

REFINITIV

DELTA REPORT

10-Q

LINEAGE, INC.

10-Q - SEPTEMBER 30, 2024 COMPARED TO 10-Q - JUNE 30, 2024

The following comparison report has been automatically generated

TOTAL DELTAS 3127

■ CHANGES	593
■ DELETIONS	1566
■ ADDITIONS	968

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **June 30, 2024** **September 30, 2024**
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 001-42191

Lineage, Inc.

(Exact name of registrant as specified in its charter)

Maryland

82-1271188

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

46500 Humboldt Drive, Novi, Michigan

48377

(Address of Principal Executive Offices)

(Zip Code)

(800) 678-7271

Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	LINE	Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes o No x

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes o No x

As of **August 15, 2024** **October 31, 2024**, the registrant had outstanding **227,688,745** **228,411,730** shares of common stock.

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Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward looking statements as defined by the Private Securities Litigation Reform Act of 1995. In particular, statements pertaining to our business and growth strategies, investment and development activities and trends in our business, contain forward-looking statements. When used in this Quarterly Report on Form 10-Q, the words "estimate," "anticipate," "expect," "believe," "intend," "may," "will," "could," "should," "would," "seek," "position," "support," "drive," "enable," "optimistic," "target," "opportunity," "approximately" or "plan," or the negative of these words and phrases or similar words or phrases that are predictions of or indicate future events or trends and that do not relate solely to historical matters are intended to identify forward-looking statements. You can also identify forward-looking statements by discussions of strategy, plans, or intentions of management.

Forward-looking statements involve numerous risks and uncertainties, and you should not rely on them as predictions of future events. Forward-looking statements depend on assumptions, data, or methods that may be incorrect or imprecise and we may not be able to realize them. We do not guarantee that the transactions and events described will happen as described (or that they will happen at all). The following factors, among others, could cause actual results and future events to differ materially from those set forth or contemplated in the forward-looking statements:

- general business and economic conditions;
- continued volatility and uncertainty in the credit markets and broader financial markets, including potential fluctuations in the Consumer Price Index and changes in foreign currency exchange rates;
- other risks inherent in the real estate business, including customer defaults, potential liability relating to environmental matters, illiquidity of real estate investments and potential damages from natural disasters;
- the availability of suitable acquisitions and our ability to acquire properties or businesses on favorable terms;
- our success in implementing our business strategy and our ability to identify, underwrite, finance, consummate, integrate and manage diversifying acquisitions or investments;
- our ability to meet budgeted or stabilized returns on our development and expansion projects within expected time frames, or at all;
- our ability to manage our expanded operations, including expansion into new markets or business lines;
- our failure to realize the intended benefits from, or disruptions to our plans and operations or unknown or contingent liabilities related to, our recent and future acquisitions;
- our failure to successfully integrate and operate acquired or developed properties or businesses;
- our ability to renew significant customer contracts;
- the impact of supply chain disruptions, including the impact on labor availability, raw material availability, manufacturing and food production and transportation;
- difficulties managing an international business and acquiring or operating properties in foreign jurisdictions and unfamiliar metropolitan areas;
- changes in political conditions, geopolitical turmoil, political instability, civil disturbances, restrictive governmental actions or nationalization in the countries in which we operate;
- the degree and nature of our competition;
- our failure to generate sufficient cash flows to service our outstanding indebtedness;

- our ability to access debt and equity capital markets;
- continued **increases and volatility** in interest rates;
- increased power, labor or construction costs;
- changes in consumer demand or preferences for products we store in our warehouses;
- decreased storage rates or increased vacancy rates;
- labor shortages or our inability to attract and retain talent;
- changes in, or the failure or inability to comply with, government regulation;
- a failure of our information technology systems, systems conversions and integrations, cybersecurity attacks or a breach of our information security systems, networks, or processes;
- our failure to maintain our status as a REIT for U.S. federal income tax purposes;
- changes in local, state, federal and international laws and regulations, including related to taxation, real estate and zoning laws, and increases in real property tax rates;
- the impact of any financial, accounting, legal or regulatory issues or litigation that may affect us; and
- additional factors discussed in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Quarterly Report on Form 10-Q and "Risk Factors" in our prospectus filed with the SEC pursuant to Rule 424(b) under the Securities Act of 1933, as amended.

You are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date such statements are made. While forward-looking statements reflect our good faith beliefs, they are not guarantees of future performance. We undertake no obligation to publicly release the results of any revisions to these forward-looking statements that may be made to reflect events or circumstances after the date of this Quarterly report on Form 10-Q or to reflect the occurrence of unanticipated events, except as required by law. In light of these risks and uncertainties, the forward-looking events discussed in this Quarterly report on Form 10-Q might not occur as described, or at all.

Part I - Financial Information

Item 1. Financial Statements

LINEAGE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions, except par values)

	December			
	June 30,		31,	
	September	December	30,	31,
	2024	2024	2023	2024
Assets				(unaudited)
Assets				
Assets				
Current assets:				
Current assets:				
Current assets:				
Cash and cash equivalents				
Cash and cash equivalents				
Cash and cash equivalents				
Restricted cash				
Accounts receivable, net				
Inventories				
Prepaid expenses and other current assets				
Total current assets				
Non-current assets:				
Property, plant, and equipment, net				
Property, plant, and equipment, net				
Property, plant, and equipment, net				
Finance lease right-of-use assets, net				
Operating lease right-of-use assets, net				
Equity method investments				

Goodwill	
Other intangible assets, net	
Other assets	
Total assets	
Liabilities, Redeemable Noncontrolling Interests, and Equity	
Current liabilities:	
Current liabilities:	
Current liabilities:	
Accounts payable and accrued liabilities	
Accounts payable and accrued liabilities	
Accounts payable and accrued liabilities	
Accrued distributions	
Accrued dividends and distributions	
Deferred revenue	
Current portion of long-term debt, net	
Total current liabilities	
Non-current liabilities:	
Long-term finance lease obligations	
Long-term finance lease obligations	
Long-term finance lease obligations	
Long-term operating lease obligations	
Deferred income tax liability	
Long-term debt, net	
Other long-term liabilities	
Total liabilities	
Commitments and contingencies (Note 16)	
Commitments and contingencies (Note 17)	
Redeemable noncontrolling interests	
Stockholders' equity:	
Common stock, \$0.01 par value per share – 500 authorized shares; 162 issued and outstanding at June 30, 2024 and December 31, 2023	
Common stock, \$0.01 par value per share – 500 authorized shares; 162 issued and outstanding at June 30, 2024 and December 31, 2023	
Common stock, \$0.01 par value per share – 500 authorized shares; 162 issued and outstanding at June 30, 2024 and December 31, 2023	
Common stock, \$0.01 par value per share – 500 authorized shares; 228 issued and outstanding at September 30, 2024 and 162 issued and outstanding at December 31, 2023	
Common stock, \$0.01 par value per share – 500 authorized shares; 228 issued and outstanding at September 30, 2024 and 162 issued and outstanding at December 31, 2023	
Common stock, \$0.01 par value per share – 500 authorized shares; 228 issued and outstanding at September 30, 2024 and 162 issued and outstanding at December 31, 2023	
Additional paid-in capital - common stock	
Series A preferred stock, \$0.01 par value per share – 100 authorized shares; less than 1 issued and outstanding shares, with an aggregate liquidation preference of \$1 at June 30, 2024 and December 31, 2023	
Series A preferred stock, \$0.01 par value per share – 100 authorized shares; no issued and outstanding shares at September 30, 2024 and less than 1 issued and outstanding shares, with an aggregate liquidation preference of \$1 at December 31, 2023	
Retained earnings (accumulated deficit)	
Accumulated other comprehensive income (loss)	
Total stockholders' equity	
Noncontrolling interests	
Total equity	
Total liabilities, redeemable noncontrolling interests, and equity	

See accompanying notes to condensed consolidated financial statements.

LINEAGE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(in millions, except per share amounts)

	Three Months Ended June 30,		Six Months Ended June 30,	
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
(unaudited)				
Net revenues				
Cost of operations				
General and administrative expense				
Depreciation expense				
Amortization expense				
Acquisition, transaction, and other expense				
Restructuring, impairment, and (gain) loss on disposals				
Total operating expense				
Income from operations				
Other income (expense):				
Equity income (loss), net of tax				
Equity income (loss), net of tax				
Equity income (loss), net of tax				
Gain (loss) on foreign currency transactions, net				
Interest expense, net				
Gain (loss) on extinguishment of debt				
Total other income (expense), net				
Total other income (expense), net				
Other nonoperating income (expense), net				
Total other income (expense), net				
Net income (loss) before income taxes				
Income tax expense (benefit)				
Net income (loss)				
Less: Net income (loss) attributable to noncontrolling interests				
Net income (loss) attributable to Lineage, Inc.				
Other comprehensive income (loss), net of tax:				
Other comprehensive income (loss), net of tax:				
Other comprehensive income (loss), net of tax:				
Unrealized gain (loss) on foreign currency hedges and interest rate hedges				
Unrealized gain (loss) on foreign currency hedges and interest rate hedges				
Unrealized gain (loss) on foreign currency hedges and interest rate hedges				
Foreign currency translation adjustments				
Comprehensive income (loss)				
Less: Comprehensive income (loss) attributable to noncontrolling interests				
Comprehensive income (loss) attributable to Lineage, Inc.				
Basic earnings (loss) per share				
Basic earnings (loss) per share				
Basic earnings (loss) per share				
Diluted earnings (loss) per share				

Weighted average common shares outstanding:

Weighted average common shares outstanding:

Weighted average common shares outstanding:

Basic

Basic

Basic

Diluted

See accompanying notes to condensed consolidated financial statements.

LINEAGE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF REDEEMABLE NONCONTROLLING INTERESTS AND EQUITY (Unaudited)

(in millions)

Common Stock

Redeemable noncontrolling interests	Redeemable noncontrolling interests					Retained earnings	Accumulated other	Noncontrolling interests
		Number of shares	Amount at par value	Additional paid-in capital	Series A preferred stock	(accumulated deficit)	comprehensive income (loss)	
(in millions)								
	Redeemable noncontrolling interests	Number of shares	Amount at par value	Additional paid-in capital	Series A preferred stock	Retained earnings	Accumulated other	
(in millions)								
Balance as of December 31, 2023								
Distributions						Retained earnings	Accumulated other	
Distributions						(accumulated deficit)	comprehensive income (loss)	
Distributions								Noncontrolling interests
Stock-based compensation								
Stock-based compensation								
Stock-based compensation								
Other comprehensive income (loss)								
Redemption of redeemable noncontrolling interests								
Redemption of redeemable noncontrolling interests								
Redemption of redeemable noncontrolling interests								

Redemption of
common stock
Expiration of
redemption
option

Accretion of
redeemable
noncontrolling
interests

Accretion of
redeemable
noncontrolling
interests

Accretion of
redeemable
noncontrolling
interests

Net income
(loss)

Reallocation of
noncontrolling
interests

Balance as of
March 31, 2024

Common stock
issuances, net
of equity raise
costs

Distributions

Distributions

Distributions

Stock-based
compensation

Stock-based
compensation

Stock-based
compensation

Other
comprehensive
income (loss)

Redeemable
noncontrolling
interest
adjustment

Redeemable
noncontrolling
interest
adjustment

Redeemable
noncontrolling
interest
adjustment

Accretion of
redeemable
noncontrolling
interests

Net income (loss)	
Reallocation of noncontrolling interests	
Balance as of June 30, 2024	
Common stock issuances, net of equity raise costs	
Assumption of the Put Option liability	
Dividends (\$0.38 per common share) and other distributions (\$0.38 per OP Unit and OPEU)	
Dividends (\$0.38 per common share) and other distributions (\$0.38 per OP Unit and OPEU)	
Dividends (\$0.38 per common share) and other distributions (\$0.38 per OP Unit and OPEU)	
Stock-based compensation	
Stock-based compensation	
Stock-based compensation	
Withholding of common stock for employee taxes	
Other comprehensive income (loss)	
Conversion of Management Profits Interests	
Class C units	
Redemption of preferred shares and OPEUs	
Reimbursement of Advance Distributions	
Reclassification of the Preference Shares	

Issuance of OPEUs and settlement of Class D Units
Issuance of OPEUs and settlement of Class D Units
Issuance of OPEUs and settlement of Class D Units
Redeemable noncontrolling interest adjustment
Redeemable noncontrolling interest adjustment
Redeemable noncontrolling interest adjustment
Accretion of redeemable noncontrolling interests
Net income (loss)
Reallocation of noncontrolling interests
Balance as of September 30, 2024

See accompanying notes to condensed consolidated financial statements.

