

## Supplemental Confidentiality Agreement

**THIS AGREEMENT** governing the exchange of commercially sensitive information through a restricted team (the "**Agreement**") is entered into on 29 February 2024 by and between:

- (1) Tritax Big Box REIT plc whose registered office is 72 Broadwick Street, London, United Kingdom, W1F 9QZ ("**BBOX**"); and
- (2) UK Commercial Property REIT Limited whose registered office is P.O. Box 255, Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands, GY1 3QL ("**UKCM**").

BBOX and UKCM are together referred to as the "**Parties**" and individually as a "**Party**".

### 1. INTRODUCTION

- 1.1 UKCM and BBOX have reached agreement on the key terms of a possible all-share offer for the entire issued and to be issued share capital of UKCM at a specified exchange ratio to acquire the entire issued and to be issued share capital of UKCM, and for UKCM shareholders to be issued with shares in BBOX, currently expected to be implemented through a scheme of arrangement (the "**Proposed Transaction**").
- 1.2 The Parties have entered into a confidentiality agreement dated 22 November 2023 (the "**Confidentiality Agreement**") in relation to the provision of Confidential Information (as defined therein). Other terms defined in the Confidentiality Agreement shall, likewise, have the meanings given to them in the Confidentiality Agreement when used in this Agreement.
- 1.3 To further assist the Parties' evaluation of the Proposed Transaction, each Party is prepared to make available information relating to the commercial operations and strategy of a Party ("**Commercially Sensitive Information**"), (the Party disclosing Commercially Sensitive Information being the "**Disclosing Party**") on the condition that the Party receiving the Commercially Sensitive Information (being the "**Receiving Party**") agrees to be bound by and accept the provisions of this Agreement.
- 1.4 Except as specifically provided herein, this Agreement shall not affect or supersede any other agreement(s) relating to the Proposed Transaction, including the Confidentiality Agreement, all of which remain in full force and in effect. The terms of this Agreement are in addition to, and not in limitation of, the terms of the Confidentiality Agreement.

### 2. THE PARTIES HEREBY AGREE AS FOLLOWS:

- 2.1 The Receiving Party will ensure that such information is made available only to the individuals named in Annex 1 and amended from time to time pursuant to clause 2.6 (the "**Restricted Team**").
- 2.2 The Commercially Sensitive Information shall, in each case, also constitute Confidential Information under the Confidentiality Agreement and, subject and without prejudice to clause 2.9 of this Agreement, Commercially Sensitive Information shall only be used by the Receiving Party for the Purpose (as defined in the Confidentiality Agreement).
- 2.3 Any Commercially Sensitive Information provided to the Restricted Team subject to the terms of this Agreement must be marked or otherwise identified as "Restricted Team Information" (or similar).
- 2.4 A person will not be able to receive Commercially Sensitive Information until:

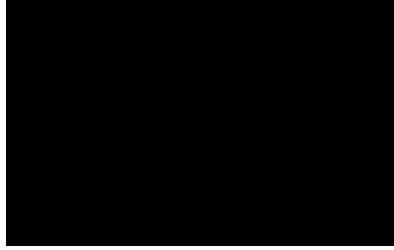
- (a) the Disclosing Party has been notified by the Receiving Party and the Disclosing Party agrees to the named person receiving Commercially Sensitive Information; and
  - (b) he/she has been made aware of his/her obligations under this Agreement and provided an acknowledgement via email in the form set out in Annex 2 to the Receiving Party.
- 2.5 The Receiving Party shall ensure that each member of the Restricted Team complies with all the provisions of this Agreement as if they were a party to this Agreement and had undertaken the same obligations as are undertaken by the Receiving Party, and the Receiving Party shall be responsible for any breach of the provisions of this Agreement by any such person.
- 2.6 The Receiving Party is entitled to add to, remove and/or substitute the members of their Restricted Team as set out in Annex 1 at any time, subject to receiving written consent from the Disclosing Party (email being sufficient and such consent not to be unreasonably withheld or delayed).
- 2.7 The Receiving Party will ensure that Commercially Sensitive Information received from the Disclosing Party is not passed to persons or entities outside of the Restricted Team, save where the Receiving Party is required by law, rule or regulation or any court, government, regulatory, legislative or administrative body (including the Takeover Panel and the Financial Conduct Authority), stock exchange rules or regulations or listing requirements to disclose such information to such body or a third party, and that the Commercially Sensitive Information is kept separate from other documents and records of the Receiving Party. In the event that disclosure is required for one of the reasons listed in this clause 2.7, the Receiving Party shall, as far as it is lawful to do so, first consult with the Disclosing Party before any such disclosure is made in order to give the Disclosing Party an opportunity to contest the disclosure and shall then take into account the Disclosing Party's reasonable requirements as to the proposed form, timing, nature and extent of the disclosure.
- 2.8 In the event any Commercially Sensitive Information is inadvertently disclosed to individuals who are not part of the Restricted Team of the Receiving Party, the Receiving Party shall (i) immediately inform the Disclosing Party of the disclosure, (ii) ensure that the Commercially Sensitive Information in question is not shared further outside the Restricted Team of the Receiving Party and (iii) take such action as the Disclosing Party may reasonably require to mitigate the consequences of such disclosure.
- 2.9 The Restricted Team of the Receiving Party may report to the employees, officers and directors of the Receiving Party who are not members of such Restricted Team any conclusions/findings arising from their review of such information as is reasonably required for the purposes of the Proposed Transaction, and such reports may contain summaries of Commercially Sensitive Information, provided that any Commercially Sensitive Information from the Disclosing Party has been omitted, redacted, aggregated or anonymised in any such reports or summaries.
- 2.10 Subject and without prejudice to clause 2.9 of this Agreement, no member of the Receiving Party's Restricted Team shall copy or reproduce in whole or in part any of the Commercially Sensitive Information without the express consent of the Disclosing Party, except in respect of communications with other members of the Restricted Team of the Receiving Party.
- 2.11 It is expressly understood that nothing contained in this Agreement shall limit the right of the Parties to disclose any of their own documents or information, or any documents or information obtained independently and not pursuant to this Agreement, to anyone as they see fit.
- 2.12 It is expressly understood that nothing contained in this Agreement in any way shall obligate, or be interpreted to obligate, the Parties to disclose any documents or data. The Disclosing Party, acting reasonably and in good faith, shall have the sole right to determine the scope of

