
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): October 28, 2013

REXFORD INDUSTRIAL REALTY, INC.
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

001-36008
(Commission
File Number)

46-2024407
(IRS Employer
Identification No.)

11620 Wilshire Boulevard, Suite 1000, Los Angeles, California
(Address of principal executive offices)

90025
(Zip Code)

Registrant's telephone number, including area code: (310) 966-1680

N/A

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

Please see paragraph 7 of Item 8.01 below, which is incorporated herein by reference.

ITEM 5.01 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

As part of the Accommodation described in Item 8.01 below, on October 29, 2013, Messrs. Schwimmer, Frankel and Ziman each entered into a Restricted Stock Cancellation Agreement (the "Cancellation Agreements"), whereby they each canceled 86.0% of their restricted stock grants. Messrs. Schwimmer, Frankel and Ziman may enter into one or more additional Cancellation Agreements between the date of this 8-K report and November 30, 2013 to cancel up to all of their remaining restricted stock grants in the event that additional pre-IPO investors elect to participate in the Accommodation. For additional information, please see paragraphs 4, 5 and 7 of Item 8.01 below, which are incorporated herein by reference.

ITEM 7.01 REGULATION FD DISCLOSURE

On October 29, 2013, Rexford Industrial Realty, Inc. (the "Company") issued a press release relating to the Accommodation. A copy of the press release is furnished as Exhibit 99.1 to this report.

The information included in this Current Report on Form 8-K under this Item 7.01 (including Exhibit 99.1 hereto) is being "furnished" and shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of Section 18, nor shall it be incorporated by reference into a filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except as shall be expressly set forth by specific reference in such filing. The information included in this Current Report on Form 8-K under this Item 7.01 (including Exhibit 99.1 hereto) will not be deemed an admission as to the materiality of any information required to be disclosed solely to satisfy the requirements of Regulation FD.

ITEM 8.01 OTHER EVENTS

After the completion of the Company's initial public offering ("IPO"), certain investors ("pre-IPO investors") in Rexford Industrial Fund I, LLC ("RIF I"), Rexford Industrial Fund II, LLC ("RIF II"), Rexford Industrial Fund III, LLC ("RIF III"), Rexford Industrial Fund IV, LLC ("RIF IV"), Rexford Industrial Fund V, LP ("RIF V") and their subsidiaries (collectively, the "Predecessor Funds") contacted Messrs. Schwimmer, Frankel and Ziman to express concerns regarding the Company's formation transactions and IPO. These concerns related to, among other things, the total value of the consideration paid to the pre-IPO investors and to management in the formation transactions, the allocation of that consideration among the five Predecessor Funds and the pre-IPO management companies included in the Company's predecessor, Rexford Industrial, LLC ("RILLC") and Rexford Sponsor V, LLC (together with RILLC, the "Management Companies"), and the total value of the operating partnership units ("OP Units") of Rexford Industrial Realty, L.P. (the "Operating Partnership") and shares of Company common stock ("REIT Shares"), including awards of restricted stock, received by Messrs. Schwimmer, Frankel and Ziman in conjunction with the formation transactions and the IPO.

The Company believes that the formation transactions and the IPO were conducted and valued properly and consistently with applicable law and with the disclosure documents and contribution and merger agreements. The Company believes that the documents and disclosures set forth all information necessary for the pre-IPO investors to determine whether to approve the formation transactions. Pre-IPO investors representing more than 98% of the capital in each of the Predecessor Funds approved the formation transactions. In addition, such pre-IPO investors explicitly waived claims relating to the Predecessor Funds and the formation transactions.

Nevertheless, with the support of the Company's board of directors (the "Board"), Messrs. Schwimmer, Frankel and Ziman undertook to review the concerns expressed by these pre-IPO investors and to assess whether they could address any of the concerns in their individual capacities. In undertaking this review, Messrs. Schwimmer, Frankel and Ziman and the Board considered a variety of factors, including that, as a newly public company, claims advanced by pre-IPO investors, whether in formal legal proceedings or otherwise, regardless of their merit, could adversely affect the Company's business and operations, the Company's ability to access the capital markets or the trading prices of the Company's common stock.