LINEAGE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF REDEEMABLE NONCONTROLLING INTERESTS AND EQUITY (Unaudited)

(in millions)

Common Stock

Redeemable noncontrolling interests							Retained earnings	Accumulated other comprehensive income (loss)	Noncontrolling interests
	Redeemable noncontrolling interests	Number of shares	Amount at par value	Additional paid-in capital	Series A preferred stock	(accumulated deficit)			
<i>(in millions)</i>									
Redeemable noncontrolling interests							Retained earnings	Accumulated other comprehensive income (loss)	Noncontrolling interests
	Redeemable noncontrolling interests	Number of shares	Amount at par value	Additional paid-in capital	Series A preferred stock	(accumulated deficit)			

Balance as of
December 31,
2022

Common stock
issuances, net
of equity raise
costs

Contributions
from
noncontrolling
interests

Distributions

Distributions

Distributions

Stock-based
compensation

Stock-based
compensation

Stock-based
compensation

Other
comprehensive
income (loss)

Redemption of
common stock

Redemption of
common stock

Redemption of
common stock

Redemption of
units issued as
stock
compensation

Redemption of
units issued as
stock
compensation

Redemption of
units issued as
stock
compensation

Redeemable
noncontrolling
interest
adjustment

Accretion of
redeemable
noncontrolling
interests

Net income
(loss)

Reallocation of
noncontrolling
interests

Balance as of
March 31, 2023

Common stock
issuances, net
of equity raise
costs

Distributions

Distributions

Distributions

Stock-based
compensation

Stock-based
compensation

Stock-based
compensation

Other
comprehensive
income (loss)

Accretion of
redeemable
noncontrolling
interests

Accretion of
redeemable
noncontrolling
interests

Accretion of
redeemable
noncontrolling
interests

Net income
(loss)

Reallocation of
noncontrolling
interests

Balance as of
June 30, 2023

Distributions

Distributions

Distributions

Stock-based
compensation

Stock-based
compensation

Stock-based
compensation

Other
comprehensive
income (loss)

Noncontrolling
interests
acquired in
business
combinations

Noncontrolling
interests
acquired in
business
combinations

Noncontrolling interests acquired in business combinations
Sale of noncontrolling interests
Redemption of units issued as stock compensation
Redemption of units issued as stock compensation
Redemption of units issued as stock compensation
Redeemable noncontrolling interest adjustment
Accretion of redeemable noncontrolling interests
Net income (loss)
Reallocation of noncontrolling interests
Balance as of September 30, 2023

See accompanying notes to condensed consolidated financial statements

LINEAGE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

Six Months Ended June 30,		Nine Months Ended September 30,	
2024	2024	2023	2024
		(unaudited)	

Cash flows from operating activities:

Net income (loss)
 Net income (loss)
 Net income (loss)

Adjustments to reconcile net income (loss) to net cash provided by operating activities:

Provision for credit losses
 Provision for credit losses
 Provision for credit losses

Impairment of long-lived and intangible assets

Gain on insurance recovery (see Note 16, *Commitments and contingencies*)

Gain on insurance recovery (see Note 17, *Commitments and contingencies*)

Loss on sale of a subsidiary (see Note 4, *Business combinations, asset acquisitions, and divestitures*)

Depreciation and amortization
(Gain) loss on extinguishment of debt, net
Amortization of deferred financing costs and above/below market debt
Stock-based compensation
(Gain) loss on foreign currency transactions, net
Deferred income tax
Vesting of Class D interests (see Note 2, <i>Capital structure and noncontrolling interests</i>)
One-time internalization expense to Bay Grove (see Note 2, <i>Capital structure and noncontrolling interests</i>)
Other operating activities
Changes in operating assets and liabilities (excluding effects of acquisitions):
Accounts receivable
Accounts receivable
Accounts receivable
Prepaid expenses, other assets, and other long-term liabilities
Inventories
Accounts payable and accrued liabilities and deferred revenue
Right-of-use assets and lease obligations
Net cash provided by operating activities
Cash flows from investing activities:
Acquisitions, net of cash acquired
Acquisitions, net of cash acquired
Acquisitions, net of cash acquired
Deposits on pending acquisitions
Deposits on pending acquisitions
Deposits on pending acquisitions
Purchase of property, plant, and equipment
Proceeds from sale of assets
Proceeds from insurance recovery on impaired long-lived assets
Other investing activity
Net cash used in investing activities
Cash flows from financing activities:
Capital contributions, net of equity raise costs
Capital contributions, net of equity raise costs
Capital contributions, net of equity raise costs
Distributions to stockholders
Distributions to stockholders
Issuance of common stock in IPO, net of equity raise costs
Distributions to stockholders
Distributions to noncontrolling interests
Redemption of redeemable noncontrolling interests
Redemption of redeemable noncontrolling interests
Redemption of redeemable noncontrolling interests
Repurchase of common shares for employee income taxes on stock-based compensation
Financing fees
Proceeds from long-term debt
Repayments of long-term debt and finance leases
Payment of deferred and contingent consideration liabilities
Borrowings on revolving line of credit
Repayments on revolving line of credit
Redemption of units issued as stock compensation

Redemption of common stock
Redemption of OPEUs
Other financing activity
Net cash provided by financing activities
Net cash provided by (used in) financing activities
Impact of foreign exchange rates on cash, cash equivalents, and restricted cash
Net increase (decrease) in cash, cash equivalents, and restricted cash
Cash, cash equivalents, and restricted cash at the beginning of the period
Cash, cash equivalents, and restricted cash at the end of the period

LINEAGE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	Six Months Ended June 30,		Nine Months Ended September 30,	
	2024	2024	2023	2024
				(unaudited)

Supplemental disclosures of cash flow information:

Cash paid for taxes

Cash paid for taxes

Cash paid for taxes

Cash paid for interest

Noncash activities:

Purchases of property, plant, and equipment in Accounts payable and accrued liabilities

Purchases of property, plant, and equipment in Accounts payable and accrued liabilities

Purchases of property, plant, and equipment in Accounts payable and accrued liabilities

Accrued distributions to noncontrolling interests

Accrued distributions to noncontrolling interests

Assumption of put option liability

Assumption of put option liability

Assumption of put option liability

Accrued distributions to noncontrolling interests

Accrued declared common share dividends

Accrued declared common share dividends

Accrued declared common share dividends

Debt assumed on acquisitions

Net deferred and contingent consideration on acquisitions

Non-cash common stock issuances

Net deferred and contingent consideration on acquisitions

Non-cash common stock issuances

Non-cash common stock issuances

Noncash capital contribution from noncontrolling interests

Noncash capital contribution from noncontrolling interests

Noncash capital contribution from noncontrolling interests

Equity raise costs

See accompanying notes to condensed consolidated financial statements.

LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

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LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

(1) Significant accounting policies and practices

(a) Nature of operations

Lineage, Inc. together with its subsidiaries (individually or collectively as the context requires, the "Company") is a global temperature-controlled warehouse real estate investment trust ("REIT") with a modern and strategically located network of temperature-controlled warehouses. The Company offers a broad range of essential warehousing services and integrated solutions for a variety of customers with complex requirements in the food supply chain. The Company's primary business is temperature-controlled warehousing, and the Company owns and operates the majority of its facilities. The Company provides customers with storage space, as well as handling and other warehousing services. The Company may rent to a customer an entire warehouse, a set amount of reserved space in a warehouse for a set term, or non-exclusive space in a warehouse pursuant to a storage agreement. In addition, the Company operates several critical and value-add temperature-controlled business lines within its integrated solutions business, including, among others, transportation and refrigerated rail car leasing. Lineage Logistics Holdings, LLC ("LLH") is the Company's principal operating subsidiary. Bay Grove Management Company, LLC ("Bay Grove Management"), an affiliate of Bay Grove Capital, LLC ("Bay Grove Capital"), provides LLH operating support pursuant to **an operating** a transition services agreement.

On July 26, 2024, the Company closed its initial public offering (the "IPO") of 56,882,051 shares of its common stock at a price of \$78.00 per share, with a subsequent exercise in full by the underwriters of their option to purchase from the Company an additional 8,532,307 shares of common stock that closed on July 31, 2024. **The net proceeds to us from the IPO were \$4,873 million.** Refer to Note 20, 2, **Subsequent events Capital structure and noncontrolling interests** for a further description of the related impacts.

(b) *Basis of presentation and principles of consolidation*

The accompanying unaudited condensed consolidated financial statements have been prepared in conformity with the accounting principles generally accepted in the United States ("GAAP") and applicable rules and regulations of the U.S. Securities and Exchange Commission ("SEC") for interim financial information. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. These financial statements include all adjustments, which consist of normal, recurring adjustments and transactions or events discretely impacting the interim periods, considered necessary for a fair statement of the financial position, results of operations, and cash flows of the Company. Certain prior period amounts have been reclassified to conform to current period presentation. The accompanying condensed consolidated financial statements include the accounts of Lineage, Inc. consolidated with the accounts of all subsidiaries and affiliates in which the Company holds a controlling financial interest as of the financial statement date. The operating results for the interim periods ended **June 30, 2024** **September 30, 2024** and 2023 are not necessarily indicative of results for the full year and should be read in conjunction with the Company's consolidated financial statements and notes thereto for the year ended December 31, 2023 included in the Company's prospectus dated July 24, 2024, filed with the SEC pursuant to Rule 424(b) under the Securities Act of 1933, as amended, on July 26, 2024 (the "Prospectus") in connection with the Company's IPO.

The Company consolidates a voting interest entity ("VOE") in which it has a controlling financial interest and a variable interest entity ("VIE") if it possesses both the power to direct the activities of the VIE that most significantly affect its economic performance, and (a) is obligated to absorb the losses that could be significant to the VIE or (b) holds the right to receive benefits from the VIE that could be significant to the VIE. As of **June 30, 2024** **September 30, 2024**, the Company did not have any VIEs.

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LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

(c) *Use of estimates in preparation of financial statements*

The preparation of the Company's condensed consolidated financial statements in conformity with GAAP requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the financial statement date and the reported amounts of revenues and expenses during the period. The Company bases its estimates on various factors and information which may include, but are not limited to, history and prior experience, expected future results, new related events, and economic conditions, which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from

LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

other sources. Actual results may differ from the estimates used in preparing the Company's condensed consolidated financial statements.

(d) *Recently adopted accounting pronouncements*

In June 2022, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2022-03, *Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions*. The amendments in this ASU clarify that a contractual restriction on sale of an equity security is not considered part of the unit of account of the equity security and, therefore, is not considered in measuring fair value. The amendments also clarify that an entity cannot, as a separate unit of account, recognize and measure a contractual sale restriction. The ASU also requires additional disclosures surrounding equity securities subject to contractual sale restrictions. The Company adopted this ASU on January 1, 2024. The adoption of the new standard did not have a material impact on the condensed consolidated financial statements.

(e) *Recently issued accounting pronouncements not yet adopted*

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. The amendments in this ASU require that an entity disclose significant segment expenses that are regularly provided to the chief operating decision maker ("CODM") and included within each reported measure of segment profit or loss, disclose an amount for other segment items by reportable segment and a description of the amount's composition, and provide all annual disclosures about a reportable segment's profit or loss and assets currently required by Accounting Standards Codification ("ASC") 280, *Segment Reporting*, in interim periods. The amendments also require that an entity disclose the title and position of the CODM with an explanation of how the CODM uses the reported measure(s) of segment profit or loss in assessing segment performance and making resource allocation decisions. This ASU is effective for fiscal years beginning after December 15, 2023 and interim periods beginning after December 15, 2024. The Company **is still evaluating** **expects** the **impact** **adoption** of this **guidance** **ASU will have on result in additional disclosures but will not impact** its consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. This ASU amends existing income tax disclosure guidance, primarily requiring more detailed disclosure for income taxes paid and the effective tax rate reconciliation. This ASU is effective for fiscal years beginning after December 15, 2024. The Company is still evaluating the impact this guidance will have on its consolidated financial statements.

In March 2024, the SEC adopted new rules that will require registrants to provide certain climate-related information in their registration statements and annual reports. The rules require information about a registrant's climate-related risks that are reasonably likely to have a material impact on its business, results of operations, or financial condition. The required information about climate-related risks will also include disclosure of a registrant's greenhouse gas emissions. Additionally, the rules will require registrants to present certain climate-related financial metrics in their audited financial statements. Some portions of the new rules will be effective for annual reporting periods beginning in calendar year 2025 and some in 2026. In April 2024, the SEC voluntarily stayed the implementation of these rules, pending resolution of judicial review. The Company is currently evaluating the impact of the rule changes on its consolidated financial statements.

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In March 2024, the FASB issued ASU 2024-01, *Compensation — Stock Compensation (Topic 718): Scope Application of Profits Interests and Similar Awards*. This ASU clarifies the application of ASC 718, *Compensation — Stock Compensation*, to profits interests and similar instruments by providing illustrative examples of the proper accounting for such awards. The ASU does not contain changes to the application of the previously existing accounting guidance. This ASU is effective for fiscal years beginning after December 15, 2024. The Company does not expect this ASU to have an effect on the Company's consolidated financial statements because the Company's accounting for profits interests and similar instruments conforms to the clarified guidance.

LINEAGE, INC. AND SUBSIDIARIES

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(f) Accounts receivable and Notes receivable

Accounts receivable are recorded at the invoiced amount and are stated net of estimated allowances for uncollectible balances. Notes receivable primarily consist of amounts that are due and payable related to a variety of unique Company transactions. The current portion of notes receivable is recorded in Accounts receivable, net and the non-current portion is recorded in Other assets in the condensed consolidated balance sheets. The current portion of notes receivable was \$5 million \$7 million and \$6 million as of **June 30, 2024** **September 30, 2024** and December 31, 2023, respectively. **The** **There were no non-current notes receivable as of September 30, 2024, and the** non-current portion of notes receivable was \$3 million and \$20 million as of **June 30, 2024** and **December 31, 2023, respectively.** Allowances for uncollectible balances are reserved based on expected credit losses. Management exercises judgement in establishing these allowances and considers the balance outstanding and payment history. The Company writes off receivables against the allowances after all reasonable collection efforts are exhausted. The Company's allowance for accounts receivable was \$8 million and \$7 million as of **June 30, 2024** **September 30, 2024** and December 31, 2023, respectively.

(g) Investments in partially owned entities

The Company accounts for its investments in partially owned entities where the Company does not have a controlling interest but has significant influence using the equity method of accounting, under which the net income of the entity is recognized in income and presented in Equity method investments in the condensed consolidated balance sheets. Allocations of profits and losses are made per the terms of the organizational documents. The Company's ownership percentages in such **investments** **entities** range from 9.0% 8.9% to 50.0%.

The Company has committed to invest up to a total of \$108 million in its equity method investment Emergent Cold LatAm Holdings, LLC ("LatAm"). The Company has contributed invested a total of \$83 million to date, of which date. The Company made no investments during the Company three months ended September 30, 2024, and invested \$13 million during the nine months ended September 30, 2024 and \$8 million and \$13 million \$29 million during the three and six nine months ended **June 30, 2024**, respectively, and \$6 million and \$21 million during the three and six months ended **June 30, 2023** **September 30, 2023**, respectively. The Company has an option to purchase the remaining equity interests in LatAm during a period beginning on the third anniversary and expiring on the sixth anniversary of its initial investment date, which was July 2021.

The Company has interests in partially owned entities where the Company does not have a controlling interest or significant influence. These investments do not have readily determinable fair values, and the Company has elected the measurement alternative to measure these investments at cost less impairment, adjusted by observable price changes, with any fair value changes recognized in earnings. Refer to Note 12, *Fair value measurements* for additional information. As of **June 30, 2024** **September 30, 2024** and December 31, 2023, the carrying amount of these investments was \$31 million and \$30 million, respectively, and is presented in Other assets in the condensed consolidated balance sheets.

(2) Capital structure and noncontrolling interests

Lineage, Inc. was organized in 2017 under Maryland law by an affiliate of Bay Grove Capital and operates as a REIT for United States (U.S.) federal income tax purposes.

On July 26, 2024, the Company closed its IPO of 56,882,051 shares of its common stock at a price of \$78.00 per share, with a subsequent exercise in full by the underwriters of their option to purchase from the Company an additional 8,532,307 shares of common stock that closed on July 31, 2024. The net proceeds to the Company from the IPO, after deducting underwriting discounts and commissions and offering expenses paid or payable by the Company, were \$4,873 million. In connection with the IPO, the Company effectuated certain changes in its capital structure to facilitate the

LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

offering. The impacts of these transactions (the "Formation Transactions") on the Company's capital structure are described below.

