JPMORGAN CHASE BANK, N.A.
270 Park Avenue
New York, New York 10017

August 4, 2026

Prologis, L.P.
Pier 1, Bay 1
San Francisco, California 94111
Attention: Tracy Patel

Project Ringo
Term Loan Facility
Fee and Syndication Letter

Ladies and Gentlemen:

Reference is made to the Term Loan Agreement dated the date hereof (as amended, extended, supplemented, amended and restated or otherwise modified from time to time, the "Term Loan Agreement", and the term loan facility made available thereunder, the "Term Loan Facility"), by and among Prologis, L.P., a Delaware limited partnership (the "Borrower" or "you"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A. ("JPMorgan"), as administrative agent and initial lender (in such capacity, the "Initial Lender"). You have advised JPMorgan that you intend to consummate the Ringo Acquisition and the other Transactions described in the Term Loan Agreement. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Term Loan Agreement. This letter agreement (this "Fee and Syndication Letter") is one of the Fee Letters referred to in the Term Loan Agreement.

1. Titles and Roles.

JPMorgan is pleased to confirm its agreement to act, and you hereby appoint JPMorgan to act, as the sole lead arranger and sole bookrunner (acting in such capacities, the "Arranger" and together with the Initial Lender, collectively, the "Initial Financing Parties", "we" or "us") with respect to the Commitments and the Loans under the Term Loan Agreement (the "Term Loan Facility"). JPMorgan is pleased to confirm its agreement to act, and you hereby appoint JPMorgan to act as administrative agent (the "Administrative Agent") for the Term Loan Facility. You agree that no other agents, co-agents, lead arrangers, arrangers, lead bookrunners or bookrunners will be appointed, no other titles will be awarded and no compensation will be paid in connection with the Term Loan Facility, unless you and we shall agree. It is understood that JPMorgan will have "lead left" placement in all marketing materials and other documentation used in connection with the Term Loan Agreement; provided that the Borrower agrees that JPMorgan may perform its responsibilities hereunder through its affiliates, including J.P. Morgan Securities LLC.

2. Syndication.

JPMorgan reserves the right, on or after the execution of the Term Loan Agreement, to syndicate all or a portion of the Term Loan Facility (including all or part of JPMorgan's commitment) to one or more other financial institutions approved by you (following the expiry of the Certain Funds Period, such approval not to be unreasonably withheld or delayed) that will become parties to the Term Loan Agreement pursuant to a syndication to be managed by JPMorgan (the financial institutions becoming parties to the Term Loan Agreement being collectively referred to herein as the "Lenders"). The selection of the Lenders shall be made jointly by JPMorgan and the Borrower in accordance with the syndication plan for the Term Loan Facility agreed to by the Borrower and JPMorgan prior to the date hereof (the "Syndication Plan"); provided that, following the end of the Certain Funds Period, any assignments of Commitments shall be in accordance with Section 14.6 of the Term Loan Agreement.

If requested by JPMorgan during the period commencing on the date hereof until the earliest of (a) the completion of the Successful Syndication, (b) the termination of the syndication as determined by the Arranger and (c) the date that is 60 days after the closing date of the Ringo Acquisition (such earliest date, the "Syndication Date"), you agree to actively assist JPMorgan to achieve a syndication of the Term Loan Facility that is reasonably acceptable to JPMorgan and you. Such assistance will include, without limitation (i) making senior management and representatives of the Borrower available to participate in information meetings with potential Lenders and rating agencies at such reasonable times and places and upon reasonable notice as JPMorgan may reasonably request and consented to by you (such consent not to be unreasonably withheld, conditioned or delayed), (ii) using the Borrower's commercially reasonable efforts to ensure that the syndication efforts benefit from the Borrower's and its subsidiaries' existing lending relationships, (iii) assisting (including using your commercially reasonable efforts to cause your affiliates and advisors to assist) in the preparation of a confidential information memorandum for the Term Loan Facility in form and substance customary for transactions of this type and otherwise reasonably satisfactory to the Arranger and other customary marketing and rating agency materials to be used in connection with the syndication of the Term Loan Facility, (iv) promptly providing JPMorgan upon reasonable request with all other information reasonably deemed necessary by it to successfully complete the syndication of the Term Loan Facility and (v) ensuring you and your affiliates will not, without the prior written consent of JPMorgan, syndicate or issue any bank debt facility of you or your affiliates that would reasonably be expected to materially impair the syndication of the Term Loan Facility (other than (i) intercompany debt between or among the Borrower and its subsidiaries, (ii) issuances of commercial paper, (iii) borrowings under the Existing Credit Agreements as in effect on the date hereof and (iv) indebtedness of the Borrower or its affiliates incurred to refinance any debt of the Borrower or its affiliates outstanding on the date hereof to the extent so refinanced within 12 months of the stated final maturity thereof, in an aggregate principal amount not to exceed the principal amount so refinanced (plus interest owing thereon and premiums, fees and expenses relating to such refinancing)).