After numerous discussions with pre-IPO investors from all five Predecessor Funds, Messrs. Schwimmer, Frankel and Ziman, with the support of the Board, undertook to offer an accommodation (the "Accommodation") in which Messrs. Schwimmer, Frankel and Ziman, together with certain other pre-IPO owners of the Management Companies, would offer to reallocate up to \$21.1 million of OP Units to pre-IPO investors who elect to participate in the Accommodation by signing transfer agreements containing a release of claims relating to their investment in the Predecessor Funds ("Transfer and Release Agreements"). A form of the Transfer and Release Agreements is attached hereto as Exhibit 99.2. This \$21.1 million represents the aggregate value allocated to the Management Companies in the formation transactions. As part of the Accommodation, Messrs. Schwimmer, Frankel and Ziman also would cancel a percentage of their restricted stock grants equal to the portion of the aggregate capital commitments in the Predecessor Funds represented by investors participating in the Accommodation. The effectiveness of the Accommodation was subject to pre-IPO investors representing at least 67.7% of the aggregate capital commitments in each of the Predecessor Funds agreeing to participate in the Accommodation by signing Transfer and Release Agreements.

The Company and Messrs. Schwimmer, Frankel and Ziman, with the agreement of the Board, formally communicated the proposed Accommodation to pre-IPO investors in early October. The Accommodation became effective on October 28, 2013. As of October 29, 2013, 81.3% of the pre-IPO investors, who collectively represent 86.0% of the aggregate capital commitments in the Predecessor Funds, have agreed to participate in the Accommodation by signing Transfer and Release Agreements. The pre-IPO investors were provided a reply-by date of October 30, 2013 to elect whether to participate in the Accommodation. The Board elected, effective October 29, 2013, to extend that reply-by date to November 30, 2013.

To effect the Accommodation, Messrs. Schwimmer, Frankel, Ziman and certain other pre-IPO owners of the Management Companies will return OP Units to the Company, those units will be canceled, and then the Company and the Operating Partnership will issue and pay to participating pre-IPO investors a number of shares of REIT Shares, OP Units and cash that, in the aggregate, has the same value as the OP Units returned to the Company by Messrs. Schwimmer, Frankel, Ziman and the other pre-IPO owners of the

Management Companies. The OP units returned to the Company, and the REIT Shares, OP Units and cash that will be issued to the pre-IPO investors in the Accommodation have been placed into an escrow account. If less than all pre-IPO investors elect to participate in the Accommodation, the OP Units, REIT Shares or cash that remain in the escrow account after November 30, 2013 will be returned to the applicable parties. The form of consideration received by pre-IPO investors corresponds to the form of consideration such investors elected to receive in the formation transactions, with unaccredited investors receiving cash. For purposes of the Accommodation, REIT Shares and OP Units were valued at \$14.00, which was the IPO price per share of the Company's common stock.

As of October 29, 2013:

- Mr. Schwimmer has returned 451,051 OP Units to us, and we have canceled 245,744 shares of restricted stock initially granted to Mr. Schwimmer in the IPO;
- Mr. Frankel has returned 406,856 OP Units to us, and we have canceled 245,744 shares of restricted stock initially granted to Mr. Frankel in the IPO;
- Mr. Ziman has returned 362,883 OP Units to us, and we have canceled 184,308 shares of restricted stock initially granted to Mr. Ziman in the IPO; and
- We will issue 696,918 REIT Shares and 555,054 OP Units, and will pay \$232,047.50, to participating pre-IPO investors.