documents or data to disclose to the Receiving Party's Restricted Team for the purposes of the Proposed Transaction.

- 2.13 On the request of the Disclosing Party, each member of the Receiving Party's Restricted Team: (i) must promptly and without undue delay (at the election of the relevant member of the Restricted Team) return or destroy all the Commercially Sensitive Information in accordance with the terms of the Confidentiality Agreement (subject and without prejudice to clauses 6.2 and 6.3 of the Confidentiality Agreement); and (ii) shall continue to be bound by the obligations of confidentiality under the Confidentiality Agreement with respect to the Commercially Sensitive Information furnished pursuant to this Agreement.
- 2.14 The Parties acknowledge and agree that a breach of this Agreement may cause irreparable damage that could not be adequately remedied by an action of law. Accordingly, the Parties agree that they are each entitled to seek specific performance of the provisions of this Agreement to enjoin a breach or attempted or threatened breach of the provisions thereof and to any other remedy, including damages and injunctive relief, awarded by a court of competent jurisdiction.
- 2.15 This Agreement shall be governed exclusively by the laws of England and Wales and the Parties submit to the non-exclusive jurisdiction of the English courts.

**IN WITNESS** whereof this Agreement has been duly executed on the date first set out above.

Signed by )  
for and on behalf of **Tritax Big Box REIT** )  
**plc:** )

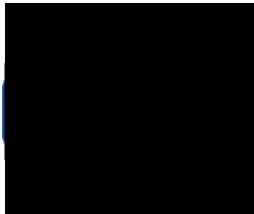


Signed by )  
for and on behalf of **UK Commercial** )  
**Property REIT Limited:** )  
)

**IN WITNESS** whereof this Agreement has been duly executed on the date first set out above.

Signed by )  
for and on behalf of **Tritax Big Box REIT** )  
**plc:** )

Signed by )  
for and on behalf of **UK Commercial** )  
**Property REIT Limited:** )  
)



**ANNEX 1****BBOX:**

<b>Firm/Company</b>	<b>Role</b>	<b>Named Adviser(s)</b>
BBOX	Potential Offeror	TBC
Ashurst LLP	External adviser	TBC
Jefferies	External adviser	TBC

**UKCM:**

<b>Firm/Company</b>	<b>Role</b>	<b>Named Adviser(s)</b>
UKCM	Potential Offeree	<b>Board:</b> Peter Pereira Gray Margaret Littlejohns Chris Fry Fionnuala Hogan Michael Ayre
abrndn Fund Managers Limited	Offeree Manager	Will Fulton Jamie Horton
Dickson Minto	External adviser	Douglas Armstrong Craig Roberts Andrew Clark Steven Simmers Alix Reid Matthew Pleass James Dando Richard Hothersall

		David McCaul Paul Quinn Sam Wyman
Rothschild	External adviser	Alex Midgen Sam Green Jake Shackelford Haroon Hussain
Gerald Eve	External adviser	TBC

**ANNEX 2**

**Acknowledgment of the Supplemental Confidentiality Agreement:  
to be sent via email**

**[DATE]**

1. I, [***name of individual***], have read the foregoing Supplemental Confidentiality Agreement dated [●] 2024 (the "**Agreement**"), and agree to be bound by its terms with respect to any Commercially Sensitive Information (as defined therein) that is furnished to me as set out in the Agreement.
2. I, [***name of individual***], further agree:
  - 2.1 not to disclose to anyone any Commercially Sensitive Information other than as set out in the Agreement;
  - 2.2 to use the Commercially Sensitive Information only under the terms outlined in the Agreement; and
  - 2.3 that any Commercially Sensitive Information furnished to me will be used by me only for the purposes set out in the Agreement in connection with the Proposed Transaction, and for no other purpose, and will not be used by me in any business affairs or be imparted by me to any other person other than as set out in the Agreement.