The Borrower acknowledges that (i) JPMorgan may make available any Information and Projections (each such term as defined in Section 3) (collectively, the "Company Materials") to potential Lenders by posting the Company Materials on SyndTrak, the Internet or another similar electronic system (the "Platform") and (ii) certain of the potential Lenders may be public side Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities or the Ringo Entities and their securities) (each, a "Public Lender"). The Borrower agrees that (A) at the request of JPMorgan, it will prepare a version of the information package and presentation to be provided to potential Lenders that does not contain material non-public information concerning the Borrower, the Ringo Entities or their respective securities for purposes of United States federal and state securities laws and foreign laws; (B) all Company Materials that are to be made available to Public Lenders will be clearly and conspicuously marked "PUBLIC", which, at a minimum, will mean that the word "PUBLIC" will appear prominently on the first page thereof; (C) by marking Company Materials "PUBLIC," the Borrower will be deemed to have authorized JPMorgan and the proposed Lenders to treat such Company Materials as not containing any material non-public information (although they may be confidential or proprietary) with respect to the Borrower, the Ringo Entities or their respective securities for purposes of United States federal and state securities laws or foreign law; (D) all Company Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Lender"; and (E) JPMorgan will be entitled to treat any Company Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Lender." The Borrower acknowledges and agrees that the following documents may be distributed to all Lenders (including Public Lenders) (unless the Borrower promptly notifies the Arranger in writing (including by email) within a reasonable time prior to their intended distribution (after you have been given a reasonable opportunity to review such documents) that any such document should only be distributed to prospective private Lenders): (a) drafts and final versions of the Loan Documents; (b) administrative materials prepared by the Arranger for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda), and (c) term sheets and notification of any changes in the terms of the Term Loan Facility.

It is understood that in connection with your assistance described above, you will provide customary authorization letters (in the case of a public-side version of the Company Materials, containing a representation as to the absence of material non-public information therefrom), satisfactory to JPMorgan, authorizing the distribution of the Company Materials to prospective Lenders, which letters shall include a customary "10b-5" representation and exculpate us with respect to any liability related to the use of the contents of the confidential information memorandum or any related marketing material by the recipients thereof.

3. Information.

You hereby represent and warrant that (with respect to Information (as defined below) and Projections (as defined below) relating to Ringo and its subsidiaries prior to the Closing Date, to your knowledge) (i) all written information (other than Projections, forward-looking information and other information of a general economic or industry nature) that has been or will hereafter be made available to JPMorgan, any Lender or any potential Lender by you or any of your representatives in connection with the Transactions (the "Information"), when taken as a whole and when furnished, is and will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements were or are made (giving effect to all supplements and updates provided thereto) and (ii) all financial projections, if any, that have been or will be prepared by you or any of your representatives and made available to JPMorgan, any Lender or any potential Lender (the "Projections") and other forward-looking information have been or will be prepared in good faith based upon assumptions that are or were reasonable as of the date of the preparation of such Projections or such other information (it being understood that the Projections and such other information are as to future events and are not viewed as facts, the Projections and such other information are subject to significant uncertainties and contingencies, many of which are beyond your (and the Ringo Entities') control, and that no assurance can be given that the Projections or forward-looking information will be realized and that actual results during the period or periods covered by any such Projections or forward-looking information may differ significantly from the projected results and such differences may be material). If, at any time from the date hereof until the Syndication Date, any of the representations and warranties in the preceding sentence would not be accurate and complete in any material respect if the Information or Projections were being furnished, and such representations and warranties were being made, at such time, then the Borrower agrees to promptly supplement, or cause to be supplemented, the Information and/or Projections from time to time so that the representations and warranties (prior to the Closing Date, to your knowledge with respect to Information and Projections and forward-looking information relating to the Ringo Entities) contained in this paragraph remain accurate and complete in all material respects under those circumstances. In arranging and syndicating the Term Loan Facility, JPMorgan is relying on the accuracy of the Information furnished to it by or on behalf of the Borrower or any of its representatives without independent verification thereof.