As a result of the Accommodation, and assuming solely for the purposes of the calculations below that no additional pre-IPO investors elect to participate in the Accommodation:

- The total number of OP Units outstanding will decrease from 3,697,086 units to 3,031,350 units;
- The total number of REIT Shares outstanding will increase from 25,681,790 shares to 25,702,912 shares;
- The beneficial ownership of our common stock by Messrs. Schwimmer, Frankel and Ziman, calculated in accordance with applicable SEC rules, will be as follows:
 - Mr. Schwimmer will beneficially own an aggregate of 548,911 REIT Shares and OP Units, representing 0.35% of the REIT Shares outstanding and 1.9% of the aggregate number of REIT Shares and OP Units outstanding;
 - Mr. Frankel will beneficially own an aggregate of 343,009 REIT Shares and OP Units, representing 0.2% of the REIT Shares outstanding and 1.2% of the aggregate number of REIT Shares and OP Units outstanding; and
 - Mr. Ziman will beneficially own an aggregate of 455,704 REIT Shares and OP Units, representing 0.5% of the REIT Shares outstanding and 1.6% of the aggregate number of REIT Shares and OP Units outstanding;
- On a fully diluted basis, our public stockholders will own 57.1% of our outstanding common stock, as compared to 55.9% prior to the Accommodation;
- On a fully diluted basis, our directors and executive officers and their affiliates will own 5.1% of our outstanding common stock and the other pre-IPO investors as a group will own 37.8% of our outstanding common stock; and
- The Company's general partnership interest in the Operating Partnership will increase from 87.0% to 89.2%.

These numbers will change if and as additional pre-IPO investors elect to participate in the Accommodation after the date of this 8-K report. The Company has incurred costs of approximately \$235,000 during the three months ended September 30, 2013 associated with implementing the Accommodation. The Company expects to incur additional costs in the fourth quarter ending December 31, 2013.

Separately and subsequent to the efforts and initial discussions that gave rise to the Accommodation, on October 3, 2013, one husband and wife couple who were pre-IPO investors filed a putative class action purportedly brought on behalf of the investors in RIF III in the Los Angeles County Superior Court (the "RIF III Action"). Plaintiffs assert claims against the Company, RIF III, RILLC and Messrs. Schwimmer, Frankel and Ziman ("Defendants") for breach of fiduciary duty, violation of certain California securities laws, negligent misrepresentation, and fraud. Plaintiffs allege, among other things, that the terms of the formation transactions were unfair to investors in RIF III, that the consideration received by investors in RIF III in the formation transactions was inadequate, that the Management Companies were allocated unfair value in the formation transactions and that the disclosure documents related to the formation transactions were materially misleading. The complaint seeks class certification, requests to inspect the books and records of currently non-existent RIF III, and further seeks declaratory relief, unspecified recessionary damages, disgorgement, compensatory, punitive and exemplary damages, an accounting for unjust enrichment, and an award of costs including pre-judgment interest, attorneys' and experts' fees, and other unspecified relief. Plaintiffs also asserted in court filings that the formal communication of the proposed Accommodation was materially misleading by not including disclosures regarding the lawsuit and claims asserted by plaintiffs. While the Company believes that the RIF III Action is without merit and intends to defend the litigation vigorously, it expects to incur costs associated with defending the RIF III Action. At this early stage of the litigation, the ultimate outcome of the RIF III action is uncertain and the Company cannot reasonably assess the timing or outcome, or estimate the amount of loss, if any, or its effect, if any, on its financial statements. The Accommodation was not made in response to the RIF III Action, as the discussions leading to the Accommodation predate the RIF III Action.

As of October 29, 2013, pre-IPO investors representing 14.0% of the aggregated capital commitments in the Predecessor Funds had not yet elected to participate in the Accommodation. As noted above, these pre-IPO investors have until November 30, 2013 to elect whether to participate in the Accommodation. There can be no assurance that these pre-IPO investors will elect to do so, and there is a risk that pre-IPO investors who do not elect to participate in the Accommodation may assert claims against Defendants relating to the formation transactions and/or the pre-IPO business of the Predecessor Funds.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

99.1 Press Release dated October 29, 2013

99.2 Form of Transfer Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto authorized.

October 30, 2013

Rexford Industrial Realty, Inc.