As of **June 30, 2024** **September 30, 2024**, all the majority of the outstanding common shares of the Company were held by BG Lineage Holdings, LLC, a Delaware limited liability company ("BGLH"). The Company is the **managing member general partner** of Lineage OP, LP, formerly known as Lineage OP, LLC ("Lineage OP" or the "Operating Partnership") and owns a controlling financial interest in Lineage OP. Lineage OP holds all direct interests in LLH other than certain interests held by **BG Maverick, LLC** ("BG Maverick"). Prior to the IPO and Formation Transactions, **LLH MGMT Profits, LLC** ("LLH MGMT"), and **LLH MGMT Profits II, LLC** ("LLH MGMT II"), and **BG Maverick, LLC** ("BG Maverick") also held certain interests in LLH.

Lineage, Inc. capital structure

(a) Common Stock

Lineage, Inc. has one class of common stock. Each share of common stock entitles the holder to one vote on matters submitted to a vote of the shareholders. Holders of common stock have the right to receive any dividend declared by the Company.

Lineage, Inc. is authorized to issue up to 500,000,000 common shares with a par value of \$0.01 per share. As of **June 30, 2024** **September 30, 2024** and December 31, 2023, there were **161,749,791** **228,403,383** and 162,017,515 common shares issued and outstanding, respectively.

During the **six** three and nine months ended **June 30, 2024** **September 30, 2024** and 2023, the Company redeemed shares of its common stock as authorized by its Board of Directors ("Board"). Any redeemed shares are constructively retired and returned to an unissued status. During the **six** three months ended **June 30, 2024** **September 30, 2024**, the Company redeemed a total of **254,680** **148** shares at an average cost of **\$98.37** **\$85.54** for a total cost of less than \$1 million. During the nine months ended September 30, 2024, the Company redeemed a total of 254,828 shares at an average cost of \$98.36 per share for a total cost of \$25 million. During the **six** three months ended

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June 30, 2023, **September 30, 2023**, no shares were redeemed. During the nine months ended September 30, 2023, the Company redeemed a total of 37,037 shares at an average cost of \$90.00 per share for a total cost of \$3 million.

(b) Series A Preferred stock

Lineage, Inc. is authorized to issue up to 100,000,000 shares of preferred stock, \$0.01 par value per share, of which 630 shares are designated as Series A Cumulative Non-Voting Preferred Stock of Lineage, Inc. ("Series A Preferred Stock"). Shares of Series A Preferred Stock have a \$1,000 liquidation preference and a cumulative 12.0% per annum dividend preference. The Series A Preferred Stockholders have limited voting rights with respect to matters pertaining to the Series A Preferred Stock and no voting rights on matters submitted to the common stockholders of Lineage, Inc. for a vote. Additionally, the Series A Preferred Stock may be redeemed at Lineage, Inc.'s option for consideration equal to \$1,000 per share plus all accrued and unpaid dividends thereon to and including the date fixed for redemption and are not convertible or exchangeable for any other property or securities of Lineage, Inc.

Prior to the Formation Transactions, there were 630 shares of Series A Preferred Stock issued and outstanding, of which 505 were held by BGLH. During the three months ended **June 30, 2024** and **2023**, no **September 30, 2024**, all shares of Series A Preferred Stock were **redeemed**, **redeemed in exchange for cash** consideration of \$1 million, which included accrued dividends through the redemption date. No shares of Series A Preferred Stock were outstanding as of **September 30, 2024**.

LINEAGE, INC. AND SUBSIDIARIES**Notes to Condensed Consolidated Financial Statements - Unaudited*****Operating Partnership capital structure***

The Operating Partnership has three classes of equity: Class A, Class B, and Class C units. A summary of these ownership interests Partnership's capital structure as of June 30, 2024 September 30, 2024 and December 31, 2023 is as follows:

	June 30, 2024	December 31, 2023
	September 30, 2024	December 31, 2023
Partnership common units owned by Lineage, Inc.		
Partnership common units owned by Non-Company LPs		
Legacy OP Class A Units & Legacy OP Class B Units owned by Non-Company LPs		
Redeemable Legacy OP Class B Units owned by Non-Company LPs		
LTIP Units held by Non-Company LPs		
Class A units owned by Lineage, Inc.		
Class A & B units owned by Non-Company LPs		
Redeemable Class A units owned by Non-Company LPs		
Total		

Class C units in the Operating Partnership, which were reclassified into other interests in the Formation Transactions, are excluded from the above summary because their only claim on the underlying assets of the Operating Partnership is was the distribution described below.

Noncontrolling interest in the Operating Partnership relates to the interest in the Operating Partnership owned by investors other than Lineage, Inc. ("Non-Company LPs, LPs").

(b) (c) Noncontrolling Interest in Operating Partnership - Partnership common units

Partnership common units include all Operating Partnership capital interests not designated as another class of units in the Operating Partnership's Agreement of Limited Partnership (the "Operating Partnership Agreement"). In connection with the Formation Transactions, all Class A units previously held by Lineage, Inc. were reclassified into partnership common units. Lineage, Inc. holds all partnership common units with the exception of those held by Non-Company LPs. Partnership common units held by Non-Company LPs represent a noncontrolling interest in the Operating Partnership and are included in Noncontrolling interests in the condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity.

Partnership common units have certain redemption rights which enable the holders to cause the Operating Partnership to redeem their partnership common units in exchange for, at the Company's option, cash per unit equal to the market price of the Company's common shares at the time of the redemption or for the Company's common shares on a one-for-one basis. The number of shares issuable upon exercise of the redemption rights will be adjusted upon the occurrence of share splits, mergers, or other share transactions which would have the effect of diluting the ownership interests of the holders of partnership common units. Such redemption rights generally may not be exercised until 14 months after the initial acquisition of the partnership common units, except for partnership common units obtained in exchange for the Legacy Class A OP Units, Legacy Class B OP Units, LTIP Units, and OPEUs described below, each of which have different holding periods. The Company may also redeem partnership common units in connection with a tender offer made at the Company's option.

(d) Noncontrolling Interest in Operating Partnership - Legacy Class A OP Units, Legacy Class B OP Units, Class A, Class B, and Class C units

As of June 30, 2024 Prior to the IPO and December 31, 2023, Formation Transactions, Non-Company LPs owned 10.8% and 10.3% of the outstanding held certain Class A, Class B, and Class C units in the Operating Partnership, respectively, excluding Partnership. These units were exchanged for Legacy Class A OP Units and Legacy Class B OP Units (collectively, "Legacy OP Units") in the redeemable Operating Partnership units described below. Formation Transactions. Class A and Class B units are were

LINEAGE, INC. AND SUBSIDIARIES**Notes to Condensed Consolidated Financial Statements - Unaudited**

both voting capital interests in the Operating Partnership and ~~are~~ were similar to each other in all material respects, except that Class A units held by Non-Company LPs ~~bear~~ bore a Founders Equity Share (as described below) payable to Class C unit holders, whereas Class B units ~~do~~ did not.

BG Cold, LLC ("BG Cold"), an affiliate of Bay Grove Management, ~~holds~~ held all outstanding Class C units of the Operating Partnership. Class C units ~~provide~~ provided BG Cold the right to receive a percentage distribution ("Founders Equity Share") upon certain distributions made to Non-Company LPs who ~~hold~~ held Class A units of the Operating Partnership. Class C units also ~~receive~~ received a distribution upon certain repurchases and redemptions of Class A units of the Operating Partnership held by Non-Company LPs. The calculation of the Founders Equity Share borne by Class A units in the Operating Partnership held by Non-Company LPs ~~varies~~ varied depending on the sub-class of Class A units but generally ~~amounts~~ amounted to a percentage of all value appreciation over certain thresholds. On a quarterly basis, BG Cold also ~~receives~~ received an advance distribution ("Advance Distribution") against its future Founders Equity Share based on a formulaic amount of all capital contributed to the Operating Partnership after August 3, 2020. This Advance Distribution ~~is~~ was an advance on the Class C Founders Equity Share to be paid upon the sale, redemption, liquidation of, or other distributions to, Class A units and would offset subsequent Class C unit Founders Equity Share distributions paid in conjunction with a hypothetical sale, redemption, liquidation, or other distribution.

BG Cold received a total of ~~\$12 million~~ \$3 million and ~~\$23 million~~ \$26 million in Advance Distributions during the three and ~~six~~ nine months ended ~~June 30, 2024~~ September 30, 2024, respectively. BG Cold received a total of ~~\$12 million~~ \$11 million and ~~\$23 million~~ \$34 million in Advance Distributions for the three and ~~six~~ nine months ended ~~June 30, 2023~~ September 30, 2023, respectively. The payment of the Advance Distribution during the three months ended September 30, 2024 was the final payment of Advance Distribution and represented a prorated amount of the Advance Distribution for the full three months ended September 30, 2024, payable for the period from July 1, 2024 through the date of the IPO.

Legacy OP Units are economically equivalent to partnership common units and hold the same voting rights. BG Lineage Holdings LHR, LLC serves as the representative of all Legacy OP Units (the "LHR"). As representative of the Legacy OP Units, the LHR is empowered to exercise the voting power for all Legacy OP Units. Legacy OP Units are not redeemable for cash or other consideration, but can be reclassified into an equal number of partnership common units at any time at the discretion of the LHR, and all Legacy OP Units must be reclassified into partnership common units prior to the third anniversary of the IPO. Once converted, the partnership common units that are obtained in the conversion of Legacy OP Units are immediately redeemable in exchange for, at the Company's option, cash per unit equal to the market price of the Company's common shares at the time of redemption or for the Company's common shares on a one-for-one basis. Legacy Class A OP Units and Legacy Class B OP Units are similar in all material respects except with regard to the continuation of Founders Equity Share described below.

Each Legacy Class A OP Unit is comprised of two sub-units that are legally separate interests, with one sub-unit referred to as the "A-Piece Sub-Unit" and the other sub-unit referred to as the "C-Piece Sub-Unit." The A-Piece Sub-Units and the C-Piece Sub-Units exist to continue the calculation of Founders Equity Share due to BG Cold after the reclassification of the pre-existing Class A and Class C units. The holders of the A-Piece Sub-Units and C-Piece Sub-Units will each share in the settlement of Legacy Class A OP Units when they are ultimately reclassified into partnership common units, with the amount of partnership common units received by holders of A-Piece Sub-Units and C-Piece Sub-Units determined based on the calculation of Founders Equity Share described above. Legacy Class B OP Units do not have any sub-units and are not impacted by Founders Equity Share.

During the three months ended September 30, 2024, 984,103 Legacy OP Units were reclassified into partnership common units.

(c) (e) Noncontrolling Interest in Operating Partnership - LTIP Units

The Company grants interests in the Operating Partnership to certain members of management in the form of LTIP Units. LTIP Units are a form of voting interest in the Operating Partnership which may be subject to

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vesting requirements. Immediately upon the grant of an LTIP Unit, the recipient of the LTIP Unit is admitted into the Operating Partnership as a Non-Company LP. Holders of LTIP Units are entitled to receive distributions from the Operating Partnership as they are declared or in the event of a liquidation of the Operating Partnership on a pari passu basis with holders of other classes of Operating Partnership units, with the exception of certain LTIP Units which, prior to vesting, only receive 10% of any declared distributions. The LTIP Units are also entitled to share in the profits and losses of the Operating Partnership. Accordingly, both vested and unvested LTIP Units are accounted for as Noncontrolling interests in the condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity.

Vested LTIP Units may be convertible into partnership common units. LTIP Units are only eligible to be converted into partnership common units if the capital account balance of the LTIP unitholder with respect to such LTIP Units is at least equal to Lineage, Inc.'s capital account balance with respect to an equal number of partnership common units, subject to certain adjustments ("capital account equivalence"). Once the LTIP Units have reached capital account equivalence and become vested, they may be converted into partnership common units on a one-for-one basis. Partnership common units obtained after conversion from the LTIP Units are redeemable in exchange for, at the Company's option, cash per unit equal to the market price per share of the Company's common stock at the time of redemption or for shares of the Company's common stock on a one-for-one basis, in each case subject to certain adjustments. Partnership common units obtained after conversion from LTIP Units may not be redeemed until the 18 month anniversary of the date that the LTIP Units were originally granted (or such longer period as may be provided in the applicable LTIP Unit award agreement).

(f) Redeemable Noncontrolling Interests - Operating Partnership Units

Certain Operating Partnership units held by Non-Company LPs are redeemable at the greater of a fixed redemption amount or fair value if certain liquidation events do not occur. Under ASC 810, *Consolidation*, the noncontrolling interest is adjusted each reporting period for income (loss) attributable to the noncontrolling interest based on the relative ownership percentage of these Non-Company LPs. Each reporting period, the Company accretes the changes in the redemption value of the redeemable noncontrolling interest over the period of issuance to the earliest redemption date and records an adjustment if the accreted redemption value is greater than the ASC 810 carrying value. These adjustments, if any, are affected by charges against equity. In accordance with ASC 480, *Distinguishing Liabilities From Equity*, the Company elected to apply the "Equity Classification — Entire Adjustment Method," which treats the entire adjustment for the redeemable noncontrolling interests to an amount other than the ASC 810 carrying value as an adjustment to equity using retained earnings (or additional paid-in capital in absence of retained earnings). The Company's adjustments are recorded to Additional paid-in capital - common stock in the condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity because the Company is in an accumulated deficit position. These adjustments to equity are not a component of net income, however, they are accounted for in the Company's calculations of earnings (loss) per share ("EPS") as disclosed in Note 19, *Earnings (loss) per share*.

In connection with the acquisition of MTC Logistics Holdings, LLC and certain real property (together with its subsidiaries, "MTC Logistics"), the Company entered into an Equity Purchase Agreement with the sellers of MTC Logistics. Under the terms of the agreement, the sellers acquired certain Class A units of the Operating Partnership and the sellers had a one-time right as of March 1, 2025 to put all, or a portion of, the units for cash. Upon the exercise of the put right, the price to be paid for the redeemable noncontrolling interests would have been the current fair market value of the redeemable noncontrolling interest, subject to a minimum price ("floor") equivalent to \$34 million if the put right is exercised for all the units. In lieu of redemption, the sellers may have elected to receive any combination of cash and/or additional Operating Partnership units that equaled the excess of \$34 million over the fair market value of the units as of the election date.