4. Fees.

As consideration for the Arranger's agreements to structure, arrange and syndicate the Term Loan Facility and the Initial Lender's Commitments under the Term Loan Agreement and for the services being provided by the Arranger in assisting the Borrower in evaluating the market for the Term Loan Facility and providing alternative terms and structures for the Term Loan Facility ("Alternatives"), you agree to pay or cause to be paid to the Arranger, the following fees:

(a) a non-refundable structuring fee (the "Structuring Fee") solely for the account of the Arranger, in an amount equal to 7.5 basis points on its (or its respective affiliates') aggregate Commitments on the date hereof, which shall be earned, due and payable on the date hereof; and

(b) non-refundable commitment fees (the "Commitment Fees") for the account of the Arranger (to be allocated among the Lenders (including the Initial Lender) ratably based on their final allocated Commitments pursuant to the syndication thereof) in an aggregate amount equal to:

(i) 5.0 basis points on the aggregate Commitments on the date hereof, which fee shall be earned, due and payable on the date hereof; and

(ii) 5.0 basis points on the aggregate amount of Commitments and Loans outstanding on the Closing Date, which fee shall be earned, due and payable on the Closing Date.

You also agree to pay, or cause to be paid, to the Administrative Agent an annual non-refundable administration fee equal to $50,000 (the "Administrative Agent Fee"), which Administrative Agent Fee shall be earned and payable in quarterly installments in advance, with the first payment thereof being due on the Effective Date and each payment thereafter being due in advance on each three-month anniversary of the Effective Date for so long as the Term Loan Facility is in effect.

The Borrower acknowledges that the Arranger's assistance in evaluating Alternatives will be based on the Arranger's own internal standards for financings of this type, and that Alternatives discussed with the Borrower hereunder will be those which the Arranger would wish to be retained to arrange or provide. Nothing in this Fee and Syndication Letter will be deemed to require the Arranger to represent or otherwise be an advisor to the Borrower or its affiliates or subsidiaries, it being understood that the Borrower shall consult with its own advisors concerning the advisability of any of the Alternatives and shall be responsible for making its own independent investigation and appraisal of any Alternatives, nor will the Arranger undertake any responsibility, fiduciary or otherwise, to the Borrower, its management or its board of directors with respect thereto. The Borrower agrees that it has and will continue to, independently and without reliance upon the Arranger, and based on such documents, analysis and information as it deems appropriate, make its own appraisal and investigation of the proposed Alternatives and will make its own decision to as to the desirability of any Alternatives proposed hereunder by the Arranger. In addition, the Borrower acknowledges that the Arranger does not intend to propose any Alternatives for which the Arranger would not, in the ordinary course of its business, act as an arranger or lender.

In addition, the Lenders (including the Initial Lenders) shall be paid the other fees specified in the Term Loan Agreement. You agree that, once paid, the fees or any part thereof payable hereunder shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by the Term Loan Agreement are consummated. All fees payable hereunder shall be paid in Sterling in immediately available funds and shall be payable without setoff or counterclaim. In addition, all fees payable hereunder shall be paid without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up by you for such amounts to the extent required by Section 7.1 of the Term Loan Agreement. To the extent that the date hereof is not a Business Day, any Structuring Fee and/or Commitment Fee that is due and payable on the date hereof shall instead be due and payable first Business Day following the date hereof.

Notwithstanding anything to the contrary herein, the Arranger shall be permitted to allocate the fees payable to it hereunder for its own account to the Initial Lender and any Lenders, prospective Lenders or participants or to any of its affiliates as it deems appropriate.