/s/ Michael S. Frankel

Michael S. Frankel
Co-Chief Executive Officer
(Principal Executive Officer)

October 30, 2013

Rexford Industrial Realty, Inc.

/s/ Howard Schwimmer

Howard Schwimmer
Co-Chief Executive Officer
(Principal Executive Officer)

EXHIBIT INDEX

**Exhibit
Number**

Description

99.1 Press Release dated October 29, 2013
99.2 Form of Transfer Agreement



REXFORD INDUSTRIAL REALTY, INC. ANNOUNCES REALLOCATION OF FORMATION TRANSACTION CONSIDERATION

- Reaches Consensual Arrangement With More Than 81% of its Pre-IPO Investors -

- Company Senior Management Agrees to Transfer Equity Interests in Rexford Industrial to Participating Pre-IPO Fund Investors and to Cancel Restricted Stock -

Los Angeles, California – October 29, 2013 – Rexford Industrial Realty, Inc. (the “Company” or “Rexford Industrial”) (NYSE: REXR), a real estate investment trust that specializes in acquiring, owning and operating industrial properties located in Southern California infill markets, today announced that the Company, its Co-Chief Executive Officers Howard Schwimmer and Michael Frankel, and its Chairman Richard Ziman have reached consensual agreements with approximately 86.0% of the Company’s pre-IPO investors, as measured by capital commitments, to reallocate approximately 1,294,180 operating partnership units (“OP Units”) to those pre-IPO investors, in order to rebalance the amounts of IPO equity allocated to pre-IPO investors as compared to management through the formation transactions and IPO. Each participating pre-IPO investor has signed an agreement containing a release of potential claims relating to their investment in the pre-IPO Rexford funds in exchange for their respective reallocation.

Messrs. Schwimmer and Frankel, Rexford Industrial’s Co-Chief Executive Officers, stated, “We are pleased to have found a consensual solution to concerns that have been raised by certain of our pre-IPO investors regarding the allocation of interests in our formation transactions. We look forward to continuing to execute our strategies to acquire and operate industrial properties in select infill Southern California markets, to create long term value for all shareholders.”

After the completion of the Company’s IPO, certain investors in the pre-IPO Rexford funds contacted Messrs. Schwimmer, Frankel and Ziman to express concerns regarding the Company’s formation transactions and IPO. These concerns related to, among other things, the total value of the consideration paid to the pre-IPO investors and management in the formation transactions, the allocation of that consideration among the five funds and the pre-IPO management companies, and the total value of the OP Units and shares of Company common stock, including awards of restricted stock, received by Messrs. Schwimmer, Frankel and Ziman in conjunction with the formation transactions and the IPO.

Although the formation transactions and IPO were overwhelmingly approved by the pre-IPO investors, a process was undertaken to review the concerns expressed by certain of the pre-IPO investors and to assess whether they could address any of the concerns in their individual capacities.

After numerous discussions with investors from all five pre-IPO Rexford funds, the Company and Messrs. Schwimmer, Frankel and Ziman, with the support of the Company’s board of directors, undertook to offer an accommodation (the “Accommodation”) in which Messrs. Schwimmer, Frankel and Ziman, together with certain other owners of the pre-IPO management companies, would reallocate up to 1,504,682 OP Units (valued at \$21.1 million based on the \$14.00 price per share in the IPO) to pre-IPO investors who elect to participate in the Accommodation by signing transfer agreements containing a release of potential claims relating to their investment in the Rexford funds (“Transfer and Release Agreements”). This \$21.1 million represents the aggregate value allocated to the pre-IPO management companies in the formation transactions. As part of the Accommodation, Messrs. Schwimmer, Frankel and Ziman also would cancel a percentage of their restricted stock grants equal to the portion of the aggregate capital commitments in the Rexford funds represented by investors participating in the Accommodation. The effectiveness of the Accommodation was subject to the agreement by pre-IPO investors representing at least 67.7% of the aggregate capital commitments in each of the Rexford funds to participate in the Accommodation by signing Transfer and Release Agreements.

