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STRICTLY PRIVATE AND CONFIDENTIAL

From: SEGRO plc, 1 New Burlington Place, London W1S 2HR United Kingdom ("**SEGRO**", the "**Company**" or "**us**")

To: Prologis, Inc. Pier 1, Bay 1, San Francisco, California 94111 United States ("**Prologis**" or "**you**")

26 July 2026

Dear Sirs

Confidentiality Agreement

We refer to the possible offer for the entire issued and to be issued share capital of SEGRO by Prologis. In consideration of our mutual consideration of the Potential Transaction, we intend to provide each other with Confidential Information on the terms set out in this letter:

1. Interpretation

1.1 In this letter:

"**acting in concert**" has the meaning given to it in the Code;

"**affiliate**" means, in relation to a party, each member of their Group and any person acting in concert with them;

"**Agents**" means, in relation to a party, its or its affiliates' directors, officers, consultants, agents, employees, contractors and professional advisers, provided that the obligations in this letter applicable to Agents shall only apply to those Agents who have received Confidential Information;

"**Code**" means the City Code on Takeovers and Mergers as from time to time amended;

"**Confidential Information**" means all Information relating:

(A) directly or indirectly to the Potential Transaction, including the existence of this letter and of any discussions and negotiations between us and you (or, in each case, our respective Agents), the fact that we have been willing to enter into such discussions and negotiations with you and your prospective interest in the Potential Transaction and/or the transaction contemplated by the Potential Transaction, the fact that we or you have made Information of the type described in sub-paragraph (B) below available to us or you (to the extent that either of us have done so), and the terms and conditions of the Potential Transaction discussed between you and us (or, in each case, our respective Agents); and

(B) to any member of the Disclosing Party's Group including, without limitation, Information relating to the property, assets, business, trading practices, plans, proposals and/or trading prospects of any member of the Disclosing Party's Group disclosed by or acquired in any way (and whether directly or indirectly) from or on behalf of the Disclosing Party or any of the Disclosing Party's Agents to or by the Receiving Party or the Receiving Party's Agents and includes all copies of any such Information and Information prepared by the Receiving Party or the Receiving Party's Agents which contains or otherwise reflects or is generated from such Information,

BUT EXCLUDING:

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(i) all Information that is in, or has (after disclosure to or acquisition by the Receiving Party or the Receiving Party's Agents) entered, the public domain otherwise than as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter;

(ii) Information that has been independently acquired or developed by the Receiving Party or its Agents (without using or referring to Confidential Information);

(iii) in relation to sub-paragraph (A) only, the status of the negotiations between us and you in respect of the Potential Transaction solely in the circumstances where either any of the circumstances in paragraph 8.4(D) of this letter arise or if either you or we have ceased engagement with the other in relation to the Potential Transaction; and

(iv) in relation to sub-paragraph (B) only, all Information that the Receiving Party can reasonably demonstrate (a) was properly and lawfully in it or its Agents' possession prior to the time that it was disclosed by or acquired from the Disclosing Party or any of its Agents or (b) subsequently comes lawfully into it or its Agents' possession from a source other than the Disclosing Party or any of its Agents and not as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter, in each case provided that such Information is not known by the Receiving Party or any of the Receiving Party's Agents to be subject to any other duty of confidentiality owed to the Disclosing Party or any of the Disclosing Party's Agents;

"**control**" (together with its correlative meanings, "**controlled by**" and "**under common control with**") means, with respect to any person or entity, the possession, directly or indirectly, of power to direct or cause the direction of management, business, activities or policies of such person or entity (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise);

"controller" shall have the meaning given to that term or any similar term in Data Protection Law;

"**Data Breach**" means a breach of security affecting the Receiving Party leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data transmitted, stored or otherwise processed;

"**Data Protection Law**" means any applicable data protection and privacy laws, regulations and other similar instruments in any jurisdiction;

"**Disclosing Party**" means, as the context so requires:

(A) SEGRO with respect to all Confidential Information disclosed to Prologis and/or its Agents by SEGRO and/or its Agents hereunder; or

(B) Prologis with respect to all Confidential Information disclosed to SEGRO and/or its Agents by Prologis and/or its Agents hereunder;