5. Market Flex.

At any time on or prior to the Syndication Date, to the extent the Arranger (i) determines in its discretion that such change is advisable to facilitate a Successful Syndication or (ii) reasonably believes that a Successful Syndication is not likely to be achieved by the Closing Date, the Arranger shall be entitled, after consultation with you, to increase the Applicable Margin for Loans under the Term Loan Agreement during each period and at each pricing level by up to [redacted]; provided that at the election of the Arranger, up to [redacted] of such increase may take the form of original issue discount, an increase to any Commitment Fee or payment of upfront fees (with each basis point of upfront fees or Commitment Fee equated to one basis point per annum of interest rates for the purposes of the foregoing calculation). It is understood and agreed that the Arranger may not require any changes pursuant to this Section 5 that would impose additional conditions precedent to, or otherwise expand, the conditions precedent as set forth in the Term Loan Facility (except, for the avoidance of doubt, by increasing fees that are payable as a condition precedent).

For purposes hereof, "Successful Syndication" means a syndication of the Term Loan Facility that results in JPMorgan and its affiliates holding Commitments and Loans under the Term Loan Facility in the aggregate representing not more than [redacted] in respect of the aggregate commitments under the Term Loan Facility.

The Arranger and the Borrower agree to enter into any amendments to the Term Loan Agreement to effect the terms of this Section 5.

6. Indemnification; Limitation of Liability; Expenses.

You will indemnify and hold harmless the Arranger and each Initial Lender and each of their Related Parties (each, an "indemnified person") in accordance with the terms set forth in Section 14.4.2 of the Term Loan Agreement (without giving effect to any modifications, consents, amendments or waivers thereto or any termination thereof).

Whether or not the Acquisition is consummated or the Term Loan Facility is funded, you agree to pay, or reimburse, the expenses of each Initial Financing Party in accordance with the terms set forth in Section 14.4.1 of the Term Loan Agreement (without giving effect to any modifications, consents, amendments or waivers thereto or any termination thereof).

You also agree that none of the Initial Financing Parties and their respective affiliates and controlling persons and the respective officers, directors, employees, partners, agents and representatives of each of the foregoing and their successors and permitted assigns (each, a "**Protected Person**") shall have any liability (whether direct or indirect, in contract or tort or otherwise) to you, the Ringo Entities or any of your or their respective equity holders, subsidiaries, affiliates or creditors or any other Protected Person or any other person or entity related to or arising out of this Fee and Syndication Letter or the performance by an Initial Financing Party of the services contemplated by this Fee and Syndication Letter or in connection with any aspect of the Transactions, except only for direct (as opposed to special, indirect, consequential or punitive) damages determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Protected Person's gross negligence or willful misconduct of this Fee and Syndication Letter.

7. Assignments; Amendments.

This Fee and Syndication Letter may not be assigned by any party hereto without the prior written consent of each other party hereto (not to be unreasonably withheld or delayed) (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of the parties hereto and, except as set forth above in respect of indemnified persons and Protected Persons, is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. Each Initial Financing Party may assign its agreements hereunder, in whole or in part, to (i) any of its affiliates or (ii) any other person subject to the written consent of the Borrower. This Fee and Syndication Letter may be not amended nor any term or provision hereof or thereof waived or otherwise modified except by an instrument in writing signed by each of the parties hereto and any term or provision hereof or thereof may be amended or waived only by a written agreement executed and delivered by all parties hereto.

8. Confidentiality.

This Fee and Syndication Letter is delivered to you on the understanding that neither this Fee and Syndication Letter nor any of its terms or substance shall be disclosed, directly or indirectly, to any other person without our prior written approval (which shall not be unreasonably withheld), except (a) to your and your affiliates' officers, directors, employees, stockholders, partners, members, accountants, attorneys, agents and advisors who are directly involved in the consideration of this matter (including in connection with providing accounting or tax advice to the Borrower and its affiliates) on a confidential basis, (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law or requested by a Governmental Authority (in which case you agree to the extent permitted under applicable law, subpoena, order or legal process to inform us as soon as reasonably practicable thereof), (c) in connection with the exercise of remedies hereunder or any suit, action or proceeding relating to this Fee and Syndication Letter or other agreement contemplated hereby or enforcement hereof, (d) you may disclose the aggregate fee amounts contained herein as part of projections, pro forma information or a generic disclosure of aggregate sources and uses related to aggregate compensation amounts related to the Transactions to the extent customary or required in any marketing materials related to the Term Loan Facility or as required in any public filing relating to the Transactions (which in the case of such public filing may indicate the existence of the Fee and Syndication Letter), (e) as required pursuant to the provisions of the Takeover Code or any guidance or practice statements issued by the Takeover Panel in connection therewith provided, that with respect to this clause (e), you and the Arranger shall consult prior to such disclosure, and (f) this Fee and Syndication Letter (redacted in a manner reasonably satisfactory to the Arranger) may be disclosed to Ringo, its subsidiaries and their officers, directors, employees, affiliates, legal counsel and other legal advisors on a confidential basis in connection with their consideration of the Transactions.