The Accommodation became effective on October 28, 2013. To date 81.3% of pre-IPO investors, who collectively represent 86.0% of the aggregate capital commitments in the Rexford funds have agreed to participate in the Accommodation by signing Transfer and Release Agreements. The Company's board of directors has today elected to extend the period through which the remaining pre-IPO investors can elect to participate in the Accommodation by signing the Transfer and Release Agreement to November 30, 2013.

To effect the restricted stock grant cancellations, each of Messrs. Schwimmer, Frankel and Ziman have entered into a Restricted Stock Cancellation Agreement, whereby they each canceled 86.0% of their restricted stock grants. Messrs. Schwimmer, Frankel and Ziman may enter into one or more additional Restricted Stock Cancellation Agreements on or before November 30, 2013, to cancel up to all of their remaining restricted stock grants in the event that additional pre-IPO investors elect to participate in the Accommodation.

Messrs. Schwimmer and Frankel stated, "The Accommodation provides direct benefits to all of our investors:

- By engaging constructively and discussing these matters with our pre-IPO investors, we arrived at a solution accepted by 86.0% of all pre-IPO investors as measured by capital commitments. We expect additional investors to join in this solution before November 30, 2013.
- Substantially all of the transfer of value in the Accommodation is being made by us personally.
- We expect that all of our investors will benefit from reduced dilution as a result of our restricted stock grant cancellations.
- Each of us will continue to own a significant interest in the Company.

Although we founded Rexford twelve years ago, our recent IPO has catalyzed our ability to achieve our long-term growth objectives focused on infill Southern California. We are committed to creating value at Rexford for the long haul and have never been more excited about our company's business prospects."

The Company has incurred costs of \$235,000 during the three months ended September 30, 2013 associated with implementing the Accommodation. The Company expects to incur additional costs in the fourth quarter ending December 31, 2013.

For additional information, please see the Company's form 8-K that will be filed shortly with the Securities and Exchange Commission.

About Rexford Industrial:

Rexford Industrial is a real estate investment trust that specializes in acquiring, owning and operating industrial properties in Southern California infill markets. The Company owns interests in 61 properties with approximately 6.7 million rentable square feet and manages an additional 20 properties with approximately 1.2 million rentable square feet.

For additional information, visit www.rexfordindustrial.com.

Forward Looking Statements:

This press release may contain forward-looking statements within the meaning of the federal securities laws, which are based on current expectations, forecasts and assumptions that involve risks and uncertainties that could cause actual outcomes and results to differ materially. Forward-looking statements relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. In some cases, you can identify forward-looking statements by the use of forward-looking terminology such as “may,” “will,” “should,” “expects,” “intends,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” or “potential” or the negative of these words and phrases or similar words or phrases which are predictions of or indicate future events or trends and which do not relate solely to historical matters. While forward-looking statements reflect the Company’s good faith beliefs, assumptions and expectations, they are not guarantees of future performance. For a further discussion of these and other factors that could cause the Company’s future results to differ materially from any forward-looking statements, see the section entitled “Cautionary Note Regarding Forward-Looking Statements” in the Company’s prospectus for its recently completed IPO and other risks described in documents subsequently filed by the Company from time to time with the Securities and Exchange Commission. The Company disclaims any obligation to publicly update or revise any forward-looking statement to reflect changes in underlying assumptions or factors, of new information, data or methods, future events or other changes.

Contact:

Investor Relations:

Stephen Swett or Rodny Nacier

424 256 2153 ext 401

investorrelations@rexfordindustrial.com

TRANSFER AGREEMENT

This Transfer Agreement (the “**Agreement**”) is made by and among (“**Investor**”), on the one hand, and Rexford Industrial Realty, Inc. (“**Rexford**”), on the other hand, and shall be effective as of the date set forth on the signature page.