"**Finance Provider**" means a provider or prospective provider of finance (including, but not limited to, both debt and equity financing) of Prologis for the primary purpose of the Potential Transaction in respect of whom Prologis has obtained the prior written consent of the Company (such consent not to be unreasonably withheld), provided that: (i) the Company hereby consents to JPMorgan Chase Bank, N.A. being a Finance Provider; and (ii) such consent shall not be needed in connection with any syndication of debt following any announcement of a firm offer under Rule 2.7 of the Code by you or any person acting in concert with you, in each case together with the Agents of such Finance Provider;

"**Group**" means in relation to a party, its group undertakings from time to time (group undertakings having the meaning ascribed to it in section 1161 of the Companies Act 2006);

"**Information**" means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including CD ROM, magnetic and digital form;

"**interest in securities**" has the meaning in the Code;

"**person**" includes a reference to an individual, a body corporate, government body, association or partnership;

"**Personal Data**" means any personal data (as defined under applicable Data Protection Law) that is disclosed by or acquired in any way (and whether directly or indirectly, or before, on or after the date of this letter) from a Disclosing Party or any of the Disclosing Party's Agents and includes all copies of any such personal data prepared by the Receiving Party or any of the Receiving Party's Agents which contains such personal data;

"**Potential Transaction**" means the possible offer by you or by any of your affiliates (including by any entity formed, controlled or owned by you) to acquire the entire issued and to be issued share capital of the Company (other than any share capital already owned by you and your affiliates), whether by a takeover offer or a scheme of arrangement (in each case, as defined in the Companies Act 2006);

"**Receiving Party**" means, as the context so requires:

(A) SEGRO with respect to all Confidential Information disclosed to SEGRO and/or its Agents by Prologis and/or its Agents hereunder; or

(B) Prologis with respect to all Confidential Information disclosed to Prologis and/or its Agents by SEGRO and/or its Agents hereunder;

"Rule 2.7 Announcement" means an announcement under Rule 2.7 of the Code of a firm intention to make an offer to acquire all of the issued and to be issued share capital or other securities of the Company (including by way of scheme of arrangement);

"**Takeover Panel**" means the Panel on Takeovers and Mergers; and

"**UK MAR**" means the Market Abuse Regulation (EU) No 596/2014 in such form as incorporated into the law of England and Wales, Scotland and Northern Ireland by the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced under domestic law from time to time.

2. Confidential Information

2.1 The Receiving Party shall treat and keep all Confidential Information as secret and confidential and shall not, without the Disclosing Party's prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than as provided in this letter.

2.2 The Receiving Party shall ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to its own confidential

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information and in any case no less than reasonable measures and a reasonable degree of care.

2.3 The Receiving Party shall not use any Confidential Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than for the purpose of evaluating, financing, negotiating, advising on or implementing the Potential Transaction.

2.4 The Receiving Party shall not make, or permit or procure to be made, any copies in any form of the Confidential Information except: (i) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter; or (ii) with the Disclosing Party's prior written consent.

3. Exceptions

3.1 The restrictions in sub-paragraph 2.1 do not apply to the disclosure of Confidential Information:

(A) to the Receiving Party's Agents who strictly need to receive and consider such Confidential Information for the purposes of evaluating, negotiating, advising on or implementing the Potential Transaction;

(B) between the Receiving Party's Agents (who strictly need to receive and consider such Confidential Information for the purposes of the evaluation, negotiation or implementation of the Potential Transaction) for the purposes of evaluating, negotiating, advising upon or implementing the Potential Transaction;

(C) in the case of Prologis, to any Finance Providers who strictly need to receive and consider such Confidential Information for the purposes of evaluating, advising or considering the financing of the Potential Transaction; or

(D) which is required to be disclosed by law or the rules of any applicable regulatory, governmental or supervisory organisation (but subject to paragraph 5).

3.2 The Receiving Party shall ensure that where Personal Data is disclosed under sub-paragraphs 3.1(A) to 3.1(C) (inclusive), disclosure of Personal Data is limited to those persons who need access to the Personal Data to assess the Potential Transaction and that access shall only be granted to such part or parts of the Personal Data as is strictly necessary in relation to that person's particular duties in assessing the Potential Transaction.

