

CONSENT AGREEMENT

THIS CONSENT AGREEMENT (this "Agreement") is made as of _____, 2026 by and among Rexford Industrial – 1901 Rosslynn, LLLP, a Delaware limited liability limited partnership ("Owner"), Veritiv Packaging Solutions, a California corporation, formerly known as Orora Packaging Solutions, a California corporation ("Tenant"), and City of Fullerton ("City"), with reference to the following facts:

RECITALS

A. Owner is the owner of the improved real property located in the City of Fullerton, State of California, and commonly known as 1901 East Rosslynn Road, Fullerton, California (the "Property").

B. Owner, as successor-in-interest, and Tenant have entered into that certain Lease, dated as of September 10, 2004, as amended by that certain First Amendment to Lease, dated as of June 21, 2013, as amended by that certain Second Amendment to Lease, dated as of February 23, 2017, and as amended by that certain Third Amendment to Lease, dated December 30, 2022 (collectively "the Lease") with respect to the Property.

C. In connection with the foregoing, the City and Owner contemplate entering into an agreement (the "Easement Agreement") providing the City a temporary easement on the Property to perform construction and maintain Well No. 10 at 1851 Rosslynn Avenue (the "Easement"), the approximate location of which is shown on Exhibit "A" attached hereto (the "Easement Location").

D. Owner and City have entered into that certain Access Agreement dated as of August 12, 2015 (the "Access Agreement").

E. Tenant approves of Owner and City entering into the Easement Agreement, and agrees to allow City to enter the Easement Location for the purpose of the Easement, subject to all of the terms and conditions set forth herein.

WITNESSETH

NOW, THEREFORE, the parties hereto agree as follows:

1. Consent to the Easement. Tenant hereby agrees that Tenant's use of the Property pursuant to the Lease shall be subject to the Easement Agreement. Additionally, Tenant grants the City exclusive use of the Easement Location, subject to the City's compliance with all of the terms of this Agreement and the Easement Agreement. Tenant grants the City and its employees, agents, contractors and suppliers ("City's Parties") permission to enter the Property to access the Easement Location for the purpose of the Easement. Tenant approves of the grant of the Easement subject to the terms of the Easement Agreement.

2. Access. City shall use commercially reasonable efforts to ensure that its use of the Easement does not obstruct, materially restrict or render inaccessible Tenant's sole point of ingress and egress to the Property. City shall use commercially reasonable efforts to cause City's use of the Easement area to not unreasonably interfere with Tenant's access to or use of Tenant's leased premises on the Property for the use permitted under the Lease without prior written consent from Tenant and provision of reasonable alternative access that maintains commercially reasonable operational functionality. Owner shall use commercially reasonable efforts to cause City to comply with this Section 2.

3. Term. The City's access to the Property shall commence upon the full execution of the Easement Agreement and shall continue until the earliest of (i) the date upon which City notifies Owner that it no longer needs the Easement, or (ii) sixty (60) months from the commencement date of the use of the Easement as set forth in the Easement Agreement ("Termination Date").

4. Compensation. Subject to all terms and conditions set forth in this Agreement, the City agrees to compensate Tenant (in lieu of Owner) for the use of the Easement Location as follows: (i) during the first twelve (12) months: a lump sum of \$40,000; (ii) during months thirteen (13) through twenty-four (24): a monthly rate of \$3,335; and (iii) during months twenty-five (25) through sixty (60): a monthly rate of \$3,500. City's obligation to compensate Tenant under this Section 4 for any period after the Termination Date shall cease once the Termination Date as defined in Section 3 of this Agreement has been reached.

5. Government Regulations and Other Obligations of the City. The City shall obtain at its sole cost and expense all governmental permits and authorizations, if any, required by applicable governmental agencies for the City's work on the Property.

6. Liens. The City shall not suffer or permit any mechanics' liens against the Property or any portion thereof due to the inspections or work performed by or on behalf of the City under this Agreement. If any such mechanic's liens are recorded against the Property due to the City's activities on the Property, the City shall cause all such liens to be promptly removed (by bonding or otherwise) at the City's sole cost and expense. The City shall indemnify, defend and hold harmless Tenant and the Property free from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses incurred in connection with mechanics' liens for which the City is responsible under this Section 6.

7. Repairs; Indemnity. Without limitation of the terms of any obligations of City in the Access Agreement, City shall promptly repair any damage to the Property resulting from inspections made by or on behalf of the City pursuant to this Agreement, provided that the City shall not be required to repair any pre-existing condition with respect to the Property, except to the extent any such pre-existing condition is exacerbated by the City's activities. Subject to the foregoing, the City shall indemnify, defend and hold harmless Owner and Tenant from all claims, loss, liability, damages, injuries, liens, stop notices, costs and expenses (including, without limitation, attorneys' fees, but excluding consequential and punitive damages) resulting from the work and other activities performed by any of the City's Parties; provided, however, that the City shall not be required to indemnify, defend and hold harmless Owner and/or Tenant to the extent of any claim, loss, damage or injury is solely attributable to the gross negligence or willful misconduct of Owner, Tenant, or their respective officers, directors, principals, employees, contractors, representatives or agents (as applicable). The City's obligations under this indemnification provision shall survive the expiration or termination of this Agreement for a period of one year.

