

## Exhibit A

\_\_\_\_\_, 2010

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Re: \_\_\_\_\_ (the "Property")

Dear \_\_\_\_\_:

In conjunction with the proposed transaction between ProLogis (or its affiliate) and \_\_\_\_\_ ("Purchaser") for the acquisition of the Property, we will permit Purchaser to enter the Property for the purpose of making non-invasive inspections of the Property at Purchaser's sole risk, cost and expense (collectively, "Inspections") prior to agreeing on the terms of a formal purchase and sale agreement.

Before any such entry, Purchaser shall provide ProLogis with a certificate of insurance naming ProLogis (or its affiliate) as an additional insured and with an insurer and insurance limits and coverage reasonably satisfactory to ProLogis. All such entries upon the Property shall be at reasonable times during normal business hours and after at least 48 hours prior notice to ProLogis or ProLogis's agent, and ProLogis or ProLogis's agent shall have the right to accompany Purchaser during any Inspections performed by Purchaser on the Property. Purchaser shall not disturb the tenants on the Property or on any adjacent property owned by ProLogis ("Adjacent Tenants"), and Purchaser's Inspections shall be subject to the rights of tenants and Adjacent Tenants under their leases. At ProLogis's request, Purchaser shall provide ProLogis with a copy of the results of any Inspections made by Purchaser, excluding only market and economic feasibility studies. If any Inspections disturb the Property, Purchaser will restore the Property to the same condition as existed before the Inspections. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the financial limits therein, Purchaser shall defend, indemnify ProLogis and hold ProLogis, ProLogis's trustees, officers, tenants, agents, contractors and employees and the Property harmless from and against any and all losses, costs, damages, claims or liabilities, including but not limited to, mechanic's and materialmen's liens, claims of tenants and Adjacent Tenants and ProLogis's attorneys' fees, arising out of or in connection with Purchaser's Inspections of the Property as allowed herein.

The Inspections may include a non-invasive Phase I environmental inspection of the Property, but no Phase II environmental inspection or other invasive inspection or sampling of soil or materials, including, without limitation, construction materials, either as part of the Phase I inspection or any other inspection, shall be performed without the prior written consent of ProLogis, which may be withheld in its sole and absolute discretion, and if consented to by ProLogis, the proposed scope of work and the party who will perform the work shall be subject to ProLogis's review and approval. Purchaser shall deliver to ProLogis copies of any Phase II or other environmental report to which ProLogis consents as provided above.

ProLogis may terminate Purchaser's right of access at any time by providing written notice of such termination and, in any event, if it is clear that we will not reach an agreement on the terms of our purchase and sale for the Property, Purchaser shall cease all Inspections.

Please execute a counterpart copy of this letter to acknowledge your agreement to the terms set forth herein, fax a copy to me and return one originally executed copy to me.

If you have any questions, please call me at (303) 567-5186.

Very truly yours,

PROLOGIS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGED AND AGREED  
this \_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM <sup>two</sup>

*Linda Cheng*  
CITY ATTORNEY