3.3 The Receiving Party shall ensure that:

(A) each person to whom any Confidential Information is disclosed in accordance with sub-paragraphs 3.1(A) to 3.1(C) (inclusive) is aware of the terms of this letter and is directed to comply with the terms applicable to such person as if they were a party to the letter; and

(B) each person granted access to Personal Data under sub-paragraphs 3.1(A) to 3.1(C) (inclusive) is aware of the Receiving Party's duties and his, her or its duties under Data Protection Law and under this letter with respect to Personal Data.

3.4 The Receiving Party shall be responsible for any breach of the terms of this letter applicable to such person by any person to whom it discloses Confidential Information and/or Personal Data under sub-paragraphs 3.1(A) to 3.1(C) (inclusive), unless such person has separately entered into a confidentiality agreement with the Disclosing Party in relation to the Potential Transaction.

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4. Records and return of Confidential Information

4.1 The Receiving Party shall, upon written demand by the Disclosing Party:

(A) within ten days of such demand, destroy or return (at the Receiving Party's option) to the Disclosing Party all hard copy documents and all other materials which are in a form reasonably capable of delivery or destruction containing or reflecting any Confidential Information (for this purpose Confidential Information having only the meaning in sub-paragraph (B) of the definition of "**Confidential Information**") and all copies thereof which have been made by or on behalf of the Receiving Party or its Agents; and

(B) ensure that where Confidential Information has not been returned or destroyed under sub-paragraph (A) above, no step shall be taken to access or recover such Confidential Information from any computer, word-processor, telephone or other device containing such information or which is otherwise stored or held in electronic, digital or other machine readable form. The Receiving Party shall continue to hold such Confidential Information subject to the terms of this letter.

4.2 Notwithstanding the obligations in this paragraph 4, the Receiving Party and the Receiving Party's Agents shall be entitled to retain:

(A) papers or minutes of the Receiving Party's board or, if applicable, committee thereof that, in each case contain or reflect any Confidential Information;

(B) the Receiving Party's advisers may keep one copy of any document in their possession for record purposes provided that, if those documents contain Personal Data, the Receiving Party's advisers shall not retain them to the extent the retention is in breach of applicable data protection legislation; and

(C) such copies of such Confidential Information as are required to be retained by law or the rules of any applicable regulatory, governmental or supervisory organisation (including the rules of any stock exchange) to which the Receiving Party or the Receiving Party's Agents (as applicable) are subject or pursuant to bona fide and existing internal compliance or document retention policies and procedures, professional standards or as part of automatic electronic archiving and back-up procedures,

provided that, in each case, such Confidential Information shall continue to be held subject to the terms of this letter.

4.3 If so requested by the Disclosing Party, the Receiving Party shall, within ten days of such request, confirm in writing to the Disclosing Party that the obligations contained in this paragraph have been complied with by the Receiving Party and the Receiving Party's Agents.

5. Announcements and disclosure

5.1 Subject to sub-paragraphs 5.2 and 5.3, and other than as provided in paragraph 3, no party or its Agents shall make, permit or procure to be made or solicit or assist any other person to make, any announcement relating to the Potential Transaction or disclosure of any Confidential Information, without the other party's prior written consent, provided always that, at any time when the restrictions in paragraph 8.1 do not apply by virtue of paragraph 8.4, you will not be restricted by this letter from making any announcement or disclosure containing Confidential Information (for this purpose, Confidential Information having only the meaning in paragraph (A) of the definition of "Confidential Information"). Nothing in this letter shall prevent the Company from making a public announcement as referred to in Rule 2.3(d) of the Code.

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5.2 If a party or any of its Agents becomes (or it is reasonably likely that it shall become) compelled by law, regulation or the rules of any applicable regulatory, governmental or supervisory organisation to whose jurisdiction it is subject (including the Takeover Panel), to disclose any Confidential Information, it shall, save to the extent prohibited by applicable law or regulation, promptly notify the other party and comply with its reasonable requirements to prevent or minimise that disclosure.

5.3 Where a party makes disclosure of Confidential Information under sub-paragraph 5.2:

(A) the disclosure shall, save to the extent prohibited by applicable law or regulation, be made only after prompt consultation with the other party and after taking into account its reasonable requests as to the timing, content and manner of making such disclosure; and

(B) such party shall disclose only that portion of the relevant Confidential Information which such party has reasonably determined must by applicable law or regulation be disclosed and preserve the confidentiality of the remainder of the Confidential Information.

5.4 If a party is not able to inform the other party before any Confidential Information is disclosed under paragraph 5.2, that party shall (save to the extent prohibited by law or applicable regulation) inform the other party of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made.

