



5710 Bull Run Dr.  
Columbia, MO 65201  
March 5, 2026

**RE: 1000 Walnut Ave, Pomona, CA 91766 | Offer To Purchase**

This Letter of Intent (hereinafter "Letter") sets forth the general terms and conditions upon which EquipmentShare.com Inc (as "Buyer") or on behalf of an entity formed or to be formed, is willing and prepared to purchase from Exeter 1000 Walnut LLC (the "Seller") the property described below. Subject to the signing and delivery by the Seller and Buyer of a definitive agreement of purchase and sale (the "Purchase Agreement") in form and substance mutually satisfactory to both Buyer and Seller, incorporating the following terms:

<b>PROPERTY:</b>	The site which is the subject of this Letter and which is hereinafter referred to as the "Property" consists of approximately 4.27 +/- acres, plus building(s) located as part of <u>1000 Walnut Ave, Pomona, CA 91766</u> which is shown and crosshatched on the to be attached Exhibit "A" The property includes all the improvements, personal property, and related rights and interests of the Seller. Buyer understands that Seller is the fee owner of the Property and that the Property is not subject to any third party rights, such as a lease, option to purchase, right of first refusal, etc.
<b>SELLER:</b>	Exeter 1000 Walnut LLC
	delivered to the Fidelity National Title Insurance Company (Kelli Vos), as Escrow Agent, within 3 business days of execution of the formal Purchase Agreement as hereinafter defined. The Earnest Money will be held and disbursed by the Escrow Agent in accordance with the terms and conditions of the Purchase Agreement.
<b>CONDITIONS OF PURCHASE:</b>	The Buyer will have Forty-Five (45) days (the "Inspection Period") after the mutual execution of the Purchase Agreement to review matters of title, review survey, review environmental reports, inspect the physical condition of the Property, title inspections and conduct other such customary, non-invasive due diligence as the Buyer determines.. If the Buyer is not satisfied with its due diligence for any reason or no reason, the Buyer shall be permitted to terminate the Purchase Agreement during the Inspection Period, and the Earnest Money will be returned to Buyer. If Buyer does not terminate the Purchase Agreement prior to the end of the Inspection Period, the Earnest Money will become non-refundable.

	<p>In the event of Seller's default, Buyer shall be entitled to various remedies, including specific performance or the right to (i) the return of the Earnest Money and (ii) reimbursement of its actual, documented, out-of-pocket expenses in an amount [REDACTED]</p>
<p><b>TITLE:</b></p>	<p>Buyer shall order a commitment for title insurance from Escrow Agent with copies of all reported documents affecting the property included for Buyer and Seller to review. Buyer shall pay for the cost of the title commitment. Buyer shall pay for owner's title policy and any endorsements, if requested by Buyer.</p>
<p><b>SURVEY:</b></p>	<p>If Seller has an existing topographical or other survey in Seller's possession , Seller will provide to Buyer within three (3) days of the commencement of the Inspection Period..</p>
<p><b>SELLER'S RESPONSIBILITIES, REPRESENTATIONS, AND WARRANTIES:</b></p>	<p>Within three (3) days of the commencement of the Inspection Period. Seller will provide the following to Buyer (if in Seller's possession):</p> <ol style="list-style-type: none"> <li>1. Most recent environmental reports, CC&amp;R's, REA's</li> <li>2. Copy of existing title policy.</li> </ol> <p>In addition, Seller will make customary representations and warranties, as further defined in the Purchase Agreement.</p>
<p><b>ENVIRONMENTAL:</b></p>	<p>Seller shall warrant to the Seller's actual knowledge it has not received notices of any violations of any environmental laws which remain uncured.</p>
<p><b>ACCESS TO PROPERTY:</b></p>	<p>Upon the commencement of the Inspection Period, Buyer and its Agents, Engineers, Consultants and Representatives (collectively, "Buyer's Agents") shall have the right to enter upon the Property, with no less than 24 hours prior written notice given to the Seller, for the purpose of performing customary, non-invasive inspections and tests of the Property, including investigations with regard to zoning, building code and other legal requirements. Buyer will protect Seller against any damage to person or property resulting from its access to the Property, as further defined in the Purchase Agreement.</p>
<p><b>CLOSING:</b></p>	<p>The Closing shall be fifteen (15) days after the expiration of the Inspection Period. The closing and settlement shall be conducted by and through Escrow Agent. Seller shall pay for: [REDACTED]</p>
<p><b>CONFIDENTIALITY:</b></p>	<p>In the event that Seller is compelled, requested or required (orally or in writing) by a regulatory authority, law, regulation, rule, judicial order, oral questions, requests for information or documents, interrogatories, subpoena, court order, deposition, administrative proceeding, inspection, audit, civil investigative demand, formal or informal investigation by any government authority or agency or other similar legal process to disclose any Confidential Information</p>