WHEREAS, Investor was an investor in one or more of Rexford Industrial Fund I, LLC, Rexford Industrial Fund II, LLC, Rexford Industrial Fund III, LLC, Rexford Industrial Fund IV, LLC, Rexford Industrial Fund V, LP, and Rexford Industrial Fund V REIT, LLC and/or certain other entities which transferred property interests to Rexford in the formation transactions (collectively, the “**Rexford Entities**”) during the period of time at or preceding the closing of Rexford’s initial public offering of common stock on July 24, 2013, and Investor and Rexford desire to memorialize this agreement with respect to that investment.

NOW, THEREFORE, for good and sufficient consideration, the receipt and adequacy of which are mutually acknowledged, and intending to be legally bound, Investor and Rexford agree as follows:

1. Rexford shall or shall cause the transfer to Investor of [(i)[] units of limited partnership in Rexford Industrial Realty, L.P., together with any distributions paid thereon since July 24, 2013][and (ii) [] shares of Rexford common stock together with any dividends paid thereon since July 24, 2013][OR FOR UNACCREDITED INVESTORS: \$[] by check] ([collectively,] the “**Consideration**”), within ten (10) business days after either (a) the execution of a settlement agreement substantially similar to this Agreement by persons and/or entities who hold two-thirds (66.7%) of the capital commitments in each of the Rexford Entities during the period of time at or preceding July 24, 2013, or (b) the adoption by the board of directors of Rexford (the “**Board**”) of a resolution reducing the two-thirds condition in paragraph 1(a) for one or more of the Rexford Entities. In the event that neither of the condition in paragraphs 1(a) nor the revised condition adopted by the Board as provided in paragraph 1(b) is satisfied prior to October 30, 2013, which deadline the Board may by resolution extend on one or more occasions up to November 30, 2013 (the period from the Agreement Date to such date, the “**Conditional Termination Period**”), this Agreement shall be null and void, and Rexford will have no obligation to transfer the Consideration to Investor and Investor will not be bound by the release and other provisions of this Agreement. For the avoidance of doubt, the parties agree that this Agreement is valid, binding, and enforceable through the Conditional Termination Period, and will continue to be valid, binding, and enforceable thereafter if either of the conditions in paragraphs 1(a) and 1(b) has been satisfied during the Conditional Termination Period.
2. Subject to satisfaction of conditions in paragraph 1, the Investor Releasing Parties hereby release and forever discharge the Rexford Released Parties from the Investor Released Claims. The Investor Releasing Parties hereby agree that they shall not, hereafter, lay claim, sue, or seek to establish liability against any Rexford Released Parties, in whole or in part, upon any of the Investor Released Claims. In addition, subject to satisfaction of conditions in paragraph 1, the Rexford Releasing Parties hereby release and forever discharge the Investor Releasing Parties from the Rexford Released Claims. The Rexford Releasing Parties hereby agree that they shall not, hereafter, lay claim, sue, or seek to establish liability against any Investor Releasing Parties, in whole or in part, upon any of the Rexford Released Claims.
3. With respect to each Rexford Entity in which Investor owned a direct or indirect interest, Investor expressly gives all consents (and any consents necessary to authorize the proper parties in interest to give all consents) and waivers that Investor is entitled to give that are necessary or desirable to effectuate the matters contemplated by this Agreement. In addition, Investor agrees that this Agreement shall be deemed to be an amendment (and a consent to an amendment and/or a

consent necessary to authorize a proper party in interest to give consent to an amendment) to the organizational documents of the applicable Rexford Entities in which Investor owns or owned a direct or indirect interest to the extent the terms in or matters contemplated by this Agreement conflict with or otherwise are not expressly contemplated by the terms in the organizational documents of such Rexford Entities, including without limitation, terms with respect to allocations, distributions and the like; provided, for the sake of clarity, that in no event shall this Agreement or any similar agreement signed by other investors provide any person or entity with an interest in any Rexford Entity with a right to receive any consideration unless such person or entity has signed its own Transfer Agreement.