5.5 Notwithstanding the foregoing, either party and its Agents may, without notifying the other party or otherwise complying with the aforementioned, disclose Confidential Information to any regulatory, governmental, or supervisory authority (including any banking, securities or tax authority), in the course of any routine examination by such authority or in response to any ordinary course request from such authority, provided that: (i) such examination is not specifically targeted at the Potential Transaction; (ii) the relevant party or its Agents inform any such authority of the confidential nature of such information and request confidential treatment of such information in accordance with such authority's policies and procedures; and (iii) any Confidential Information disclosed is limited to that which is necessary in the context of such examination or request.

5.6 Each party shall, save to the extent prohibited by applicable law or regulation, promptly notify the other party of the full circumstances of any breach, or threatened breach, of this letter upon becoming aware of such breach or threatened breach.

5.7 Any notification required pursuant to this letter shall be made immediately by email to, in the case of notifications by SEGRO, [redacted] and [redacted] and, in the case of notifications by Prologis, [redacted] or to such other person or contact numbers as may be notified to each party by the other party in writing from time to time.

6. Personal Data

Each party acknowledges that (i) Confidential Information may include Personal Data, the handling or processing or transfer of which may be subject to the requirements of Data Protection Law; and (ii) the Disclosing Party and the Receiving Party shall be separate, independent controllers in respect of any Personal Data. Without limitation to any other term of this letter, in relation to the Personal Data, each party shall:

(A) comply with all obligations imposed on it under Data Protection Law;

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(B) take appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the processing of the Personal Data and to guard against a Data Breach;

(C) promptly notify the Disclosing Party upon:

(i) becoming aware of a Data Breach;

(ii) receipt of any communication (including, without limitation, from the UK Information Commissioner's Office) which relates to the Personal Data or your or our compliance with Data Protection Law in respect of the Personal Data; or

(iii) receipt of any communication from any individual whose Personal Data the Receiving Party or its Agents process, or from any person acting on behalf of such individual;

(D) promptly provide to the Disclosing Party such reasonable co-operation, information and assistance as the Disclosing Party may from time to time reasonably request to enable the Disclosing Party to comply with its obligations under Data Protection Law; and

(E) only process such Personal Data outside of the United Kingdom or the European Economic Area without the prior written consent of the Disclosing Party if such processing complies with the relevant provisions of applicable Data Protection Law, which may include, without limitation, that:

(i) the country or territory to which the Personal Data is to be transferred or in which it shall be processed is deemed adequate by the European Commission (and/or, where applicable, the UK Information Commissioner's Office) pursuant to Data Protection Law;

(ii) the Receiving Party has previously entered into standard contractual clauses for international data transfers, approved by the UK Information Commissioner's Office, ("**UK SCCs**") (in the event of a conflict between those UK SCCs and the provisions of this paragraph 6, the UK SCCs shall prevail); or

(iii) the Personal Data is to be processed in accordance with the terms of a valid data transfer agreement which is compliant with the requirements of applicable Data Protection Law.

7. Approaches

7.1 In connection with the Potential Transaction:

(A) you shall, and shall procure that your Agents shall, make contact with and deal with us only through our Chief Executive Officer, Chair and our advisers at Evercore, Morgan Stanley & Co., UBS, Goldman Sachs International and Slaughter and May together with such other people who may from time to time be notified to you by us in writing; and

(B) we shall, and shall procure that our Agents shall, make contact with and deal with you only through your Chief Executive Officer, Chief Financial Officer, Executive Chairman and your advisers at N.M Rothschild & Sons Limited, J.P. Morgan Securities plc, Eastdil Secured International Limited, Merrill Lynch International

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and Linklaters together with such other people who may from time to time be notified to us by you in writing.

7.2 Subject to sub-paragraph 7.4, during the period of 12 months from the date of this letter, neither party nor any of its affiliates who have received Confidential Information shall directly or indirectly solicit, endeavour to entice away or offer to employ or to enter into any contract for services with any person who is an individual and is at any time during the negotiations relating to the Potential Transaction working for the other party or any member of the other party's Group (whether as an employee or consultant or independent contractor) either in a senior capacity or directly engaged in the negotiations relating to the Potential Transaction, whether or not that person would commit any breach of his or her contract by ceasing to work for the other party or the member of the other party's Group concerned.