In connection with the Formation Transactions, these units were reclassified into Legacy Class A-4 OP units that provide the holders with similar redemption rights as of March 1, 2025. These redemption rights allow the holders of Legacy Class A-4 OP units to (1) redeem any or all of the Legacy Class A-4 OP units at a guaranteed

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floor of \$106.59 (less certain distributions received after June 26, 2024) or, if greater, the then-current fair market value of the Legacy Class A-4 OP units to be redeemed or (2) receive a one-time true-up paid in cash or through the issuance of new Legacy Class A-4 OP units or new common units (or any combination of cash and units) in the amount by which the guaranteed minimum value of \$106.59 per unit (less certain distributions received after June 26, 2024) exceeds the then-current fair market value of the Legacy Class A-4 OP units. Legacy Class A-4 OP units can also be reclassified into an equal number of common units at any time as may be agreed by the holders of Legacy Class A-4 OP units and the LHR, or under certain other circumstances at the discretion of the LHR acting as representative of such holders. Legacy Class A-4 OP units are comprised of A-Piece Sub-Units and C-Piece Sub-Units similar to other Legacy Class A OP units and any redemption of Legacy Class A-4 OP units would require the settlement of any accrued Founders Equity Share through the date of the redemption, which may increase the per unit payment by the Operating Partnership required in connection with any redemption of these units.

Both the Class A units and the Legacy Class A-4 OP units held by the sellers of MTC Logistics before and after the Formation Transactions are accounted for as Redeemable noncontrolling interests in the condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity due to the put right held by the sellers. The required accretion adjustments related to these units include the impact of Founders Equity Share.

In connection with the acquisition of Cherry Hill Joliet, LLC, 279 Marquette Drive, LLC, Joliet Cold Storage, LLC, and Bolingbrook Cold Storage, LLC (collectively, "JCS") in 2021, the Company entered into an Equity Purchase Agreement with the sellers of JCS. Under the terms of the agreement, the sellers acquired 941,176 Class A units of the Operating Partnership, and the sellers had a one-time right as of February 1, 2024 to put all, or a portion of, the units for cash. These units were accounted for as Redeemable noncontrolling interests in the

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condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity due to the put right held by the sellers. Upon the exercise of the put right, the price to be paid for the redeemable noncontrolling interests was the current fair market value of the redeemable noncontrolling interest, subject to a minimum price ("floor") equivalent to \$97 million if the put right was exercised for all the units. Any redemption also required a distribution of any accrued but unpaid Founders Equity Share through the date of redemption, and the required accretion adjustments related to these units included the impact of the Founders Equity Share.

On February 1, 2024, one of the holders of these units elected to exercise their redemption rights for 61,593 of these units in exchange for total proceeds of \$6 million. As a result of the partial redemption, BG Cold received a distribution of \$1 million in respect of Founders Equity Share. The holders waived their redemption rights for their remaining 879,583 units, and the units remained outstanding, which resulted in a reclassification of the redeemable noncontrolling interest to noncontrolling interest in the Operating Partnership. The difference between the carrying value of the redeemable noncontrolling interest and the ASC 810 carrying value for the remaining noncontrolling interest was recognized in Additional paid-in capital - common stock in the condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity.

LLH Capital Structure

The Operating Partnership owns all outstanding equity interests of LLH except for those held by BG Maverick and holds all outstanding common units in LLH. Prior to the IPO and Formation Transactions, LLH MGMT and LLH MGMT II also held interests in LLH. The equity interests held by BG Maverick, LLH MGMT, and LLH MGMT II are accounted for as Noncontrolling interests in the condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity.

(g) OPEUs and Class D Interests in LLH

Prior to the IPO and Formation Transactions, BG Maverick held all outstanding Class D units in LLH. Class D units in LLH were non-voting profits interests. In respect of these interests, BG Maverick was entitled to receive

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a formulaic annual amount of income and profits that was payable only in a liquidity event. The Company concluded that the Class D units in LLH held by BG Maverick did not have the substantive risks and rewards of equity ownership of LLH, and therefore did not represent a substantive class of equity in LLH and were not recorded as Noncontrolling interests in the condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity. As the payment of the distribution in respect of Class D units in LLH was contingent upon the occurrence of a liquidity event that was not considered probable to occur, the Company did not record a liability for the amounts to be paid, in accordance with ASC 450, *Contingencies*.

As a result of the IPO and Formation Transactions, the Class D units in LLH held by BG Maverick became payable. The Company recognized an expense of \$185 million associated with the Class D interests in LLH during the three months ended September 30, 2024. In addition, the previous operating services agreement between LLH and Bay Grove described in Note 16, *Related-party balances* was terminated and Bay Grove's right to receive distributions in respect of Class D units in LLH was suspended in exchange for a one-time increase of \$200 million (the "Internalization"). These amounts are included within Acquisition, transaction, and other expense in the condensed consolidated statements of operations and comprehensive income (loss).

A portion of these amounts equal to \$198 million was allocated to the Operating Partnership, the effect of which is that all Advance Distributions described above are repaid and the full Founders Equity Share will be paid to holders of C-Piece Sub-Units in connection with any sale, redemption, or liquidation of, or other distributions to, Legacy Class A OP Units. In settlement of the remaining obligations due in connection with Class D units in LLH and the Internalization, LLH issued 2,447,990 Operating Partnership Equivalent Units ("OPEUs"). OPEUs are a voting capital interest in LLH which are similar in all material respects to the common units of LLH held by the Operating Partnership. At any time beginning after July 24, 2026, any holder of OPEUs may require that the Operating Partnership exchange the OPEUs for partnership common units on a one-for-one basis. Any partnership common units issued in exchange for OPEUs may not be redeemed until after all Legacy OP Units have been reclassified into partnership common units. OPEUs are recorded as Noncontrolling interests in the condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity based on their relative ownership in LLH.

In connection with the Formation Transactions, LLH repurchased 986,842 OPEUs from BG Maverick in exchange for cash proceeds of \$75 million. The excess of this redemption payment over the carrying value of the OPEUs was recognized in Additional paid-in capital - common stock.

As of September 30, 2024, there were 1,461,148 OPEUs outstanding, which represents 0.6% ownership in LLH.

(h) Management Profits Interests Class C units

The Company had previously granted interests in LLH MGMT and LLH MGMT II to certain members of management. LLH MGMT and LLH MGMT II held all outstanding Class C units in LLH ("Management Profits Interests Class C units"). Management Profits Interests Class C units entitled LLH MGMT and LLH MGMT II, and, BG Maverick, by extension, certain members of management, to a formulaic amount of the profits of LLH, generally based on the growth of the Company's share price over a certain threshold, subject to certain adjustments.

In connection with the Formation Transactions, vested Management Profits Interests Class C units that had met the required value threshold were exchanged for Legacy Class B OP Units or shares of Company stock. Unvested Management Profits Interests Class C units were terminated. The Company issued replacement awards for unvested Management Profits Interests Class C unit holders and certain vested Management Profits Interests Class C units that had not met required value thresholds under the 2024 Plan (as defined below) in the form of time-based restricted stock units ("RSUs") and/or time-based LTIP Units, as further described in Note 15, *Stock-based compensation*. No Management Profits Interests Class C units remain outstanding as of September 30, 2024. The noncontrolling interest previously recognized related to vested Management Profits

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Interest Class C units was reclassified into other forms of stockholders' equity, as applicable, with the difference between the carrying value of the Management Profits Interest Class C units and the Legacy Class B OP Units and shares of common stock recognized as an adjustment to Additional paid-in capital - common stock.

On certain occasions, the Company offered a repurchase opportunity for certain Management Profits Interests Class C units by offering cash settlement to repurchase units at their current fair market value. Certain Management Profits Interests Class C units were redeemed in exchange for a cash total of \$3 million and \$13 million during the three and nine months ended September 30, 2023, respectively. No such redemptions occurred during the three and nine months ended September 30, 2024. In the condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity, the carrying value of the redeemed units is recorded as a reduction of Noncontrolling interests, while the excess of the redemption payments over the carrying value of the redeemed units is recorded as a reduction of Additional paid-in capital - common stock.

Other Noncontrolling interests

Certain subsidiaries of LLH have also issued equity interests to third parties. All of these equity interests are accounted for as Noncontrolling interests in the condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity.

(d) (i) Noncontrolling Interests in Other Consolidated Subsidiaries

Noncontrolling interests in Other Consolidated Subsidiaries include entities other than the Operating Partnership in which the Company has a controlling interest but which are not wholly owned by the Company. Third parties own the following interests in the below Other Consolidated Subsidiaries:

		June 30, 2024		December 31, 2023	
		September 30,		December 31, 2023	
		2024	2023	2023	2023
Cool Port Oakland Holdings, LLC	Cool Port Oakland Holdings, LLC	13.3 %	13.3 %	Cool Port Oakland Holdings, LLC	13.3 %
Lineage Jiuheng Logistics (HK) Group Company Ltd.	Lineage Jiuheng Logistics (HK) Group Company Ltd.	40.0 %	40.0 %	Lineage Jiuheng Logistics (HK) Group Company Ltd.	40.0 %
Kloosterboer BLG Coldstore GmbH	Kloosterboer BLG Coldstore GmbH	49.0 %	49.0 %	Kloosterboer BLG Coldstore GmbH	49.0 %
Turvo India Pvt. Ltd.	Turvo India Pvt. Ltd.	1.0 %	1.0 %	Turvo India Pvt. Ltd.	1.0 %

In addition to the third-party interests detailed above, Noncontrolling interests in Other Consolidated Subsidiaries also include Series A Preferred shares issued by each of the Company's REIT subsidiaries to third-party investors. Each REIT subsidiary has issued Series A Preferred shares, which are non-voting shares that have a \$1,000 liquidation preference and a cumulative 12.0% per annum dividend preference. The REIT subsidiary Series A Preferred shares may be redeemed at the Company's option for consideration equal to \$1,000 plus all accrued and unpaid dividends thereon to and including the date fixed for redemption and are not convertible or exchangeable for any other property or securities of the Company.

The Company's REIT subsidiaries had an aggregate amount of 373 Series A preferred shares held by third parties outstanding as of June September 30, 2024 and December 31, 2023.

(e) (i) Management Profits Convertible Redeemable Noncontrolling Interests Class C units - Preference Shares

The On October 1, 2021 ("Closing Date"), the Company grants acquired 100% of the outstanding equity interests in LLH MGMT Kloosterboer Group B.V. and LLH MGMT II its subsidiaries ("Kloosterboer"). Pursuant to certain members the terms of management, LLH MGMT the Sale and LLH MGMT II hold all outstanding Class C units Purchase Agreement and the Investment Agreement executed on the Closing Date, the seller (the "Co-Investor") elected to reinvest €200 million in LLH ("Management Profits Interests Class C units" the Company's newly formed Dutch subsidiary in the form of 2,952,738 non-voting preferred equity instruments with a per share nominal value of €0.007 (the "Preference Shares"). Management Profits Interests Class C units entitle LLH MGMT issued on the Closing Date. The Preference Shares accrue a fixed, cumulative, preferential dividend at the rate of 14% per annum until the second anniversary of the Closing Date, and LLH MGMT II, and, by extension, 10% per annum thereafter, compounded annually.

LINEAGE, INC. AND SUBSIDIARIES

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Once per year, the Co-Investor has a regular redemption right. Further, the Co-Investor has special redemption rights upon the occurrence of certain members of management, to a formulaic amount events.

The Investment Agreement also provided the holder of the profits Preference Shares conversion rights upon the occurrence of LLH, generally based certain events. The conversion rights were structured to track the economic performance of select Class A units of the Operating Partnership if the Company did not complete an initial public offering and to track the economic performance of common stock of Lineage, Inc. if the Company did complete an initial public offering ("Tracker Shares"). To the extent that the Co-Investor did not exercise its right to conversion, all outstanding Preference Shares, including all unpaid, accrued preferential dividends, shall be mandatorily redeemed for cash by the Company upon the fifth anniversary of the Closing Date. The accrued preferential dividend shall only be paid upon a regular redemption of the Preference Shares and would not have been payable if the Co-Investor exercised its conversion or special redemption right.

The Company has applied the guidance under ASC 480-10-S99-3A on the growth classification and subsequent measurement of the Company's share price over Preference Shares. The Preference Shares represented a certain threshold, subject to certain adjustments.

On certain occasions, redeemable noncontrolling interest in the Company offers a repurchase opportunity for certain Management Profits Interests Class C units by offering cash settlement to repurchase units at their current fair market value, and were presented within Certain Management Profits Interests Class C units were redeemed. Redeemable noncontrolling interests in exchange for a cash total of \$10 million during the six months ended June 30, 2023. No such redemptions occurred during the three months ended June 30, 2023 or during the three and six months ended June 30, 2024. In the condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity, the Preference Shares qualified for classification in temporary equity (outside of Stockholders' equity) because the carrying value redemption feature was not solely within the control of the redeemed units is Company. As the Preference Shares were currently redeemable, the Company measured redeemable noncontrolling interests at the greater of (i) the initial carrying amount and dividends or (ii) the maximum redemption value, including accrued dividends payable under the redemption feature as of the balance sheet date. Required redeemable noncontrolling interest adjustments were recorded as a reduction of Noncontrolling an increase or decrease to Redeemable noncontrolling interests while the excess of the redemption payments over the carrying value of the redeemed units is recorded as a reduction of, with an offsetting adjustment to Additional paid-in capital - common stock.

(f) *Convertible Redeemable Noncontrolling Interests* - The Co-Investor informed the Company that they would not exercise the right to convert the Preference Shares into Tracker Shares upon IPO. As a result of this election, all outstanding Preference Shares, including all unpaid, accrued preferential dividends, shall be mandatorily redeemed in exchange for cash or a variable number of shares of the Company's common stock. As a result, upon completion of the IPO, the Preference Shares have been reclassified in the accompanying condensed consolidated balance sheets from Redeemable noncontrolling interests to Other long-term liabilities based on the fair value of the liability at the time of reclassification. See Note 14, Other long-term liabilities for additional information.

During the three and ~~six~~ nine months ended ~~June~~ September 30, 2024 and ~~June 30, 2023~~ September 30, 2023, the Company recorded net redeemable noncontrolling interest adjustments, representing the effect of foreign currency on the carrying amount and accrued dividends payable. The net redeemable noncontrolling interest adjustments during the three months ended September 30, 2024 represent the adjustments for the period prior to the IPO. As of ~~June 30, 2024~~ and December 31, 2023, there were 2,214,553 Preference Shares outstanding. As of ~~June 30, 2024~~ and December 31, 2023, the ending redeemable noncontrolling interest balance of \$225 million and \$221 million, respectively, represents the maximum redemption value of the Preference Shares.

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Notes to Condensed Consolidated Financial Statements - Unaudited

Below is a summary of all activity for the Company's redeemable noncontrolling interests during the ~~six~~ nine months ended ~~June 30, 2024~~ September 30, 2024 and 2023, which are discussed in further detail above.