8. Insurance. The City shall, at its sole cost and expense, maintain at all times during the term of this Agreement:

(a) Worker's Compensation Insurance as required by law and Employer's Liability Insurance.

(b) The City shall obtain and maintain, with an insurance company or insurance companies reasonably satisfactory to Licensors, a policy of commercial general public liability insurance, with a broad form contractual liability endorsement covering the City's indemnification obligations hereunder, and with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury and property damage, coinsuring Tenant as an additional insured (certificates of which shall be given to

Tenant prior to entry by the City on the Property), all of which insurance shall be written on an "occurrence form" and shall be primary and noncontributing with any insurance carried by Tenant.

(c) The City shall obtain and maintain, business automobile liability insurance (and, if necessary, commercial excess liability insurance) having a combined single limit of not less than \$2,000,000 per accident insuring the City against liability arising out of the ownership maintenance or use of any owned, hired or non-owned automobiles containing cross liability and severability of interest clauses.

(d) The City shall provide Tenant with written evidence of the foregoing insurance (in form and substance reasonably acceptable to Licensor) prior to any entry on to the Property by any of the City's Parties. The City shall provide not less than five (5) business days' advance written notice to Licensor of any expiration or cancellation of any such insurance coverage. All commercial general liability policies shall name the City as a named insured and Tenant as additional insureds.

(e) The City may provide any of the aforementioned coverages through blanket policies of insurance, provided that such policy provides substantially the same protection as would a separate policy insuring only the Property in compliance with the provisions of this Section 8. The City may also satisfy any component of its insurance obligations hereunder by providing evidence that the City's contractors or other vendors entering onto the Property carry such coverage.

9. Assignability. This Agreement may not be assigned, whether voluntarily or by operation of law, and the City shall not permit the use of the Property, or any part thereof, except in strict compliance with the provisions hereof, and any attempt to do so shall be null and void. Notwithstanding any other provision of this Agreement, the rights granted to City pursuant to this Agreement shall automatically terminate upon the City's assignment, grant of any license or any other transfer (whether voluntary, involuntary or by operation of law) of all or any part of the City's rights or benefits under this Agreement.

10. Limitations of this Agreement. This Agreement is not intended to constitute an agreement to lease the Property.

11. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given: (a) upon receipt, if delivered personally or via courier, and (b) upon confirmation of receipt, if given by email or a reputable overnight courier as follows:

If to Tenant:	VERITIV PACKAGING SOLUTIONS 1000 Abernathy Road NE, Suite 400 Atlanta, Georgia, 30328 Attn: Director of Real Estate Attn: General Counsel
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If to the City:	CITY OF FULLERTON Public Works/Engineering 303 W. Commonwealth Fullerton, CA 92832 Attn: Todd Le, Principal Water Engineer
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Any party may, by notice given in accordance with this Section to the other parties, designate another address or person for receipt of notices hereunder.

12. Attorneys' Fees. If any action, proceeding or arbitration is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to all other damages, all costs and expenses of such action, proceeding or arbitration, including, but not limited to, actual attorneys' fees, witness' fees and court costs. The phrase "prevailing party" as used in this Section shall mean a party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise.

13. Miscellaneous. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. Tenant agrees to execute any and all commercially reasonable documents and instruments in order to further the intent of this Agreement, including, without limitation, any amendment to the Lease to memorialize the terms herein. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Neither this Agreement nor a short form memorandum or assignment hereof shall be filed or recorded in any public office. This Agreement contains the entire agreement between the parties respecting the City's entry onto the Property and supersedes all prior agreements between the parties with respect to such matters.

14. Signatures. Each party hereto, and their respective successors and assigns shall be authorized to rely upon the signatures of all of the parties hereto on this Agreement which are delivered by facsimile or PDF as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity. Further, the parties hereto expressly consent and agree that this Agreement may be electronically signed and that electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as hand-written signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single agreement.

[Signature Page Follows Immediately]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

TENANT:

CITY:

VERITIV PACKAGING SOLUTIONS,
a California corporation

CITY OF FULLERTON

By: Lynsey Atkinson

Name: Lynsey Atkinson

Its: Vice President, Strategic Operations

By: _____

Name: _____

Its: _____

By: Chris Martin

Name: Christopher Martin

Its: SVP, Operations

OWNER ACKNOWLEDGES AND AGREES:

REXFORD INDUSTRIAL – 1901 ROSSLYNN, LLLP,
a Delaware limited liability limited partnership

By: Rexford Industrial – General Partner, LLC,
a Delaware limited liability company
Its General Partner

By: Rexford Industrial Realty, L.P.,
a Maryland limited partnership
Its Managing Member

By: Rexford Industrial Realty, Inc.,
a Maryland corporation
Its General Partner

By: _____

Name: John Nahas

Title: Chief Operating Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

TENANT:

CITY:

VERITIV PACKAGING SOLUTIONS,
a California corporation

CITY OF FULLERTON

By: _____

Name: Lynsey Atkinson

Its: Vice President, Strategic Operations

By: _____

Name: _____

Its: _____

By: _____

Name: Christopher Martin

Its: SVP, Operations

OWNER ACKNOWLEDGES AND AGREES:

REXFORD INDUSTRIAL – 1901 ROSSLYNN, LLLP,
a Delaware limited liability limited partnership

By: Rexford Industrial – General Partner, LLC,
a Delaware limited liability company
Its General Partner

By: Rexford Industrial Realty, L.P.,
a Maryland limited partnership
Its Managing Member

By: Rexford Industrial Realty, Inc.,
a Maryland corporation
Its General Partner

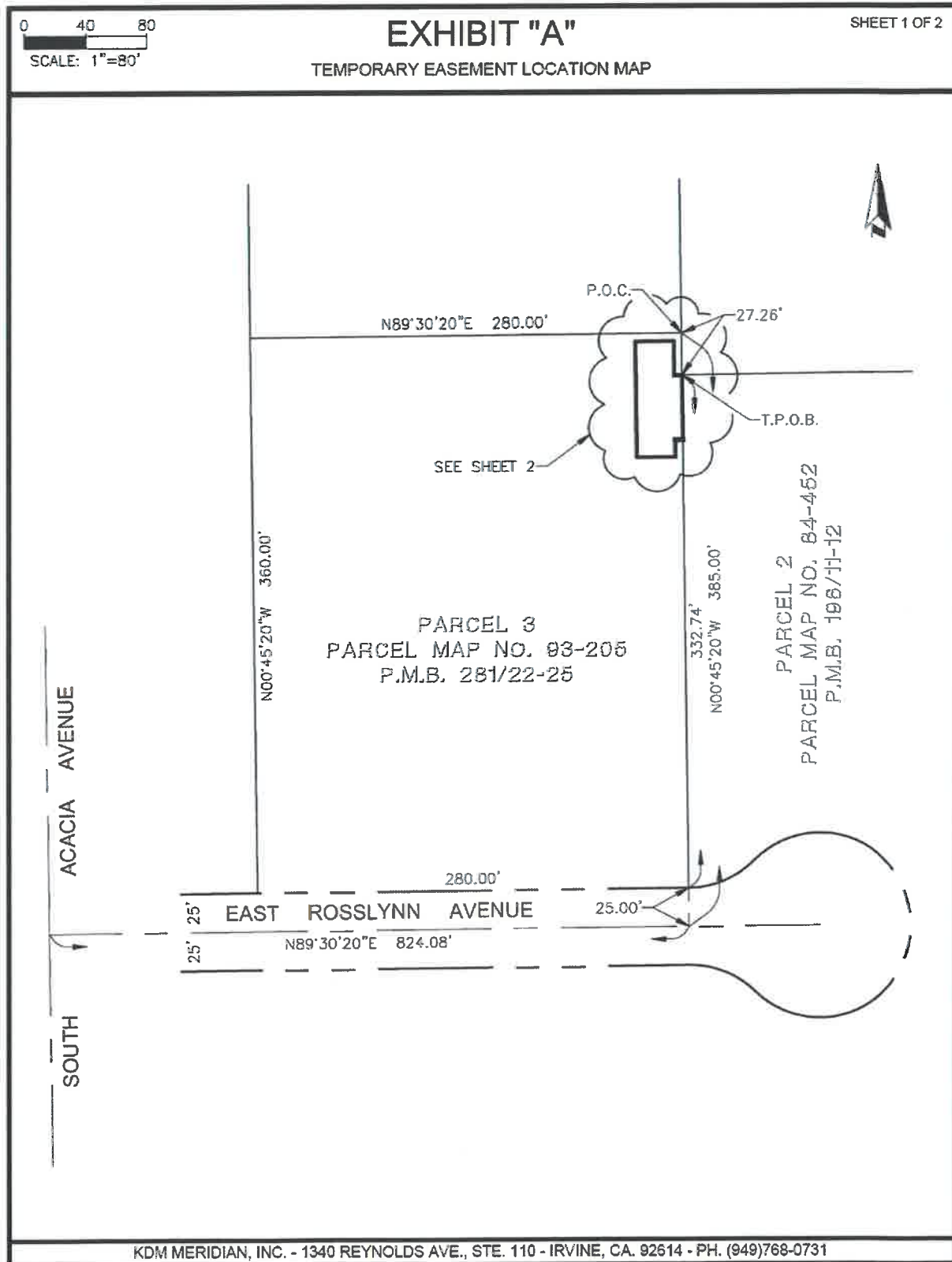
By: 

Name: John Nahas

Title: Chief Operating Officer

Exhibit "A"

THE EASEMENT LOCATION



0 40 80
SCALE: 1"=80'

EXHIBIT "A"

SHEET 2 OF 2

TEMPORARY CONSTRUCTION EASEMENT LOCATION MAP