7.3 Each party undertakes that while negotiations relating to the Potential Transaction are taking place it shall not, and shall use all reasonable endeavours to procure that its Agents shall not, directly or indirectly in connection with the Potential Transaction:

(A) have contact with any client, customer, supplier or joint venture partner of the other party or any member of the other party's Group; or

(B) visit any of the properties at which the other party's business or the business of any member of the other party's Group is carried on,

in each case without the other party's prior consent.

7.4 Nothing in paragraph 7.2 shall prevent either party or its Agents from considering and accepting an application made by any such person or employee:

(A) in response to a recruitment advertisement published generally and not specifically directed at the other party's employees or the employees of any member of the other party's Group; or

(B) following the cessation of such person's employment with the other party or the relevant member of the other party's Group without any solicitation or encouragement by the first party or any of its Agents.

Nothing in this paragraph 7 shall prevent either party or its affiliates from contacting any person in the ordinary course of business, if such contact is not in connection with, and does not refer in any way to, the Potential Transaction or any Confidential Information.

8. Standstill

8.1 Subject to paragraphs 8.3 and 8.4, for a period of six months from the date of this letter, you shall not, and you shall procure that your affiliates who: (i) have received any Confidential Information; or (ii) are otherwise acting as directed, encouraged or suggested by Prologis, shall not, directly or indirectly, alone or jointly with any other person, and you shall not direct or procure any other person to, in each case without our prior written consent:

(A) acquire or offer to acquire or enter into any agreement, arrangement or understanding (whether legally binding or not) to acquire or offer to acquire any interest in any securities of the Company (other than any securities issued pursuant to any rights granted in relation to securities in the Company held by such person as at the date of this letter);

(B) enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions on any

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party to such agreement, arrangement or understanding in respect of any securities of the Company, including, without limitation, with respect to the exercise of voting rights attaching to any such securities (including, without limitation, obligations or restrictions in respect of the solicitation of proxies or votes or to influence votes from or by any holder of securities in the Company in connection with any vote of the holders of any such securities);

(C) enter into any agreement, arrangement, understanding or transaction or do or omit to do any act as a result of which you or any affiliate shall become obliged or required (whether under the Code or otherwise) to make any general offer or invitation to acquire any securities of the Company;

(D) propose any matter to be voted on by the shareholders of the Company or seek to call or hold a general or special meeting of the shareholders of the Company;

(E) communicate with any shareholder of the Company to encourage such shareholder to oppose the board of directors of the Company or the Company's business strategy or the management of the Company's business, or otherwise seek to obtain representation on the Company's board of directors or to control, influence or change the management, board of directors or strategy of the Company;

(F) enter into, assign, novate, unwind or terminate any stock lending agreement or arrangement in relation to any securities of the Company;

(G) enter into any agreement, arrangement or understanding (whether legally binding or not) with any person relating to or in connection with the making by such person (or other person acting in concert with such person) of any offer, invitation or solicitation for any securities of the Company; or

(H) unless required to do so by the Takeover Panel pursuant to Rule 2.2 of the Code or by law or the rules of any competent stock exchange or other regulatory authority or regulatory body, announce any proposal to do any of the matters referred to in sub-paragraphs (A) to (G) (inclusive) above, including, without limitation, any announcement of a new possible offer, offer or mandatory offer (including any offer to be implemented by way of scheme of arrangement) to acquire shares in the Company in accordance with Rule 2.4, Rule 2.7 or Rule 9 of the Code or otherwise.

8.2 If you or any of your affiliates who: (i) have received any Confidential Information; or (ii) are otherwise acting as directed, encouraged or suggested by Prologis, or any person acting in concert with you acquires any interest in securities of the Company in breach of paragraph 8.1, then on request by the Company (without prejudice to any other right of the Company under this letter) you shall dispose of or procure the disposal of such interest to independent third parties as soon as reasonably practicable (and in any event within 30 days of it being lawful to do so). Pending such disposal, you shall not, and shall procure that your affiliates who: (i) have received any Confidential Information; or (ii) are otherwise acting as directed, encouraged or suggested by Prologis, shall not, exercise any rights attached to any such interest in securities of the Company.