4. In addition to the provisions of paragraph 2, subject to satisfaction of conditions in paragraph 1, the Investor Releasing Parties, with respect to the Investor Released Claims, and the Rexford Releasing Parties, with respect to the Rexford Released Claims, expressly waive and release any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

With full awareness and understanding of the above provisions, the Investor Releasing Parties and the Rexford Releasing Parties hereby waive any rights they may have under Section 1542, as well as under any other statutes or common law principles of similar effect.

5. Investor warrants that it has not assigned or transferred to any person or entity any right to recovery for any claim or potential claim that otherwise would be released under this Agreement.
6. This Agreement shall not be construed as or deemed to be evidence of any admission of liability or wrongdoing on the part of Rexford or any admission on the part of Investor of any lack of merit to its potential claims against Rexford, and shall not be offered or accepted as evidence of such in any litigation, arbitration, or other proceeding between or among Investor and Rexford or in any other litigation, arbitration or proceeding; provided, however, that nothing contained herein shall preclude use of this Agreement in any proceeding to enforce this Agreement.
7. This Agreement shall be effective against and binding upon, and inure to the benefit of, the Releasing Parties and the Released Parties. Nothing in this Agreement is intended or shall be construed to give any person, other than the Releasing Parties and the Released Parties, any legal or equitable right, remedy, or claim under or in respect of this Agreement and any conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Releasing Parties and the Released Parties, and for the benefit of no other person or persons.
8. This Agreement may not be modified in any respect except in writing executed by duly authorized representatives of all the parties hereto or by counsel on their behalf.
9. All terms of this Agreement, and any non-contractual obligations arising out of or in relation to it, shall be governed by and interpreted according to the substantive laws of the state of California without regard to its choice of law and conflict of laws principles.

10. Investor and Rexford hereby irrevocably submit to the jurisdiction of the Superior Court of California, County of Los Angeles, for any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of this Agreement.
11. If any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of its remaining provisions shall in no way be impaired thereby, and such remaining provisions shall continue to be valid, binding, and enforceable.
12. The parties acknowledge that each party has had the opportunity to review this Agreement with the advice of counsel and their tax advisor. The parties state that they have carefully read this Agreement, noted its contents, and signed the Agreement as their free and voluntary act. None of the parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter thereof.
13. This Agreement, together with that certain Non-Disclosure Agreement by and between the parties to this Agreement, constitute the entire agreement and understanding among Investor and Rexford pertaining to the settlement of the claims settled herein and supersedes any and all other communications, negotiations, and agreements among them pertaining to the subject matter hereof. Each of the parties acknowledges that, in entering into this Agreement, it has not relied on any oral or written representation or warranty, or any legal or tax advice, or any pre-contractual promise or assurance, including those made by Rexford or its advisors or any reference to any named investor in the letter accompanying this Agreement or any related communication, and waives all rights and remedies that might otherwise be available to it in respect of any such other oral or written representation or warranty, or pre-contractual promise or assurance.
14. The parties to this Agreement agree that its terms and conditions are confidential, and further agree not to disclose the terms and conditions of this Agreement, unless (i) directed to do so by subpoena or court order or as otherwise required by law; (ii) all of the signatories to this Agreement agree to permit such disclosure; or (iii) otherwise as permitted by the Non-Disclosure Agreement.
15. Each of the parties hereto acknowledges, having regard to the nature of this settlement, that damages may not be an adequate remedy for any breach of this Agreement and that the remedies of injunction, specific performance, and other equitable relief for any threatened or actual breach of this Agreement shall be available to enforce any obligation herein (in addition to any award of damages that may be made by a court or other judicial authority).
16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
17. This Agreement shall become binding as of the date first written below upon its execution by both Investor and Rexford (the “**Agreement Date**”).
18. Each of Investor and Rexford agrees to treat the transfer of all Consideration (other than any distributions or dividends paid thereon) pursuant to this Agreement, including for income tax purposes (absent a final determination by a taxing authority to the contrary), as an adjustment to the consideration received by Investor effective as of the closing of the roll-up in respect of Investor’s interests in the applicable Rexford Entities. Each of Investor and Rexford agrees to treat the transfer of all distributions or dividends paid on the Consideration pursuant to this Agreement, including for income tax purposes (absent a final determination by a taxing authority to the contrary), as received by Investor at the time such dividends or distributions were paid (including to any escrow holder) by Rexford or its operating partnership, as applicable.