	Redeemable Noncontrolling (in millions) Partnership Units	Convertible Redeemable Noncontrolling Interests - Preference Shares	Redeemable Noncontrolling Interest - Operating Subsidiaries	Total Redeemable Noncontrolling Interests	Redeemable Noncontrolling (in millions) Partnership Units	Convertible Redeemable Noncontrolling Interest - Preference Shares	Redeemable Noncontrolling Interest - Operating Subsidiaries	Total Redeemable Noncontrolling Interests
Balance as of December 31, 2023								
Distributions								
Distributions								

Distributions
Redemption of
redeemable
noncontrolling interests
Redemption of
redeemable
noncontrolling interests
Redemption of
redeemable
noncontrolling interests

Expiration of
redemption option

Expiration of
redemption option

Expiration of
redemption option

Accretion of
redeemable
noncontrolling interests
Accretion of
redeemable
noncontrolling interests
Accretion of
redeemable
noncontrolling interests

Balance as of March 31,
2024

Balance as of March 31,
2024

Balance as of March 31,
2024

Redeemable
noncontrolling interest
adjustment
Redeemable
noncontrolling interest
adjustment
Redeemable
noncontrolling interest
adjustment

Accretion of
redeemable
noncontrolling
interests

Balance as of June 30,
2024

Balance as of June 30,
2024

Balance as of June 30,
2024

Reclassification of the
Preference Shares
Reclassification of the
Preference Shares
Reclassification of the
Preference Shares

Redeemable noncontrolling interest adjustment
Redeemable noncontrolling interest adjustment
Redeemable noncontrolling interest adjustment
Accretion of redeemable noncontrolling interests
Accretion of redeemable noncontrolling interests
Accretion of redeemable noncontrolling interests
Net income (loss)
Balance as of September 30, 2024
Balance as of September 30, 2024
Balance as of September 30, 2024

(in millions)	Redeemable Noncontrolling Interests - Operating Partnership Units	Convertible Redeemable Noncontrolling Interests - Preference Shares	Redeemable Noncontrolling Interest - Operating Subsidiaries	Total Redeemable Noncontrolling Interests
	\$ 85	\$ 213	\$ —	\$ 298
Balance as of December 31, 2022	\$ 85	\$ 213	\$ —	\$ 298
Redeemable noncontrolling interest adjustment	—	4	—	4
Accretion of redeemable noncontrolling interests	9	—	—	9
Balance as of March 31, 2023	94	217	—	311
Accretion of redeemable noncontrolling interests	9	—	—	9
Balance as of June 30, 2023	103	217	—	320
Other comprehensive income (loss)	(1)	—	—	(1)
Noncontrolling interests acquired in business combinations	—	—	7	7
Redeemable noncontrolling interest adjustment	—	(6)	—	(6)
Accretion of redeemable noncontrolling interests	9	—	—	9
Balance as of September 30, 2023	\$ 111	\$ 211	\$ 7	\$ 329

LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

(in millions)	Redeemable Noncontrolling Interests - Operating Partnership Units	Convertible Redeemable Noncontrolling Interests - Preference Shares	Total Redeemable Noncontrolling Interests

Balance as of December 31, 2022	\$	85	\$	213	\$	298
Redeemable noncontrolling interest adjustment		—		4		4
Accretion of redeemable noncontrolling interests		9		—		9
Balance as of March 31, 2023	\$	94	\$	217	\$	311
Accretion of redeemable noncontrolling interests		9		—		9
Balance as of June 30, 2023	\$	103	\$	217	\$	320

Below is a summary of all activity for the Company's noncontrolling interests during the **six** **nine** months ended **June 30, 2024** **September 30, 2024** and 2023, which are discussed in further detail above.

	Operating Partnership Units (in millions)	Noncontrolling Interests in Other Consolidated Subsidiaries	Management Profits Interests Class C Units	Total Noncontrolling Interests (in millions)	Operating Partnership Units (in millions)	Noncontrolling Interests in Other Consolidated Subsidiaries	Management Profits Interests Class C Units	Noncontrolling Interest in Other Consolidated Subsidiaries - OPEU	Total Noncontrolling Interests
Balance as of December 31, 2023									
Distributions									
Distributions									
Distributions									
Stock-based compensation									
Stock-based compensation									
Stock-based compensation									
Other comprehensive income (loss)									
Expiration of redemption option									
Expiration of redemption option									
Expiration of redemption option									
Net income (loss)									
Net income (loss)									
Net income (loss)									
Reallocation of noncontrolling interests									
Balance as of March 31, 2024									
Distributions									
Distributions									
Distributions									
Stock-based compensation									
Stock-based compensation									
Stock-based compensation									
Other comprehensive income (loss)									
Net income (loss)									
Net income (loss)									
Net income (loss)									
Reallocation of noncontrolling interests									
Balance as of June 30, 2024									

Distributions (\$0.38 per OP Unit and OPEU)
Distributions (\$0.38 per OP Unit and OPEU)
Distributions (\$0.38 per OP Unit and OPEU)
Stock-based compensation
Stock-based compensation
Stock-based compensation
Other
comprehensive income (loss)
Conversion of Management Profits Interests Class C units
Conversion of Management Profits Interests Class C units
Conversion of Management Profits Interests Class C units
Redemption of OPEUs
Redemption of OPEUs
Redemption of OPEUs
Reimbursement of Advance Distributions
Issuance of OPEUs and settlement of Class D Units
Net income (loss)
Net income (loss)
Net income (loss)
Reallocation of noncontrolling interests
Balance as of September 30, 2024

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LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

(in millions)	Operating Partnership Units - (in millions) Class A, B, & C	Noncontrolling Interests in Other Consolidated Subsidiaries	Management Profits Interests Class C	Total Units	Noncontrolling Interests (in millions)	Operating Partnership Units	Noncontrolling Interests in Other Consolidated Subsidiaries	Management Profits Interests Class C	Total Units
Balance as of December 31, 2022									

Contributions from noncontrolling interests	
Distributions	
Distributions	
Distributions	
Stock-based compensation	
Stock-based compensation	
Stock-based compensation	
Other comprehensive income (loss)	
Redemption of units issued as stock compensation	
Redemption of units issued as stock compensation	
Redemption of units issued as stock compensation	
Redemption of units issued as stock compensation	
Net income (loss)	
Net income (loss)	
Net income (loss)	
Reallocation of noncontrolling interests	
Balance as of March 31, 2023	
Distributions	
Distributions	
Distributions	
Stock-based compensation	
Stock-based compensation	
Stock-based compensation	
Other comprehensive income (loss)	
Net income (loss)	
Net income (loss)	
Net income (loss)	
Reallocation of noncontrolling interests	
Balance as of June 30, 2023	
Distributions	
Distributions	
Distributions	
Stock-based compensation	
Stock-based compensation	
Stock-based compensation	
Other comprehensive income (loss)	
Sale of noncontrolling interests	

Sale of noncontrolling interests
Sale of noncontrolling interests
Net income (loss)
Net income (loss)
Net income (loss)
Reallocation of noncontrolling interests
Balance as of September 30, 2023

In the tables above, for the period after the IPO and Formation Transactions, Operating Partnership Units include Partnership common units held by Non-Company LPs, Legacy OP Units held by Non-Company LPs, and LTIP Units held by Non-Company LPs. For the period before the IPO and Formation Transactions, Operating Partnership Units include Class A, Class B, and Class C units of the Operating Partnership held by Non-Company LPs.

Dividends and Distributions

During the three months ended September 30, 2024, the Company's board of directors declared a prorated quarterly cash dividend of \$0.38 per share of common stock. The dividend is prorated for the period commencing on July 26, 2024, the date the Company's initial public offering was consummated, and ending on September 30, 2024. The dividend was payable to shareholders of record as of September 30, 2024 and was paid on October 21, 2024.

Concurrently with the declaration of the dividend on common stock, Lineage, Inc., as general partner of the Operating Partnership, authorized the Operating Partnership to make distributions to the holders of partnership common units, Legacy OP Units, and LTIP Units. The Operating Partnership also makes tax payments on behalf of its partners, which constitute additional insignificant distributions. The Operating Partnership, as managing member of LLH, authorized LLH to make distributions to the holders of common units in LLH and OPEUS. As further described in Note 15, *Stock-based compensation*, RSUs accrue dividend equivalents as the Company declares dividends on its common stock, and upon the vesting of the RSUs, the plan participant receives the dividend payment.

In the condensed consolidated balance sheets as of September 30, 2024, all unpaid dividend and distribution amounts which will be paid within one year are included in Accrued dividends and distributions, and all unpaid dividend and distribution amounts which will be paid in more than one year are included within Other long-term liabilities. The only amounts which will be payable in more than one year are those payable with respect to dividend equivalents which vest in more than one year. In the condensed consolidated balance sheets as of December 31, 2023, all unpaid dividend and

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LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

distribution amounts are included in Accrued dividends and distributions. Intercompany distributions from LLH to the Operating Partnership and from the Operating Partnership to Lineage, Inc. are eliminated in consolidation.

Put options

In connection with the Formation Transactions, the Company executed a put option agreement, which provides special redemption rights and top-up rights, each as defined below, that mirror the rights of certain classes of BGLH equity interests (the "Put Options"). Pursuant to the Put Options, BGLH has the right to either:

- Distribute, in various installments from September 2024 through December 2025 (the "Put Option Exercise Window") up to 2,036,738 shares of the Company's common stock currently held by BGLH to certain holders of BGLH equity interests, and these holders will then have the individual right to cause the Company to purchase any or all of these shares for an amount equal to a contractual guaranteed minimum price or, in some cases, if greater, the then-current fair market value of the shares of the Company's common stock as of a specified date.
- In some cases, demand a top-up through a cash payment or through the issuance of additional shares of the Company's common stock in exchange for no proceeds, or any combination thereof, in an amount equal to the amount by which the contractual guaranteed minimum price exceeds the then-current fair market value of shares of the Company's common stock at specified times during the Put Option Exercise Window.

The contractual guaranteed minimum price will be reduced by any distributions received by the holders of the BGLH equity interests, which are paid by BGLH using funds received by BGLH from payments of dividends by the Company. The Company has assessed the Put Options as freestanding financial instruments which are classified as liabilities under ASC 480, because the Put Options represent written put options on the Company's common stock which may be net cash settled or net share settled. Upon the execution of the put option agreement, the Company recorded liabilities for the Put Options based on fair value, with an offsetting charge to Retained earnings (accumulated deficit) in the accompanying condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and

equity during the three months ended September 30, 2024. The liability associated with Put Options that have Put Option Exercise Windows which are within one year of the balance sheet date are recorded in Accounts payable and accrued liabilities in the accompanying condensed consolidated balance sheets. The liability associated with any Put Options that have Put Option Exercise Windows which expire more than one year after the balance sheet date are recorded in Other long-term liabilities.

The Company calculates the fair value of the Put Options utilizing a Monte Carlo simulation to estimate the ultimate Company obligation during the Put Option Exercise Window. For each simulated path, the market price of the shares of the Company's common stock relative to the contractual guaranteed minimum price is estimated during the Put Option Exercise Window, which determines the Company's obligation under each Put Option. The fair value of the Put Options is the average discounted obligation across all simulation paths. The Company remeasures this liability at fair value on a recurring basis, as described in Note 12, *Fair value measurements*, and adjustments to the fair value are recorded within Other nonoperating income (expense), net in the accompanying condensed consolidated statements of operations and comprehensive income (loss). During the three and nine months ended September 30, 2024, the Company recorded fair value adjustments of \$4 million related to the Put Options.

LINEAGE, INC. AND SUBSIDIARIES

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A summary of these Put Options, by Put Option Exercise Window, as of September 30, 2024 is as follows:

(in millions)	Shares subject to the Put Option	Liability included in Accounts payable and accrued liabilities	Liability included in Other long-term liabilities
September 1, 2024 to October 16, 2024	250,675	\$ 10	\$ —
November 1, 2024 to December 16, 2024 ⁽¹⁾	—	18	—
June 1, 2025 to June 6, 2025	616,022	29	—
September 1, 2025 to September 8, 2025	1,058,328	42	—
October 3, 2025 to October 10, 2025	111,713	—	8
Total	2,036,738	\$ 99	\$ 8

⁽¹⁾ This Put Option does not contain redemption rights, only rights to a top-up through a cash payment or through the issuance of additional shares of the Company's common stock in exchange for no proceeds, or any combination thereof.

On November 4, 2024, the Put Option with an Exercise Window of September 1, 2024 to October 16, 2024 was settled. As a result of this settlement, the Company repurchased 221,821 shares of its common stock in exchange for proceeds of \$26 million and made a top-up payment in cash of \$1 million.

(3) Revenue

The following table disaggregates the Company's net revenues by major stream and reportable segment for the three months ended June 30, 2024 and 2023 and for the six months ended June 30, 2024 and 2023.

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,		2023 (in millions)	Three Months Ended September 30,		Nine Months Ended September 30,		2024	2023	2024	2023
	2024	2023	2024	2023		2024	2023	2024	2023				
Warehousing operations													
Warehouse lease revenues													
Managed services													
Other													
Total Global Warehousing													
Transportation													
Transportation													
Transportation													
Food sales													
Redistribution revenues													
E-commerce and other													
Railcar lease revenues													
Total Global Integrated Solutions													

Total net revenues

The Company has no material warranties or obligations for allowances, refunds, or other similar obligations. As a practical expedient, the Company does not assess whether a contract has a significant financing component, as the period between the transfer of service to the customer and the receipt of customer payment is less than a year.

As of **June 30, 2024** **September 30, 2024**, the Company had **\$984 million** **\$1,002 million** of remaining unsatisfied performance obligations from contracts with customers subject to a non-cancellable term and within contracts that have an original expected duration exceeding

LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

one year. These obligations also do not include variable consideration beyond the non-cancellable term, which, due to the inability to quantify by estimate, is fully constrained. The Company expects to recognize **20.9%** **21.4%** of

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LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

these remaining performance obligations as revenue over the next 12 months and the remaining **79.1%** **78.6%** to be recognized over a weighted average period of **9.99.7** years through 2043.

Accounts receivable balances related to contracts with customers were **\$818** **796** million and \$805 million as of **June 30, 2024** **September 30, 2024** and December 31, 2023, respectively.

Deferred revenue balances related to contracts with customers were **\$82** **\$81** million and \$93 million as of **June 30, 2024** **September 30, 2024** and December 31, 2023, respectively. Substantially all revenue that was included in the deferred revenue balances at the beginning of 2024 has been recognized as of **June 30, 2024** **September 30, 2024** and represents revenue from the satisfaction of storage and handling services billed in advance.