8.3 Nothing in this paragraph 8 shall restrict:

(A) any action by any adviser to you taken by it where such action is taken in the ordinary course of its investment or advisory businesses and otherwise than in its capacity as an adviser to you or any of your affiliates; or

[redacted]

(B) you or any adviser to you from seeking any irrevocable undertakings or letters of intent from any shareholders of the Company in connection with the Potential Transaction.

8.4 The restrictions contained in sub-paragraph 8.1 shall not apply:

(A) if you (or any person acting in concert with you) publish a Rule 2.7 Announcement which has been recommended by the board of directors of the Company;

(B) if, following the date of this letter: (i) the board of directors of the Company states, whether publicly by way of announcement or privately in writing to you, that it is no longer minded to recommend the Potential Transaction; or (ii) the board of directors of the Company does not confirm that it continues to be minded to recommend the Potential Transaction within 24 hours of delivery of a written request by way of email from Prologis to the Company's CEO and CFO (and copying [redacted] to confirm the same;

(C) if the Company announces that it is seeking one or more potential offerors by way of a formal sale process or private sale process (as referred to in Practice Statement 31 of the Panel); or

(D) if any person (other than you and any person acting in concert with you):

(i) announces that it is interested in, or is considering, making an offer to acquire the Company, or the Company announces that it has been approached by a third party which is not acting in concert with you in relation to a possible offer for the Company or that the Company is in discussions with such a third party with respect to an offer for the Company, and in each case the Company announces that its board of directors is minded to recommend such an offer should the relevant third party make a Rule 2.7 Announcement;

(ii) publishes a Rule 2.7 Announcement;

(iii) enters into an agreement with the Company to acquire all or substantially all of the undertakings, assets or business of the Company and the members of its Group; or

(iv) the Company announces a proposal to seek shareholders' approval for a third party to avoid making an offer which would otherwise be required under Rule 9 of the Code.

9. Duration

Subject to the following sentences, the obligations undertaken by each party under this letter shall be continuing and, in particular, they shall survive the termination or cessation of negotiations between us regarding the Potential Transaction, whether or not the Potential Transaction is implemented. Except where expressly provided otherwise in the terms of this letter, the obligations under this letter shall expire on the earlier of: (i) two years from the date of this letter; and (ii) the date of completion of the Potential Transaction. Such expiry shall be without prejudice to any rights and liabilities which may have accrued before such expiry.

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10. Principal

Each party confirms in respect of itself only that it is acting in this matter as principal and not as nominee, agent or broker for any other person and it shall be responsible for its own costs whether incurred by itself or its Agents in considering or pursuing the Potential Transaction (whether or not it proceeds) and in complying with the terms of this letter.

11. No Offer

Each party agrees that all Information, whether containing Confidential Information or otherwise, made available to a Receiving Party or its Agents, in connection with the Potential Transaction, shall not constitute an offer, inducement or invitation by, or on behalf of, the Disclosing Party, nor shall such Information form the basis of, or any representation in relation to, any contract.

12. No Representations

Each party acknowledges and agrees that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by the other party or any member of its Group or any of its respective Agents as to the accuracy or completeness of any Confidential Information or any other Information supplied by it or any member of its Group or any of its respective Agents or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same and nor shall it or any member of its Group or any of its respective Agents be under any obligation to update any such Information or correct any inaccuracies. Each party further acknowledges that it shall be responsible for making its own decisions on any Confidential Information and the Potential Transaction. Accordingly, each party agrees that neither it nor any member of its Group nor any of its respective Agents shall be liable for any direct, indirect or consequential loss or damage suffered by any person resulting from the use of any Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or any errors, omissions or misstatements made by any of them in connection with the Potential Transaction. Each party agrees that it shall not place any reliance on any statement, representation, warranty or covenant (written, oral or in any other media) made by the other party or any member of its Group or any of its respective Agents in connection with any Confidential Information, the Potential Transaction or any other matter contemplated hereby.

This paragraph does not exclude any liability for, or remedy in respect of, fraud.