19. Any decision to waive or reduce the thresholds in any of the conditions in paragraph 1(a), or to extend the Conditional Termination Period in accordance with paragraph 1, will be determined by the board of directors of Rexford in its sole and absolute discretion. For purposes of determining the Consideration under this Agreement, shares of Rexford common stock and units of limited partnership in Rexford Industrial Realty, L.P. will be valued at the initial public offering price per share of \$14.00.
20. The following definitions shall apply to this Agreement (i) “**Investor Releasing Parties**” shall mean Investor and its past and present parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, employees, agents and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, assigns, and legal representatives of each of the foregoing); (ii) “**Rexford Released Parties**” shall mean Rexford, the Rexford Entities, Rexford Industrial, LLC, Rexford Sponsor V LLC, Rexford Fund V Manager LLC, the Named Rexford Investors, and each of its and/or their past and present parents, subsidiaries, divisions, affiliates, managers, members, general partners, limited partners, stockholders, officers, directors, employees, agents and the legal, accounting, financial, underwriting and other representatives and advisors of all of the foregoing (and the predecessors, heirs, executors, administrators, successors and assigns, and legal representatives of each of the foregoing); (iii) “**Rexford Releasing Parties**” shall mean Rexford and each of its subsidiaries and predecessors, and each of Howard Schwimmer, Michael S. Frankel and Richard Ziman individually and on behalf of each of their respective affiliates; (iv) “**Rexford Released Claims**” shall mean any and all claims, causes of action, damages, and liabilities of any nature whatsoever arising on or prior to the Agreement Date of this Agreement regarding Investor’s investment in the Rexford Entities, whether known or unknown, suspected or unsuspected, in law or equity, that the Rexford Releasing Parties, in any capacity ever had, now have, or hereafter can, shall, or may have, in any jurisdiction or country, under, related to, or based directly or indirectly on any international, national, federal, state or local law or regulation or common law, whether secured, proprietary, priority, by way of contribution or subrogation or joint and several liability, or otherwise; (v) “**Investor Released Claims**” shall mean any and all claims, causes of action, damages, and liabilities of any nature whatsoever arising on or prior to the Agreement Date of this Agreement regarding Investor’s investment in the Rexford Entities, whether known or unknown, suspected or unsuspected, in law or equity, that the Releasing Parties, whether or not they make a claim upon the Consideration, in any capacity ever had, now have, or hereafter can, shall, or may have, in any jurisdiction or country, under, related to, or based directly or indirectly on any international, national, federal, state or local law or regulation or common law, whether secured, proprietary, priority, by way of contribution or subrogation or joint and several liability, or otherwise; and (vi) “**Named Rexford Investors**” shall mean those investors listed in the letter distributed to Investor on or around October 9, 2013.

[Signature Page Follows]

IN WITNESS WHEREOF, the signatories have read and understood this Agreement, have executed it, represent that the undersigned are authorized to execute this Agreement on behalf of the represented parties, have agreed to be bound by its terms, and have entered into this Agreement as of _____, 2013.

Investor _____ Rexford Industrial Realty, Inc.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Conditional Opt-Out (check the box if you wish to make the election described below):

Notwithstanding the foregoing, if the Board lowers the threshold in paragraph 1(a) pursuant to the exercise of its discretion to do so in paragraph 1(b) such that this Agreement would be effective with participation by investors representing less than 50.1% of the aggregated capital commitments in all Rexford Entities, then:

- I elect to participate only if investors representing at least 50.1% of the aggregated capital commitments in all Rexford Entities participates. I acknowledge that, by making this election, I will receive no Consideration unless investors with such percentage of capital commitments elect to participate.