(4) Business combinations, and asset acquisitions, and divestitures

2024 Acquisitions

(a) *Entrepôt du Nord*

On February 1, 2024, the Company acquired all of the outstanding equity of Entrepôt du Nord Inc. and 2957-8002 Quebec Inc. (collectively "EDN") through a share purchase agreement for \$60 million in cash consideration. EDN owns and operates a temperature controlled warehouse facility near Montreal in Quebec, Canada. Inclusive of measurement period adjustments, the Company has preliminarily assigned the fair values of the assets acquired and liabilities assumed, including \$36 million of property, plant, and equipment, \$19 million of customer relationships intangible assets, \$1 million of cash, \$1 million of net working capital assets, \$12 million of deferred tax liabilities, and \$15 million of goodwill. During the **three** **nine** months ended **June 30, 2024** **September 30, 2024**, the Company recorded measurement period adjustments relating to updated fair value estimates of acquired property, plant, and equipment, customer relationships intangible assets, and deferred income tax liabilities, which resulted in a \$7 million decrease to goodwill.

The goodwill associated with this acquisition is primarily attributable to the strategic benefits of strengthening the Company's warehousing network in Canada and is attributable to the Company's Global Warehousing segment. The goodwill associated with this acquisition is not amortizable for income tax purposes. The Company's condensed consolidated statements of operations and comprehensive income (loss), redeemable noncontrolling interests and equity, and cash flows for the three and **six** **nine** months ended **June 30, 2024** **September 30, 2024** include the results of operations for this business since the date of acquisition.

(b) *Facility in Western Australia*

On May 22, 2024 the Company entered into a definitive agreement to acquire a cold storage facility in Western Australia. The transaction, which is expected to close in the fourth quarter of 2024, is subject to the receipt of regulatory approvals and satisfaction of other customary closing conditions.

(c) *Eurofrigor*

On June 28, 2024, the Company acquired all of the outstanding equity of Eurofrigor S.r.l. Magazzini Generali ("Eurofrigor") through a quota purchase agreement for approximately \$17 million (\$14 million net of cash acquired). Eurofrigor owns and operates a temperature controlled warehouse facility in Controguerra, Italy. The transaction has been accounted for as an asset acquisition.

(c) **Luik Natie**

On July 31, 2024, the Company purchased all of the outstanding equity of Luik Natie Holding N.V. ("Luik Natie") through a share purchase agreement in Belgium for \$52 million, inclusive of possible contingent earn-out payments of \$12 million. The contingent earn-out amount is based on EBITDA performance and a potential expansion of the campus. In addition, the Company has assumed debt of \$14 million. Luik Natie owns and operates a campus of facilities in the port city of Antwerp-Burges, Belgium, providing freezer, cooler, and ambient storage and transportation services. The company has preliminarily assigned the fair values of the assets acquired and liabilities assumed, including \$48 million of property, plant, and equipment, \$6 million of customer relationship intangible assets, \$1 million of cash, \$4 million of accounts receivable, \$5 million of trade and other payables, \$9 million of deferred tax liabilities, and \$21 million of goodwill.

The goodwill associated with this transaction is primarily attributable to the strategic benefits of strengthening the Company's warehousing and transportation network in Belgium and providing access to the port of

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Notes to Condensed Consolidated Financial Statements - Unaudited

Antwerp-Burgess, the second largest in Europe. The goodwill associated with this transaction is not amortizable for income tax purposes. The goodwill has not yet been allocated to a reportable segment, as the valuation is preliminary.

(d) **Facility in Western Australia**

On May 22, 2024 the Company entered into a definitive agreement to acquire a cold storage facility in Western Australia for \$11 million. The transaction closed on November 1, 2024.

Updates Relating to Prior Period Acquisitions

(a) **VersaCold**

On August 2, 2022, the Company acquired all the outstanding equity interests of VersaCold GP Inc., 1309266 BC ULC and VersaCold Acquireco, L.P. and its subsidiaries, including the operating entity VersaCold Logistics Services, (collectively "VersaCold"). Included in cash consideration transferred was a liability assumed by the

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Company to be paid to the Canadian Revenue Agency ("CRA") on behalf of the sellers. The amount owed to the CRA was \$32 million \$4 million and \$43 million as of June 30, 2024 September 30, 2024 and December 31, 2023, respectively, and is included in Accounts payable and accrued liabilities in the condensed consolidated balance sheets. The Company paid \$11 million \$28 million and \$39 million to the CRA during the three and six nine months ended June 30, 2024 September 30, 2024, respectively.

The initial accounting for the 2024 and four of the 2023 business combinations has been completed on a preliminary basis. The primary areas of acquisition accounting that are not yet finalized relate to the valuation of all acquired real estate assets, intangible assets, and related income tax assets and liabilities. The Company's estimates and assumptions are subject to change during the measurement period, not to exceed one year from the acquisition date, and actual values may materially differ from the preliminary estimates.

2023 Divestitures

In the third quarter of 2023, as part of the Company's continued focus on increasing profitability, the Company completed the sale of its 75% interest in Erweda BV and its subsidiaries. The cash consideration transferred was immaterial. Erweda BV was included in the Global Integrated Solutions segment and remains a supplier for the Company's food sales business. During the three and nine months ended September 30, 2023, the Company recognized a net loss on sale of Erweda BV of \$21 million, included in Other nonoperating income (expense), net on the condensed consolidated statements of operations and comprehensive income (loss) and derecognized noncontrolling interests in the amount of \$4 million.

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(5) Property, plant, and equipment

Property, plant, and equipment, net consists of the following:

(in millions)	(in millions)	June	December	Estimated Useful Life (in Years)	(in millions)	September 30, 2024	December	Estimated Useful Life (Years)
		30, 2024	31, 2023			31, 2023		
Buildings, building improvements, and refrigeration equipment	Buildings, building improvements, and refrigeration equipment	\$8,568	\$ 8,545	1 — 40	1 — 40	Buildings, building improvements, and refrigeration equipment	\$ 8,805	\$ 8,545
Land and land improvements	Land and land improvements	1,477	1,446	15 — Indefinite	15 — Indefinite	Land and land improvements	1,538	1,446
Machinery and equipment	Machinery and equipment	1,341	1,316	5 — 20	5 — 20	Machinery and equipment	1,519	1,316
Railcars	Railcars	540	535	7 — 50	7 — 50	Railcars	540	535
Furniture, fixtures, and equipment	Furniture, fixtures, and equipment	611	563	1 — 7	1 — 7	Furniture, fixtures, and equipment	617	563
Gross property, plant, and equipment								
Less accumulated depreciation								
Less accumulated depreciation								
Less accumulated depreciation								
Construction in progress								
Construction in progress								
Construction in progress								
Property, plant, and equipment, net								
Property, plant, and equipment, net								
Property, plant, and equipment, net								

For the three and **six** nine months ended **June 30, 2024** **September 30, 2024**, the Company recorded impairment charges of **\$29 million** **\$4 million** and **\$33 million**, **\$24 million** of respectively, which was primarily related to losses from the warehouse fire in Kennewick, Washington (refer to Note **16, 17, Commitments and contingencies** for details) and **\$4 million** of which was related to losses on properties classified as held. The Company recorded no impairment charges for **sale**, the three months ended September 30, 2023. For the three and **six** nine months ended **June 30, 2023** **September 30, 2023**, the Company recorded impairment charges relating to property, plant, and equipment of **\$1 million** and **\$2 million**, respectively. **\$2 million**. Impairment charges are included in Restructuring, impairment, and (gain) loss on disposals in the condensed consolidated statements of operations and comprehensive income (loss).

LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

(6) Goodwill and other intangible assets, net

Changes in the carrying amount of goodwill for each reportable segment for the **six** **nine** months ended **June 30, 2024** **September 30, 2024** are as follows:

(in millions)	Global Integrated			Total
	Global Warehousing	Solutions		
Balance, December 31, 2023	\$ 2,750	\$ 644	\$	3,394
Goodwill acquired ¹	22	—	—	22
Measurement period adjustments ¹	(7)	—	—	(7)
Foreign currency translation	(42)	(6)	—	(48)
Balance, June 30, 2024	<u>\$ 2,723</u>	<u>\$ 638</u>	<u>\$</u>	<u>3,361</u>
<hr/>				
(in millions)	Global Integrated			Total
	Global Warehousing	Solutions	Other ²	
Balance, December 31, 2023	\$ 2,750	\$ 644	\$ —	\$ 3,394
Goodwill acquired ¹	22	—	21	43
Measurement period adjustments ¹	(7)	—	—	(7)
Foreign currency translation	11	2	1	14
Balance, September 30, 2024	<u>\$ 2,776</u>	<u>\$ 646</u>	<u>\$ 22</u>	<u>\$ 3,444</u>

(1) See Note 4, *Business combinations, and asset acquisitions, and divestitures* for details.

(2) Other consists of goodwill not yet assigned to a reportable segment.

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The following are the Company's total other intangible assets as of:

June 30, 2024			September 30, 2024								
(in millions)			(in millions)			(in millions)			(in millions)		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount		Useful Life (Years)	Gross Carrying Amount	A
Customer relationships	\$ 1,500	\$ (389)	\$ 1,111	\$ 1,507	\$ (343)	\$ 1,164	5 - 28	5 - 28	Customer relationships	\$ 1,537	A
In-place leases	94	(23)	71	98	(21)	77	77	2 - 31	In-place leases	2 - 31	
Technology	32	(7)	25	32	(5)	(5)	27	10	Technology	10	
Trade names	9	(6)	3	24	(21)	(21)	3	1 - 15	Trade names	1 - 15	
Other	20	(12)	8	20	(11)	(11)	9	4 - 17	Other	4 - 17	

Other
intangible
assets

During the three and **six** months ended **June 30, 2024** **September 30, 2024**, the Company derecognized fully-amortized intangible assets and the associated accumulated amortization totaling **\$5 million** **\$2 million** and **\$20.22 million**, respectively. During the three and **six** months ended **June 30, 2023**, the Company derecognized fully-amortized intangible assets and the associated accumulated amortization totaling **\$5 million** and **\$7 million**, respectively.

Customer relationships intangible assets acquired during the **six** months ended **June 30, 2024** **September 30, 2024** have **an estimated** weighted-average amortization period of **13.15** years.

(7) Prepaid expenses and other current assets

(in millions)	(in millions)	June 30, 2024	December 31, 2023	(in millions)	September 30, 2024	December 31, 2023
Prepaid expenses						
Other current assets						
Deferred equity raise costs						
Prepaid expenses and other current assets						

(8) Income taxes

The Company's provision for income taxes is based upon an estimated annual tax rate for the year applied to U.S. federal, U.S. state, and foreign income. Significant discrete items that are not consistent from period to period are recorded to Income tax expense (benefit) in the quarter in which they occur.

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The Company's effective tax rate for the three and **six** months ended **June 30, 2024** **September 30, 2024** was **(9.6%)** **7.7%** and **2.3%** **6.7%**, respectively. The Company's effective tax rate for the three and **six** months ended **June 30, 2023** **September 30, 2023** was **0.0%** **9.1%** and **(37.5%)** **17.0%**, respectively. The annual effective tax rates differ from the U.S. statutory rate primarily due to the Company operating as a real estate investment trust (REIT) REIT for U.S. federal income tax purposes, the differences in tax rates at which foreign income is taxed, and certain nondeductible expenses, income tax credits, and changes in valuation allowance.

During the three months ended September 30, 2024, the Company released a valuation allowance established on deferred tax assets attributable to existing net operating losses carryforwards and tax credits in the U.S., resulting in an income tax benefit of \$24 million, recorded in Deferred income tax liability on the condensed consolidated balance sheets. The release of the valuation allowance was due to the Company's internal restructurings. In assessing the realizability of the Company's deferred tax assets and the appropriateness of the remaining valuation allowances, management continues to consider the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax-planning strategies. There is a reasonable possibility that within the next twelve months, sufficient positive or negative evidence may become available to allow the Company to reach a conclusion that would warrant a change in our valuation allowance positions, and any related changes will be recorded in the period such a determination is made.

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LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

(9) Debt

(in millions)	(in millions)	June 30, 2024	December 31, 2023	(in millions)	September 30, 2024	December 31, 2023
Unsecured Credit Facilities						
Unsecured Notes						
Secured Debt						
Other						
Unsecured credit facilities						
Unsecured notes						

Secured debt
Unsecured term loans
Total debt
Less current portion long-term debt
Less deferred financing costs
Less below-market debt
Plus above-market debt
Total long-term debt, net

(a) *Unsecured Credit Facilities*

As of **June 30, 2024** **September 30, 2024** and December 31, 2023, the Company had an outstanding balance on Unsecured Credit Facilities of **\$5,811 million** **\$2,735 million** and \$3,080 million, respectively, inclusive of the following debt instruments:

i. *Credit Agreement - Revolving Credit Facility and Term Loan A*

On December 22, 2020, the Company entered into a revolving credit and term loan agreement (collectively, the "Credit Agreement") consisting of a multi-currency revolving credit facility (the "Revolving Credit Facility" or "RCF") and a U.S. dollar ("USD") denominated term loan (the "Term Loan A" or "TLA") with various lenders. The Revolving Credit Facility and Term Loan A had an original maturity of December 22, 2024 and December 22, 2025, respectively. The Credit Agreement became unsecured with an amendment on August 20, 2021.

Effective February 15, 2024, the Company amended and restated the Credit Agreement, increasing the Company's borrowing capacity under the existing Revolving Credit Facility from \$2,625 million to \$3,500 million. The amendment also resulted in a pay down of \$875 million on the Term Loan A using funds available on the Revolving Credit Facility. After the amendment, the remaining outstanding balance on the Term Loan A is \$1,000 million. Additionally, the amendment gives the Company the right to increase the size of the existing Term Loan A, add one or more incremental term loans, and/or increase commitments under the Revolving Credit Facility, up to \$500 million, which would increase the total aggregate commitment amount of the existing Credit Agreement to \$5,000 million. The amended maturity dates for the Revolving Credit Facility and Term Loan A are February 15, 2028 and February 15, 2029, respectively. Under the terms of the Credit Agreement, the Revolving Credit Facility may be extended through two six-month extension options that can be exercised if certain conditions are met.

