

BROKER CONFIDENTIALITY AGREEMENT | 11081 CHERRY AVENUE

We, the undersigned prospective purchaser ("Purchaser") and the undersigned broker ("Purchaser's Broker"), request that Jones Lang LaSalle Americas, Inc. ("JLL"), as exclusive agent to Ownership, submit information to us regarding the Property known as **Cherry Ave IOS & Truck Terminal** located at: 11081 Cherry Avenue, Fontana, CA (the "Property") in connection with Purchaser's proposed offer to purchase the Property (the "Transaction") from **PSIP CHERRY AVENUE, L.P.**, (the "Ownership"). We acknowledge that Ownership reserves the right at any time, for any reason or for no reason, to reject any and all offers for the purchase of the Property. We further acknowledge that neither Ownership nor JLL assume any responsibility for the accuracy or completeness of the information contained in any offering materials for the Property and that the offering of the Property and any proposed Transaction with respect thereto is subject to withdrawal, revocation, alteration or change by Ownership at any time without obligation of any kind to us as prospective Purchaser or to Purchaser's Broker.

The Purchaser agrees that if they, their agents, representatives, or employees, and Purchaser's Broker (collectively, the "Reviewing Entity") commits a breach of any of the provisions of this Confidentiality Agreement, Ownership shall have the right and remedy to institute proceedings to obtain immediate injunctive relief for any breach or threatened breach hereof, it being hereby acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to Ownership and its affiliates and that money damages alone will not provide an adequate remedy to Ownership and its affiliates. Nothing herein shall be construed to limit any other remedy available to Ownership.

We understand that all information you supply us concerning the Property or the Transaction, whether furnished before or after the date hereof, whether oral or written, and regardless of the way it is furnished, is confidential and we agree to keep all such information confidential and not disclose, reveal, copy, or distribute it to anyone without prior written consent of Ownership or JLL. Each of Purchaser and Purchaser's Broker shall cause any of its employees, directors, officers, affiliates, agents, advisors or any other individuals or entities who receive such information to observe the obligations of the Confidentiality Agreement. Upon request, we will promptly return all information that Ownership or JLL have furnished to us.

Purchaser represents that Purchaser's Broker is the only real estate broker (other than JLL) involved in any way in the purchase and sale of the Property or that has been retained by any Reviewing Entity, and Ownership shall not be obligated to pay any fees or commissions to Purchaser's Broker or any other advisor, broker, or representative except for JLL. Purchaser shall indemnify Ownership for any liability, damages, fees, commissions, settlement payment, costs or expenses (including, without limitation, legal fees incurred in defending any claim or action and/or in enforcing this indemnity) arising out of or relating to any breach of the foregoing representation and shall be solely responsible for all brokerage commissions, finders' fees and other compensation payable to Purchaser's Broker or any other broker, finder, representative or other person retained by any Reviewing Entity and/or with which any Reviewing Entity has dealt in connection with a proposed transaction concerning the Property.

Purchaser: AGREED and ACCEPTED this _____ day of _____, 2024.

Purchaser's Broker: AGREED and ACCEPTED this _____ day of _____, 2024.

Signature: _____
Print Name: _____
Title: _____
Company: _____
Address: _____
Ste/Floor _____
City/St/Zip _____
Phone: _____
Fax: _____
E-Mail _____

Signature: _____
Print Name: _____
Title: _____
Broker (entity): _____
Address: _____
Ste/Floor _____
City/St/Zip _____
Phone: _____
Fax: _____
E-Mail _____

Please email executed confidentiality agreement to the attention of Courtney Webb at courtney.webb@jll.com