Each Initial Lender will treat as confidential all confidential information provided to it by or on behalf of the Borrower hereunder in accordance with the terms set forth in Section 14.7 of the Term Loan Agreement.

For the avoidance of doubt, nothing in this confidentiality provision shall prohibit any person from voluntarily disclosing or providing any information within the scope of this confidentiality provision to any governmental, regulatory or self-regulatory organization (any such entity, a "Regulatory Authority") to the extent that any such prohibition on disclosure set forth in this confidentiality provision shall be prohibited by the laws or regulations applicable to such Regulatory Authority.

9. Absence of Fiduciary Relationship; Affiliates; Etc.

The Borrower hereby acknowledges that JPMorgan is acting pursuant to a contractual relationship on an arm's length basis, and the parties hereto do not intend that JPMorgan act or be responsible as a fiduciary, advisor or agent to the Borrower, its management, stockholders, creditors or any other person. Each of the Borrower and JPMorgan hereby expressly disclaims any fiduciary, advisory or agency relationship and agrees they are each responsible for making their own independent judgments with respect to any transactions entered into between them. The Borrower agrees that it will not claim that JPMorgan has rendered any fiduciary, advisory or agency services or assert any claim against JPMorgan based on an alleged breach of fiduciary duty by JPMorgan in connection with this Fee and Syndication Letter and the transactions contemplated hereby or assert any claim based on any actual or potential conflict of interest that might be asserted to arise or result from the engagement of JPMorgan or any of its affiliates acting as a financial advisor, fiduciary or agent to the Borrower or any of its affiliates, on the one hand, and the engagement of JPMorgan hereunder and the transactions contemplated hereby, on the other hand. The Borrower also hereby acknowledges that JPMorgan has not advised and is not advising the Borrower as to any legal, accounting, regulatory or tax matters, and that the Borrower is consulting its own advisors concerning such matters to the extent it deems appropriate.

The Borrower understands that JPMorgan and its affiliates (collectively, the "Group") are engaged in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research). Members of the Group and businesses within the Group generally act independently of each other, both for their own account and for the account of clients. Accordingly, there may be situations where parts of the Group and/or their clients either now have or may in the future have interests, or take actions, that may conflict with the Borrower's interests. For example, the Group may, in the ordinary course of business, engage in trading in financial products or undertake other investment businesses for their own account or on behalf of other clients, including without limitation, trading in or holding long, short or derivative positions in securities, loans or other financial products of the Borrower or its affiliates, Ringo or its affiliates or other entities connected with the Term Loan Facility or the Transactions.

As you know, JPMorgan (or its applicable affiliate) has been retained as cash confirmation financial advisor and buy-side financial advisor (in such capacities, the "**Financial Advisor**") in connection with the Acquisition. You agree to such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor and, on the other hand, our and our affiliates' respective relationships with you as described and referred to herein.

You acknowledge that JPMorgan currently is acting as a lender under the Borrower's Existing Credit Agreements, and JPMorgan or its affiliates may currently or in the future hold debt or equity securities or other instruments (including bank loans) in the Borrower, Ringo or any of their respective affiliates, and you and your affiliates' rights and obligations under any other agreement with JPMorgan or any of its affiliates (including the Existing Credit Agreements) that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this Fee and Syndication Letter, and none of such rights and obligations under such other agreements shall be affected by JPMorgan's performance or lack of performance of services hereunder. You further acknowledge that JPMorgan or its affiliates may currently or in the future participate in other debt or equity transactions on behalf of or render financial advisory services to you or other companies that may be involved in a competing transaction. You hereby agree that JPMorgan may render its services under this Fee and Syndication Letter notwithstanding any actual or potential conflict of interest presented by the foregoing, and you hereby waive any conflict of interest claims relating to the relationship between JPMorgan and you and your affiliates in connection with the transactions contemplated hereby, on the one hand, and the exercise by JPMorgan or any of its affiliates of any of their rights and duties under any credit or other agreement (including the Existing Credit Agreements), on the other hand.

