

UNDERWRITING FEE LETTER

To: Agility Public Warehousing Company K.S.C.P. (the "**Company**")

From: Barclays Bank PLC (the "**Arranger**")

Dated: 30 March 2022

Agility Public Warehousing Company K.S.C.P. – Bridge Facility Agreement dated on or about the date of this letter (the "Agreement")

- 1** We refer to the Agreement to be entered into on or about the date of this letter. This is a Fee Letter. Terms defined in the Agreement have the same meaning in this Fee Letter unless given a different meaning in this Fee Letter.
- 2** The fee referred to in Clause 23.2 (*Underwriting Fee*) of the Agreement amounts to £1,200,000 (being 0.25 per cent. of the Total Commitments as at the date of this letter) and is due and payable within three Business Days of the date of the Agreement.
- 3** Payment of the underwriting fee shall be made to the Arranger to the following account (or as otherwise agreed between the Company and the Arranger):

██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████
- 4** The underwriting fee is exclusive of any VAT or similar charge. If any VAT or similar charge is chargeable in connection with the underwriting fee, the Company shall pay that VAT or similar charge at the same time as it pays the underwriting fee.
- 5** All payments of the underwriting fee shall be paid without any deduction or withholding for or on account of tax (a "**Tax Deduction**") unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- 6** These fees are non-refundable and non-creditable against other fees payable in connection with the Agreement, whether in whole or part. They shall be paid in full, without (and free and clear of any deduction for) set-off or counterclaim.
- 7** This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

REDACTED

Yours faithfully

BARCLAYS BANK PLC as Arranger

By: REDACTED

Accepted and agreed

Agility Public Warehousing Company K.S.C.P.

By:

REDACTED