THIS DEED is dated 16 June 2025

PARTIES

(1) **BLACKSTONE REAL ESTATE SERVICES LLC**, a limited liability company organised under the laws of Delaware having its principal address at c/o Intertrust Corporate Services Delaware Ltd, 200 Bellevue Parkway, Suite 201, Bellevue Park Corporate Center, Wilmington, Delaware 198092023 ('**Blackstone**'); and

(2) **WAREHOUSE REIT PLC**, a company incorporated in England and Wales whose registered address is 19th Floor 51 Lime Street, London, United Kingdom, EC3M 7DQ (the '**Company**'),

each a **'Party'** and together the **'Parties'**.

BACKGROUND

(A) The Parties entered into the NDA dated 30 March 2025 in connection with the possible cash offer for the entire issued share capital of the Company by Blackstone (or through an entity controlled by it) (the '**Offer**').

(B) The Parties have agreed to amend the NDA as set out in this Deed.

THE PARTIES agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

'NDA' means the non-disclosure agreement dated 30 March 2025 entered into between Blackstone and the Company in relation to the confidential information being made available to Blackstone by the Company.

1.2 Words and expressions defined in the NDA shall have the same meanings when used in this Deed unless the context requires otherwise.

1.3 The principles of construction and rules of interpretation as set out in the NDA shall have effect as though they were set out in full in this Deed *mutatis mutandis*.

1.4 In this Deed, any reference to a clause is, unless expressed otherwise or the context otherwise requires, a reference to a clause of this Deed.

2 AMENDMENT TO THE NDA

2.1 The NDA shall be amended by the inclusion of a new paragraph 10:

"**10 FINANCE PROVIDERS**

10.1 You undertake that for the purposes of the Offer, you will not enter into any exclusive arrangement or agreement with any bank or other financial institution regarding the provision of debt finance or banking facilities for the Offer, without the Company's prior written consent.

10.2 Without prejudice to paragraph 10.1 above, in respect of any exclusive arrangement or agreement you enter into for the purposes of the Offer with any bank or other financial institution regarding the provision of debt finance or banking facilities for the Offer, in the event that the Offer terminates (other than where the Offer is being switched to a takeover offer or a new, revised or replacement scheme has been announced), you undertake to immediately release any bank or financial institution from any such exclusive arrangement."

2.2 The existing paragraph numbers 10 and 11 of the NDA shall be amended accordingly.

3 CONTINUITY

The provisions of the NDA shall, as amended by this Deed, continue in full force and effect, and shall be read and construed as one document with this Deed.

4 SEVERABILITY

Each of the provisions of this Deed is severable and distinct from one another and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5 GOVERNING LAW AND JURISDICTION

5.1 This Deed and any dispute or claim (whether contractual or otherwise) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England, and the parties shall submit to the exclusive jurisdiction of the courts of England and Wales in relation to any such disputes or claims.

5.2 Each party irrevocably waives any objection it might have to the courts of England and Wales being nominated as the forum to hear and decide any proceedings brought before it and to settle any dispute which may arise out of or in any way in connection with this Deed and agrees not to claim that the courts of England and Wales are not a convenient or appropriate forum for these purposes.

IN WITNESS WHEREOF this Deed has been duly executed and delivered by each of the Parties as a deed on the day and year first above written.

(*execution page follows below*)

EXECUTED AND DELIVERED AS A DEED by **BLACKSTONE REAL ESTATE SERVICES LLC** acting by....Michael Swank..... being a person who is duly authorised to execute this document on its behalf as a deed under the laws of its place of incorporation

[redacted].....

[*remainder of this page intentionally left blank*]

EXECUTED AS A DEED)
by **WAREHOUSE REIT PLC** and signed on its)
behalf by a director in the presence of:) [redacted]________

Director

[redacted]

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