In recognition of the foregoing, the Borrower agrees that the Group is not required to restrict its activities as a result of the Term Loan Agreement or this Fee and Syndication Letter and that the Group may undertake any business activity without further consultation with or notification to the Borrower. Neither the Term Loan Agreement or this Fee and Syndication Letter nor the receipt by JPMorgan of confidential information nor any other matter will give rise to any fiduciary, equitable or contractual duties (including without limitation, any duty of trust or confidence) that would prevent or restrict the Group from acting on behalf of other customers or for its own account. Furthermore, the Borrower agrees that neither the Group nor any member or business of the Group is under a duty to disclose to the Borrower or use on behalf of the Borrower any information whatsoever about or derived from those activities or to account for any revenue or profits obtained in connection with such activities. However, consistent with the Group's long-standing policy to hold in confidence the affairs of its customers, the Group will not use confidential information obtained from the Borrower except in connection with its services to, and its relationship with, the Borrower, provided however, that the Group will be free to disclose information in any manner as required by law, regulation, regulatory authority or other applicable judicial or government order or as permitted under Section 3 hereof.

10. Survival.

The compensation, reimbursement, indemnification, confidentiality, syndication, flex, jurisdiction, venue, governing law and waiver of jury trial provisions contained herein shall remain in full force notwithstanding the termination of this Fee and Syndication Letter or the Term Loan Agreement; provided, that the syndication provisions shall survive only until the Syndication Date.

11. Governing Law, Jurisdiction, Waiver of Jury Trial, Etc.

This Fee and Syndication Letter will be subject to the provisions of Sections 14.14 and 14.15 of the Term Loan Agreement, *mutatis mutandis*. This Fee and Syndication Letter and any claim, controversy or dispute arising under or related to this Fee and Syndication Letter will be governed by, and construed in accordance with, the laws of the State of New York.

12. PATRIOT Act.

Each of the Initial Financing Parties hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Patriot Act**") and the requirements of 31 C.F.R. §1010.230 (the "**Beneficial Ownership Regulation**") each Initial Financing Party and each Lender may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow each Initial Financing Party and such Lender to identify the Borrower in accordance with the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and is effective for each Initial Financing Party and each Lender. You hereby acknowledge and agree that we shall be permitted to share any or all such information with each other Lender.

13. Miscellaneous.

The Borrower acknowledges that this Fee and Syndication Letter is neither an express nor an implied commitment by JPMorgan to act in any capacity with respect to the Term Loan Facility and shall not constitute or give rise to any obligation or commitment to provide any financing in connection therewith, which commitment, if any, is only set forth in the Term Loan Agreement. The Borrower acknowledges and agrees that this Fee and Syndication Letter is not a guarantee with respect to the successful outcome for the Term Loan Facility.

This Fee and Syndication Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee and Syndication Letter by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof. This Fee and Syndication Letter and the Term Loan Agreement are the only agreements that have been entered into among the parties hereto with respect to the Term Loan Facility and set forth the entire understanding of the parties with respect thereto and supersede any prior written or oral agreements among the parties hereto with respect to the Term Loan Facility. The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Fee and Syndication Letter (including this Fee and Syndication Letter) and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Arranger, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state law based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, the Arranger is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Arranger pursuant to procedures approved by it.

If the Closing Date has not occurred, this Fee and Syndication Letter shall terminate automatically on the date that is the earlier of (i) you terminating the Term Loan Facility and the commitments thereunder in full and (ii) the Longstop Time. Following the Closing Date, this Fee and Syndication Letter shall terminate automatically on the date on which all Commitments are terminated and all Loans and any other Obligations are satisfied and paid in full.

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Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Initial Financing Parties the enclosed copy of this Fee and Syndication Letter. We look forward to working with you on this transaction.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: [redacted]
Name: [redacted]
Title: [redacted]

PROLOGIS, L.P.,
a Delaware limited partnership

By: PROLOGIS, INC., its general partner

By [redacted]
Name: [redacted]
Title: [redacted]