In connection with the February 2024 refinancing of the Credit Agreement, the Company incurred total fees and expenses of \$34 million, of which \$31 million was capitalized as deferred financing costs, \$2 million was recognized as an immediate loss on extinguishment of debt, and \$1 million was recognized in General and administrative expense as third-party costs related to a debt modification. Of the capitalized \$31 million in deferred financing costs, \$26 million related to the Revolving Credit Facility and \$5 million related to the Term Loan A, which are presented in Other assets and Long-term debt, net, respectively, in the condensed consolidated balance sheets. In addition, the Company

LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

recognized an additional \$5 million in loss on extinguishment of debt related to unamortized deferred financing costs for the portions of the Credit Agreement determined to be extinguished.

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Notes to Condensed Consolidated Financial Statements - Unaudited

The following table provides the details of the Credit Agreement:

	June 30, 2024				December 31, 2023				September 30, 2024				December 31, 2023			
	(in millions)	Contractual Interest Rate (1)		Carrying Amount (USD)	(in millions)	Contractual Interest Rate (1)		(in millions)	(in millions)	Contractual Interest Rate (1)		(in millions)	(in millions)	Contractual Interest Rate (1)		Carrying Amount (USD)
		Borrowing	Rate (1)			Borrowing	Rate (1)			Borrowing	Rate (1)			Borrowing	Rate (1)	
Term Loan A																

USD
USD
USD
Revolving Credit Facility

USD
USD
USD
AUD
NZD
DKK
CAD

EUR
AUD
DKK
NZD
NOK
Total Revolving Credit Facility

1SOFR = for purpose of the above instruments, the term "SOFR" refers to the Term Secured Overnight Financing Rate plus 0.1% (or "Adjusted Term SOFR"), CDOR = Canadian Dollar Offered Rate, BBSW = Bank Bill Swap Rate, EURIBOR = Euro Interbank Offered Rate, CIBOR = Copenhagen Interbank Offered Rate, NIBOR = Norwegian Interbank Offered Rate, BKBM = Bank Bill Reference Rate

There were **\$67 million** in letters of credit issued on the Company's Revolving Credit Facility as of **June 30, 2024** and **\$67 million** as of December 31, 2023. Under the Credit Agreement, the Company has the ability to issue up to \$100 million as letters of credit.

On June 25, 2024, the Company amended the Credit Agreement to include two new syndicate lenders. Apart from the addition of these lenders, there were no significant changes to the total loan amounts, terms, or conditions of the Credit Agreement.

On July 30, 2024, Moody's Ratings assigned a first-time Baa2 issuer rating to the Company, with a stable outlook. On August 6, 2024, Fitch Ratings assigned a first-time BBB+ issuer rating to the Company, with a stable outlook. These assigned ratings qualified as an investment grade rating event under the terms of the Credit Agreement and allowed the Company to elect the contractual interest rate margin to be based on the Company's debt rating instead of the total leverage ratio, effective August 1, 2024, which reduced the RCF and TLA interest rate to Adjusted Term SOFR +1.05%. Upon receipt of the Fitch Rating, the RCF and TLA interest rate was further reduced to Adjusted Term SOFR + 0.93%.

ii. Delayed-draw term loan facility

On February 15, 2024, the Company entered into an unsecured delayed-draw term loan facility ("DDTL") with a borrowing capacity of up to \$2,400 million. The involved parties, in addition to the Company, included a syndicate of banks, financial institutions, and other entities, with notable participants being JPMorgan Chase Bank, N.A. ("JPMorgan") also acting as the administrative agent, and Wells Fargo Securities LLC also acting as a syndication agent. Under this facility, the full commitment was available for borrowing in a single drawing during the period commencing on the closing date and ending on May 10, 2024. In addition, the Company has the right to increase the size of the DDTL, up to \$500 million, which would increase the total aggregate commitment amount to \$2,900 million.

On April 9, 2024, the Company drew \$2,400 million under the DDTL.

The DDTL matures on February 14, 2025. The DDTL may be extended through a twelve-month extension option that can be exercised if certain conditions are met and an extension fee of 0.3% is paid.

The agreement permits prepayments of principal, in whole or in part, at any time, without premium or penalty. There are also additional instances outlined that would trigger a mandatory principal prepayment under specified events. The Company is required used the proceeds to prepay pay off the principal using the entire aggregate net cash proceeds from any issuance or offering of common or preferred equity securities through an underwritten public offering in which the equity interests of the

LINEAGE, INC. AND SUBSIDIARIES

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Company are listed on a nationally-recognized stock exchange or a generally offered equity raise, or other specified events which had not occurred as of June 30, 2024.

On or before December 31, 2024, the Company must repay remaining outstanding DDTL balances in an amount equal to at least 20.0% of the aggregate principal amount borrowed on the initial funding date. adjustable rate multi-property loan CMBS 4 ("CMBS 4").

Term loan borrowings under the DDTL facility will bear interest at a rate per annum equal to Term SOFR plus 0.1% 0.10% (or "Adjusted Term SOFR"), plus the applicable margin ranging from 1.6% to 2.2% of 1.60% that is based on the Company's total leverage ratio. Based on the Company's existing total leverage ratio, the interest rate expected to be in effect for the Company's prospective DDTL borrowing is Adjusted Term SOFR plus 1.6%. Interest is payable in arrears on a quarterly basis. In addition, the DDTL facility is subject to a commitment fee of 0.2% 0.20% on the average daily unused amount of the facility commitment.

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In connection with the execution of the DDTL, the Company incurred and capitalized fees and expenses of \$9 million as deferred financing costs. The DDTL capitalized deferred financing costs are presented in Other assets in the condensed consolidated balance sheets.

On July 26, 2024, the Company used a portion of the net proceeds from the IPO to repay in full the remaining outstanding DDTL principal balance of \$2,400 million, along with \$7 million in accrued interest and fees. Additionally, the Company recorded a \$6 million loss on extinguishment of debt related to the write-off of unamortized deferred financing costs previously capitalized for the DDTL.

(b) *Unsecured Notes*

As of June 30, 2024 September 30, 2024 and December 31, 2023, the total balance of \$1,686 million \$1,734 million and \$1,708 million, respectively, was comprised of a series of USD, Euro ("EUR"), and Great British pound ("GBP") private placement financing instruments that are fixed-rate guaranteed, unsecured senior notes. The notes bear interest at rates between 0.89% and 3.74% and have maturities between August 2026 and August 2032.

On September 19, 2024, the Company amended all of its outstanding unsecured senior notes. The amendment involved the removal of select note guarantors and the addition of new ones, including Lineage, Inc. As a result of the amendment, \$1 million in lender financing fees were incurred and capitalized. Aside from these changes in note holders, there were no significant changes to the total loan amounts, terms, or conditions of the unsecured notes.

(c) *Secured Debt*

As of June 30, 2024 September 30, 2024, the total balance of \$1,840 million \$524 million was comprised of an adjustable rate multi-property loan agreement ("CMBS 5") in the amount of \$1,298 million (due in November 2024 with a one-year extension option), three secured promissory notes with MetLife Real Estate Lending LLC (the "Metlife Real Estate Notes") totaling \$473 million \$472 million (due in 2026, 2028, and 2029), and \$69 million \$52 million of other fixed-rate real estate and equipment secured financing agreements with various lenders maturing between 2024 and 2044. As of December 31, 2023, the total balance of \$4,188 million \$4,193 million was comprised of CMBS 4 in the amount of \$2,344 million, an adjustable rate multi-property loan agreement CMBS 5 ("CMBS 4"5") in the amount of \$2,344 million, CMBS 5 loan in the amount of \$1,298 million, the MetLife Real Estate Notes totaling \$470 million, and \$76 million \$81 million of other fixed-rate real estate and equipment secured financing agreements with various lenders maturing between 2024 and 2044. These debt instruments are secured by various other assets specific to the underlying agreement. During 2024, the Company had the following secured debt pay down and refinancing arrangements:

i. *Adjustable rate multi-property loan (CMBS 4) CMBS 4*

On May 9, 2019, the Company entered into CMBS 4 with Column Financial, Inc., Bank of America, N.A., and Morgan Stanley Bank, N.A. in the aggregate amount of \$2,350 million.

On April 9, 2024, the Company fully paid the remaining outstanding CMBS 4 principal balance of \$2,344 million, along with \$14 million in accrued interest and fees.

ii. *Adjustable rate multi-property loan CMBS 5*

On October 21, 2020, the Company entered into CMBS 5 with Goldman Sachs Bank USA, Morgan Stanley Bank, N.A., and JPMorgan Chase Bank, N.A. in the aggregate amount of \$1,320 million.

On August 9, 2024, the Company fully paid the remaining outstanding CMBS 5 principal balance of \$1,298 million, along with \$8 million in accrued interest and fees. As a result of the full repayment, the Company recorded a \$4 million loss on extinguishment of debt related to the write-off of unamortized deferred financing costs previously capitalized for the CMBS 5 loan.

iii. *MetLife Real Estate Lending LLC - Cool Port Oakland*

On March 25, 2019, the Company entered into a loan agreement with MetLife Real Estate Lending LLC in the amount of \$81 million.

LINEAGE, INC. AND SUBSIDIARIES

On February 6, 2024, the Company entered into a new \$81 million loan agreement with MetLife Real Estate Lending LLC, designed as a refinancing arrangement, with a maturity date of March 5, 2029. This agreement enabled the company to fully pay the outstanding balloon payment of \$77 million associated with the previous loan due to mature in March 2024. After the repayment, debt issuance fees, and other closing costs, the Company received net cash proceeds

LINEAGE, INC. AND SUBSIDIARIES

of \$4 million. The loan bears interest at SOFR plus a spread of **1.8%** **1.77%** per annum. In addition, the agreement mandates monthly interest-only payments with a balloon repayment of the outstanding principal amount due upon maturity.

As a result of the financing, the Company capitalized \$1 million of incurred fees and expenses as deferred financing costs.

iv. *Wilmington Trust, National Association Loan*

On September 18, 2019, the Company assumed a loan with Wilmington Trust, N. A. in the amount of \$26 million. The borrowing bears interest at a fixed rate of 4.45%. The Company is required to make monthly principal and interest payments. The loan matures on September 1, 2044, with early payment permitted beginning on June 1, 2024.

On September 3, 2024, the Company fully paid the remaining outstanding principal balance of \$24 million.

(d) *Other Debt Unsecured term loans*

As of **June 30, 2024** **September 30, 2024** and December 31, 2023, the total balance of **\$26 million** **\$21 million** and **\$33 million** **\$28 million**, respectively, was primarily comprised of euro denominated **unsecured term loans** **borrowings** the Company assumed as part of the Transportes Fuentes Group acquisition.

(e) *Deferred financing costs*

During the three and **six** **nine** months ended **June 30, 2024**, the Company recognized amortization of deferred financing costs recorded to Interest expense, net of \$6 million and \$11 million, respectively. During the three and six months ended **June 30, 2023** **September 30, 2024**, the Company recognized amortization of deferred financing costs recorded to Interest expense, net of \$5 million and \$10 million **\$16 million**, respectively. During the three and **nine** months ended **September 30, 2023**, the Company recognized amortization of deferred financing costs recorded to Interest expense, net of \$4 million and \$14 million, respectively.

As of **June 30, 2024** **September 30, 2024** and December 31, 2023, the amount of unamortized deferred financing costs in Long-term debt, net within the condensed consolidated balance sheets was **\$19 million** **\$18 million** and \$23 million, respectively. As of **June 30, 2024** **September 30, 2024** and December 31, 2023, the amount of unamortized deferred financing costs in Other assets in the condensed consolidated balance sheets was **\$37 million** **\$30 million** and \$9 million, respectively.

(f) *Collateral*

CMB5 is secured by certain assets in which the lender has been granted a security interest pursuant to the loan documents. Other than the unsecured loan agreements noted above, all other debt instruments are secured by various other assets specific to the underlying agreement.

(10) Derivative instruments and hedging activities

(a) *Risk management objective of using derivatives*

The Company is exposed to certain risks arising from both its business operations and economic conditions. The Company principally manages its exposures to a wide variety of business and operational risks through management of its core business activities. The Company manages economic risks, including interest rate, foreign currency, liquidity, and credit risk, primarily by managing the amount, sources, and duration of its assets and liabilities and with the use of derivative financial instruments.

(b) *Cash flow hedges of interest rate and foreign currency risk*

The Company's objectives in using interest rate derivatives are to manage its exposure to interest rate movements and to mitigate the potential volatility to interest expense. To accomplish this objective, the Company primarily uses interest rate swaps and caps as part of its interest rate risk management strategy. Interest rate swaps involve the receipt of variable amounts from a counterparty in exchange for the Company making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount. Interest rate caps involve the receipt of variable amounts from a counterparty if interest rates rise above the strike rate on the contract in exchange for a premium. The Company's designated interest rate swaps and caps hedge variable-rate interest payments using a first payments approach. The first payments approach allows an entity to hedge interest payments on a designated principal amount, rather than a specific, named debt issuance. Refer to Note 9, *Debt* for additional information.

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In addition, the Company enters into derivative financial instruments to manage exposures that arise from business activities that result in the receipt or payment of future cash amounts due to changes in foreign currency rates.

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(c) Designated hedges

As of **June 30, 2024** **September 30, 2024**, the Company had the following outstanding interest rate and foreign currency derivatives that were designated as cash flow hedging instruments:

	Number of Instruments		Number of Instruments		Notional (in millions)		Number of Instruments		Notional (in millions)
Interest rate derivatives:									
Interest rate swap									
Interest rate swap									
Interest rate swap									
Interest rate cap									
Total									
(<i>in millions</i>)		(<i>in millions</i>)		Buy Notional		Sell Notional	(<i>in millions</i>)	Buy Notional	
Foreign currency derivatives:									
Buy EUR/Sell GBP forward									
Buy EUR/Sell GBP forward									
Buy EUR/Sell GBP forward									
Buy USD/Sell GBP forward									

The tables below presents the effect of the Company's derivatives that are designated as hedging instruments on the accompanying condensed consolidated statements of operations and comprehensive income (loss) (in millions).

