: MPLD II REIT A,
a Texas real estate investment trust,
its sole member

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, the _____ of MPLD II REIT A, a Texas real estate investment trust, on behalf of said entities.

Notary Public
My Commission Expires: _____

APPROVAL BY THE CITY OF BEAUMONT

The City of Beaumont, pursuant to Section 17 of the Development Agreement, hereby consents to the assignment by Assignor to Assignee. The City acknowledges that the Assignee shall not be liable for any obligations owed under the Development Agreement by any other party to the Development Agreement or for any other real property referenced in the Development Agreement (i.e., APNs 424-010-011, 424-010-013, 424-010-014, 424-010-015, 424-010-016, 424-010-017 or 424-010-18).

CITY OF BEAUMONT

APPROVED:

By: Mayor Lloyd White

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

EXHIBIT A

Legal Description of KRB Property

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE

PARCEL 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 36426," RECORDED MARCH 16, 2017, IN BOOK 242 OF PARCEL MAPS, AT PAGE 24 THROUGH 29, INCLUSIVE, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFORE THAT PORTION OF SAID PARCEL 2, DESCRIBED AS FOLLOWS:

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, SOUTH 87°44'33" WEST 126.89 FEET;

THENCE NORTH 47°15'27" WEST 82.18 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 185.00 FEET MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID PARCEL 2;

THENCE NORTHERLY ALONG SAID PARALLEL LINE, NORTH 02°15'27" WEST 297.70 FEET;

THENCE NORTH 57°44'33" WEST 103.33 FEET;

THENCE SOUTH 82°15'27" EAST 96.99 FEET TO A POINT IN SAID EASTERLY LINE, DISTANT THEREON NORTH 02°15'27" WEST 390.63 FEET MEASURED SAID EASTERLY LINE FROM THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE SOUTH 02°15'27" EAST 390.63 FEET TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS PURSUANT TO CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NUMBER 2021-LLA-0026 RECORDED FEBRUARY 10, 2022, DOCUMENT NO. 2022-0070071, OFFICIAL RECORDS AND BEING ADJUSTED PARCEL A THEREIN.

PARCEL TWO

THE RIGHTS AND EASEMENTS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAUMONT CROSSROADS LOGISTICS PARK II, RECORDED OCTOBER 29, 2020, AS DOCUMENT NO. 2020-0524170, OFFICIAL RECORDS OF RIVERSIDE COUNTY, **AND ANY PROPER AMENDMENTS OR MODIFICATIONS THERETO.**