13. Insider dealing and market abuse

Each of the parties acknowledges and agrees that:

(A) the Confidential Information is provided to the other in confidence and it shall not engage in any behaviour while in possession of the Confidential Information which: (i) would amount to market abuse for the purposes of, or is otherwise prohibited under, UK MAR or (ii) would amount to insider trading for the purposes of, or is otherwise prohibited under, US securities laws; and

(B) the Potential Transaction and some or all of the Confidential Information may constitute inside information for the purposes of the Criminal Justice Act 1993 ("**CJA**") and accordingly by receiving such Confidential Information each party and its Agents may become 'insiders'. Each Receiving Party consents to it and its Agents who receive Confidential Information being made insiders by virtue of receiving the Confidential Information and acknowledge that, subject to and in accordance with applicable law, it and its Agents who receive Confidential Information may not deal in securities that are price-affected securities (as defined in the CJA) in relation to any such inside information, encourage another

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person to deal in price-affected securities or disclose the information except as permitted by the CJA before the Confidential Information has been made public.

14. Contracts (Rights of Third Parties) Act 1999

14.1 Save as provided in sub-paragraph 14.2 below, a person who is not a party to this letter shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

14.2 In this letter, the obligations expressed to be undertaken by: (i) you are obligations given by you in favour of us and each member of our Group; and (ii) us are obligations given by us in favour of you and each of your affiliates. The provisions of this letter confer benefits on such persons (each a "**Third Party**") and, subject to the remaining terms of this paragraph 14, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.

14.3 Notwithstanding sub-paragraph 14.1 of this letter, this letter may be rescinded or varied as agreed in writing between you and us in any way and at any time without the consent of any Third Party.

15. General

15.1 Each party acknowledges and agrees that either party may, at its absolute discretion, terminate any negotiations or discussions in relation to the Potential Transaction at any time and without notice and agrees that: (i) in the case of the Company, it shall be under no obligation to accept any offer or proposal which may be made by you or on your behalf in the course of any negotiations; and (ii) in the case of Prologis, it shall be under no obligation to make any offer or proposal.

15.2 Each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this letter and/or breach of confidence. Accordingly, each party may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence.

15.3 No failure or delay in exercising any right, power or privilege under this letter shall operate as a waiver of it, nor shall any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise.

15.4 The terms of this letter may not be varied or terminated without the prior written consent of each party.

15.5 No modification to this letter or any waiver granted by either party, any member of its Group or any of its respective Agents in respect of any action taken by the other party shall be effective unless agreed in writing by that party.

15.6 To the extent that any Confidential Information is covered or protected by privilege, then disclosing such Information or otherwise permitting disclosure of it does not constitute a waiver of privilege or any other rights which the Disclosing Party or any member of its Group or any of its respective Agents may have in respect of such Confidential Information.

15.7 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.

15.8 Each party acknowledges and agrees that no right or licence is granted to the other party or its Agents in relation to the Confidential Information except as expressly set forth in this letter.

[redacted]

15.9 The provisions of this letter shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

15.10 Any consent to be given by a party under the terms of this letter may be given on such terms as it determines (and, if given, must be given in writing) or may not be given.

15.11 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this letter, but all the counterparts shall together constitute but one and the same instrument.

15.12 This letter is to be governed by, and construed in accordance with, English law. Any matter, claim or dispute arising out of or in connection with this letter, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Potential Transaction are to be governed by and determined in accordance with English law. Each party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this letter or the relationship between the parties or the conduct of any negotiations in relation to the Potential Transaction.

15.13 You hereby irrevocably appoint Prologis UK Limited (company no. 02872273), a private limited company with its registered office at Prologis House, Blythe Gate, Blythe Valley Park, Solihull, West Midlands, United Kingdom, B90 8AH (for the attention of [redacted] and [redacted] to be your agent for the receipt of any claim forms, application notices, orders or judgments ("**Service Documents**"). You hereby agree that any Service Document may be effectively served on you in connection with any proceeding, suit or action arising out of or in connection with this letter, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Potential Transaction in England and Wales by service on your agent effected in any manner permitted by the Civil Procedure Rules. If your agent at any time ceases for any reason to act as such, you shall appoint a replacement agent having an address for service in England or Wales and shall notify us of the name and address of the replacement agent. Failing such appointment and notification, we shall be entitled by notice to you to appoint a replacement agent to act on your behalf. The provisions of this sub-paragraph 15.13 applying to service on an agent apply equally to service on a replacement agent.

Please confirm your acceptance of these terms by countersigning this letter and returning it to us.

Yours faithfully

[redacted]

for and on behalf of
SEGRO plc

[redacted]

Agreed and accepted this 26 day of July 2026

Dated 26 July 2026,

Prologis, Inc.

[redacted]

Name: [redacted]

Title: [redacted]