	<p>that it received from Buyer, Seller shall provide to Buyer, in writing, prompt notice prior to any disclosure (if legally permissible and practicable) of any such request or requirement so that Buyer may, at its own cost, intervene and seek an appropriate protective order or other remedy.</p> <p>All information, studies and reports relating to the Property obtained by Buyer, either by the observations and examinations of Buyer's Agents, or disclosed to Buyer or Buyer's Agents by Seller, shall remain strictly confidential, and shall not be disclosed to anyone other than Buyer, Buyer's Agents or Buyers prospective investors or lenders directly involved in the purchase of the Property and shall be used by Buyer solely to evaluate the purchase of the Property or to arrange financing in connection with the purchase of the Property</p>
<p><b>AUTHORITY TO EXECUTE:</b></p>	<p>Buyer and Seller represent and warrant to each other that they have full right, power and authority to enter into this Letter without the consent or approval of any other entity or person and each of them makes these representations knowing that the other party will rely thereon.</p>
<p><b>PURCHASE AGREEMENT:</b></p>	<p>The Seller and Buyer agree to negotiate in good faith to enter into a Purchase Agreement consistent with the terms and conditions of this Letter as soon as is reasonably possible, [REDACTED] ("Exclusive Dealing Period") after the mutual acceptance hereof. This agreement to negotiate in good faith, and the Exclusive Dealing Period set forth above, will be binding on the Seller, even though the obligation of the Seller and Buyer to consummate the transaction contemplated by this Letter is non-binding and subject to entering into a Purchase Agreement in form and substance mutually satisfactory to Seller and Buyer. The Seller shall deliver a form of Purchase Agreement to Buyer for Buyer's review. The terms and conditions of the Purchase Agreement will be consistent with this Letter.</p> <p>The Seller and its principal shareholders or Partners, employees, agents and representatives will not initiate discussions or negotiations with any third parties relating to the sale of the Property in whole or in part; and will not enter into agreement with respect thereto with any third party after the Purchase Agreement is fully executed until such time as the Purchase Agreement is terminated.</p>
<p><b>ASSIGNMENT:</b></p>	<p>At or prior to Closing, the Buyer shall have the right to assign its rights under the Purchase Agreement. To be further defined in the Purchase Agreement.</p>
<p><b>BROKER:</b></p>	<p>Steve Sprenger is the Seller's Broker to this transaction. Steffan Morris, of Lee and Associates – Irvine, is the Buyer's broker to this transaction. Buyer and Seller agree to hold each other harmless from any fees or commissions which may be due a party or representative who may represent Buyer or Seller in some capacity other than as the named Seller's Broker herein. At Closing, Seller shall pay all commissions due to both the Buyers and Seller brokers, in accordance with a separate commission agreement.</p>

<b>DISCLAIMER:</b>	<p>This Letter does not constitute an offer, acceptance, or binding contract and is not intended as a final expression of any agreement of the parties. No contract, written agreement, modification or amendment shall exist or be binding on either party unless expressed in a formal written Purchase Agreement that has been executed and delivered by both Seller and Buyer. Neither Seller nor Buyer may claim any legal rights against the other by reason of the signing of this Letter or by taking any action in reliance thereon. Neither the expenditure of funds by either party, nor commitments made, nor actions taken to implement any of the concepts in this Letter (or the subsequent negotiations following this Letter) shall be regarded as partial performance of this Letter or otherwise alter or modify the provisions of this Disclaimer.</p>
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This letter is not meant to be contractual in nature, but merely an outline of the terms and conditions executed by both parties under which Buyer proposes to purchase the Property nothing contained herein shall be binding upon either party until a Purchase Agreement is executed by both parties.

If the Seller is interested in selling the Property based on the terms described in this Letter, please countersign in the space provided below. This Letter may be executed in one or more counterparts (including a facsimile), each of which shall be an original and all of which shall constitute one and the same instrument.

BUYER  
Equipmentsshare.com Inc

3/5/2026

By:  \_\_\_\_\_  
DocuSigned by:  
Caleb Luskman  
7321402838070430

Title: Director of Real Estate Acquisitions and Leases

SELLER  
Exeter Walnut 1000 LLC

By:  \_\_\_\_\_  
Title Authorized Signatory

Accepted and Agreed by Seller on the \_\_\_\_\_ day of \_\_\_\_\_, 2026

**Exhibit A**