	Location of Gain (Loss)				Amount of Gain (Loss)				Location of Gain (Loss)				Amount of Gain (Loss)			
	Derivatives in Cash Flow Hedging Relationships	Amount of Gain (Loss)	Recognized in OCI on Relationships	Derivatives in Hedging Relationships	Amount of Reclassified from Accumulated OCI into Earnings	Reclassified from Accumulated OCI into Earnings	Derivatives in Hedging Relationships	Amount of Reclassified from Accumulated OCI into Earnings	Derivatives in Cash Flow Hedging Relationships	Amount of Gain (Loss)	Recognized in OCI on Relationships	Derivatives in Hedging Relationships	Amount of Reclassified from Accumulated OCI into Earnings	Reclassified from Accumulated OCI into Earnings		
	Three Months Ended June 30,															
	Three Months Ended September 30,															
	Three Months Ended June 30,															

	Three Months Ended September 30,		Three Months Ended June 30,		Three Months Ended September 30,		2024		2023		2024		2023	
	2024	2024	2024	2024	2024	2023	2024	2024	2023	2023	2024	2023	2024	2023
Included in effectiveness testing:														
Interest rate contracts														
Interest rate contracts														
Interest rate contracts														
Foreign exchange contracts														
Excluded from effectiveness testing and recognized in earnings based on an amortization approach:														
Interest rate contracts														
Interest rate contracts														
Interest rate contracts														
Total														
Total														
Total														

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	Notes to Condensed Consolidated Financial Statements - Unaudited													
	Six Months Ended June 30,				Nine Months Ended September 30,									
	2024				2024									
	2024	2024	2024	2024	2024	2023	2024	2023						
Included in effectiveness testing:														
Interest rate contracts														

Interest rate contracts
Interest rate contracts
Foreign exchange contracts
Excluded from effectiveness testing and recognized in earnings based on an amortization approach:
Interest rate contracts
Interest rate contracts
Interest rate contracts
Total
Total
Total

The estimated net amount of existing gains (losses) that are reported in Accumulated other comprehensive income (loss) as of **June 30, 2024** **September 30, 2024** that is expected to be reclassified into earnings within the next 12 months is **\$88 million** **\$70 million**.

(d) *Non-designated hedges*

As of **June 30, 2024** **September 30, 2024**, the Company had the following outstanding derivatives that were not designated as hedging instruments:

		Number of Instruments	Notional (in millions)
Interest Rate Derivatives			
Interest rate cap		7	USD 1,320
The table below presents the effect notional value of the Company's non-designated foreign currency derivatives is immaterial. During the three and nine months ended September 30, 2024, the Company recognized nominal earnings on non-designated interest rate derivatives. During the three and nine months ended September 30, 2023, the Company recognized in Interest expense, net, \$(2) million and \$1 million, respectively, of gain (loss) on non-designated interest rate derivative financial instruments that are not designated as hedging instruments on the condensed consolidated statements of operations and comprehensive income (loss) (in millions) contracts.			
Derivatives Not Designated as Hedging Instruments	Location of Gain (Loss) Recognized in Earnings on Derivatives	Amount of Gain (Loss) Recognized in Earnings on Derivatives	
			Three Months Ended June 30, 2024 2023
Derivatives Not Designated as Hedging Instruments	Location of Gain (Loss) Recognized in Earnings on Derivatives	Amount of Gain (Loss) Recognized in Earnings on Derivatives	
Total	on Derivatives	\$	\$ 4
Interest rate contracts			
Interest rate contracts	Interest expense, net	\$ —	\$ 3
Total		\$ —	\$ 3

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	(in millions)	June 30, 2024	December 31, 2023	June 30, 2024	December 31, 2023	(in millions)	September 30, 2024	December 31, 2023	September 30, 2024	December 31, 2023
Derivatives designated as hedging instruments										
Balance sheet location										

Balance sheet location	Other assets	Other assets	Other liabilities	Other assets	Other assets	Other liabilities
Balance sheet location						
Interest rate contracts						
Total						
Total						
Foreign exchange contracts						
Total						
<i>Derivatives NOT designated as hedging instruments</i>						
<i>Derivatives NOT designated as hedging instruments</i>						
<i>Derivatives NOT designated as hedging instruments</i>						
Balance sheet location	Other assets	Other assets	Other liabilities	Other assets	Other assets	Other liabilities
Balance sheet location						
Balance sheet location						
Interest rate contracts						
Foreign exchange contracts						
Total						

The notional value of the Company's non-designated foreign currency derivatives is immaterial. Refer to Note 12, *Fair value measurements* for further information on the valuation of the Company's derivatives.

(11) Interest expense

	Three Months Ended June 30,		Six Months Ended June 30,			
			Three Months Ended September 30,	Nine Months Ended September 30,		
	(in millions)	2024	2023	2024	(in millions) 2023	2024 2023
Interest expense						
(Gain) loss on designated and non-designated hedge instruments						
Finance lease liabilities interest						
Amortization of deferred financing costs						
Capitalized interest						
Interest income						
Other financing fees						
Interest expense, net						

(12) Fair value measurements

As of **June 30, 2024** **September 30, 2024** and December 31, 2023, the carrying amount of certain financial instruments, including cash and cash equivalents, restricted cash, accounts receivable, accounts payable, and accrued liabilities, were representative of their fair values due to the short-term maturity of these instruments.

The hierarchy for inputs used in measuring fair value is as follows:

Level 1 – Inputs represent unadjusted quoted prices for identical assets or liabilities exchanged in active markets.

Level 2 – Inputs include directly or indirectly observable inputs (other than Level 1 inputs), such as quoted prices for similar assets or liabilities exchanged in active or inactive markets, quoted prices for identical assets or liabilities exchanged in inactive markets, other inputs that may be considered in fair value determinations of these assets or liabilities, such as interest rates and yield curves, volatilities, prepayment speeds, loss severities, credit risks, and default

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rates, and inputs that are derived principally from or corroborated by observable market data by correlation or other

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means. Pricing evaluations generally reflect discounted expected future cash flows, which incorporate yield curves for instruments with similar characteristics, such as credit ratings, estimated durations, and yields for other instruments of the issuer or entities in the same industry sector.

Level 3 – Inputs include unobservable inputs used in the measurement of assets and liabilities. Management is required to use its own assumptions regarding unobservable inputs because there is little, if any, market activity in the assets or liabilities and it may be unable to corroborate the related observable inputs. Unobservable inputs require management to make certain projections and assumptions about the information that would be used by market participants in valuing assets or liabilities.

The following table presents the fair value hierarchy levels of the Company's assets and liabilities measured at fair value:

<i>(in millions)</i>	Fair Value Hierarchy	June 30, 2024	December 31, 2023
Measured at fair value on a recurring basis:			
Interest rate derivative financial instruments assets			
Interest rate derivative financial instruments assets	Level 2	\$ 124	\$ 138
Foreign exchange forward contracts liabilities	Level 2	\$ —	\$ 1
Acquisition related contingent consideration	Level 3	\$ 5	\$ 5
Measured at fair value on a non-recurring basis:			
Other investments (included in Other assets) ¹	Level 3	\$ 14	\$ 12
Disclosed at fair value:			
Long-term debt ²	Level 3	\$ 9,124	\$ 8,768
<i>(in millions)</i>	Fair Value Hierarchy	September 30, 2024	December 31, 2023
Measured at fair value on a recurring basis:			
Interest rate derivative financial instruments assets	Level 2	\$ 73	\$ 138
Foreign exchange forward contracts assets	Level 2	\$ 1	\$ —
Foreign exchange forward contracts liabilities	Level 2	\$ 2	\$ 1
Acquisition related contingent consideration	Level 3	\$ 15	\$ 5
Put options (see Note 2, <i>Capital structure and noncontrolling interests</i>)	Level 3	\$ 107	\$ —
Measured at fair value on a non-recurring basis:			
Other investments (included in Other assets) ¹	Level 3	\$ 14	\$ 12
Disclosed at fair value:			
Long-term debt ²	Level 3	\$ 4,830	\$ 8,768

(1) The investments in equity securities carried at fair value are subject to transfer restrictions and generally cannot be sold without consent.

(2) The carrying value of long-term debt is disclosed in Note 9, *Debt*.

The Company is required to measure certain assets and liabilities at estimated fair value from time to time. These fair value measurements typically result from the application of specific accounting pronouncements under GAAP and are considered non-recurring fair value measurements.

In accordance with GAAP, the Company has elected to remeasure investments without readily determinable fair values only when an observable transaction occurs for an identical or similar investment of the same issuer. During the **June 30, 2024** September 30, 2024, the Company recorded non-recurring fair value adjustments related to certain other investments without readily determinable fair values totaling \$1 million, which is included within Other nonoperating income (expense), net in the condensed consolidated statements of operations and comprehensive income (loss). No such transactions were observed during the three months ended **June 30, 2024** September 30, 2024, or during the three and **June 30, 2023** September 30, 2023.

The Company's long-term debt is reported at the aggregate principal amount less unamortized deferred financing costs and any above or below market adjustments (as required in purchase accounting) in the accompanying condensed consolidated balance sheets. For instruments with no prepayment option, the fair value is estimated utilizing a discounted cash flow model where the contractual cash flows (i.e., coupon and principal repayments) were discounted at a risk-adjusted yield reflective of both the time value of money and the credit risk inherent in each instrument. For instruments that include a prior-to-maturity prepayment option, the fair value is estimated using a

Black-Derman-Toy lattice model. The inputs used to estimate the fair value of the Company's debt instruments are comprised of Level 2 inputs, including risk-free interest rates, credit ratings, and financial metrics for comparable publicly listed companies, and Level 3 inputs.

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such as risk-adjusted credit spreads based on adjusted yields implied at issuance, and yield volatility (used for instruments with a prepayment option).

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(13)Leases

The Company leases real estate, most significantly warehouses for use in operations, as well as equipment for use within owned and leased warehouses. The Company also leases vehicles, trailers and other equipment. The Company has not pledged any assets as collateral related to the Company's existing leases as of **June 30, 2024**, **September 30, 2024** and December 31, 2023.

Right-of-use asset balances are as follows:

(in millions)	(in millions)	June 30, 2024	December 31, 2023	(in millions)	September 30, 2024	December 31, 2023
Finance lease right-of-use assets						
Less: accumulated amortization						
Finance lease right-of-use assets, net						
Operating lease right-of-use assets						
Operating lease right-of-use assets						
Operating lease right-of-use assets						
Less: accumulated amortization						
Operating lease right-of-use assets, net						

Lease liabilities are presented in the following line items in the condensed consolidated balance sheets:

(in millions)	(in millions)	June 30, 2024		December 31, 2023		(in millions)	June 30, 2024		December 31, 2023		
		September 30, 2024		December 31, 2023			Finance Leases		Operating Leases		
		Finance Leases	Operating Leases	Finance Leases	Operating Leases		Finance Leases	Operating Leases	Finance Leases	Operating Leases	
Accounts payable and accrued liabilities	Accounts payable and accrued liabilities	\$ 72	\$ 53	\$ 76	\$ 60	Accounts payable and accrued liabilities	\$ 166	\$ 52	\$ 76	\$ 60	
Long-term finance lease obligations	Long-term finance lease obligations	1,291	—	1,305	—	Long-term finance lease obligations	1,296	—	1,305	—	
Long-term operating lease obligations	Long-term operating lease obligations	—	677	—	692	Long-term operating lease obligations	—	632	—	692	
Total lease obligations	Total lease obligations	\$ 1,363	\$ 730	\$ 1,381	\$ 752	Total lease obligations	\$ 1,462	\$ 684	\$ 1,381	\$ 752	

Maturities of Future minimum lease liabilities payments for each of the next five years and thereafter as of **June 30, 2024**, **September 30, 2024** are as follows (in millions):

Years Ending December 31:	Years Ending December 31:	Finance Leases	Operating Leases	Years Ending December 31:	Finance Leases	Operating Leases
2024 (six months remaining)		\$ 82	\$ 50			
2024 (three months remaining)		\$ 45	\$ 24			

2025	2025	159	97	2025	253	94
2026	2026	157	95	2026	161	91
2027	2027	151	93	2027	155	89
2028	2028	142	85	2028	146	80
2029 and thereafter	2029 and thereafter	1,687	779	2029 and thereafter	1,706	763
Total lease payments	Total lease payments	2,378	1,199	Total lease payments	2,466	1,141
Less imputed interest	Less imputed interest	(1,015)	(469)	Less imputed interest	(1,004)	(457)
Total		\$ 1,363	\$ 730			
Total lease obligations		\$ 1,462	\$ 684			

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Supplemental condensed consolidated balance sheet information related to leases is as follows:

	2024	2024	2024	2023	2024	2023
	June 30,	September 30,	December 31,	December 31,		
Weighted average remaining lease term (in years):						
Finance						
Finance						
Finance		15.9		16.5	14.8	16.5
Operating	Operating	15.5		15.9	Operating	16.0
Weighted average discount rate:						
Finance						
Finance						
Finance		6.8 %		6.8 %	6.8 %	6.8 %
Operating	Operating	6.5 %		6.5 %	Operating	6.5 %

The components of lease expense are as follows:

	Three Months Ended June 30,	Six Months Ended June 30,				
	Three Months Ended September 30,	Nine Months Ended September 30,				
(in millions)	(in millions)	2024	2023	2024	2023	2024
Finance lease cost:						
Amortization of ROU assets						
Amortization of ROU assets						
Amortization of ROU assets						
Interest on lease liabilities						
Operating lease cost						
Variable & short-term lease cost						
Sublease income						
Total lease cost						

Supplemental cash flow information related to leases is as follows:

	Three Months Ended June 30,	Six Months Ended June 30,		
	Three Months Ended September 30,	Nine Months Ended September 30,		

(in millions)	(in millions) 2024	2023	2024	(in millions) 2023	2024	2023	2024	2023
Cash paid for amounts included in the measurement of lease liability								
Operating cash flows from finance leases								
Operating cash flows from finance leases								
Operating cash flows from finance leases								
Finance cash flows from finance leases								
Operating cash flows from operating leases								
ROU assets obtained in exchange for lease obligations (excluding the effect of acquisitions)								
Finance leases								
Finance leases								
Finance leases								
Operating leases								

Houston, Texas purchase option

On September 27, 2024, the Company provided notice to the lessor of its intention to exercise a purchase option contained in the lease agreement, which consequently became reasonably certain of exercise. This resulted in a reclassification from operating lease obligations to finance lease obligations of \$44 million and an additional finance lease obligation of \$45 million, for a total finance lease obligation of \$89 million. The reassessment of the purchase option also resulted in a reclassification of \$45 million of Operating lease right-of-use assets to Finance lease right-of-use-assets and an additional recording of \$45 million of Finance lease right-of-use-assets for a total \$90 million Finance

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lease right-of-use-assets. The purchase option is expected to be executed in April 2025 for \$90 million, of which \$1 million is expected to be paid in 2024 as an earnest money deposit.

(14) Other long-term liabilities

(in millions)	September 30, 2024	December 31, 2023
Kloosterboer Preference Shares	\$ 261	\$ —
Sale leaseback financing obligations	67	70
Workers' compensation reserves (see Note 17, <i>Commitments and contingencies</i>)	31	25
Tax reserves	33	31
Other liabilities	42	33
Total other long-term liabilities	\$ 434	\$ 159

Kloosterboer Preference Shares

As discussed in Note 2, *Capital structure and noncontrolling interests*, upon the completion of the IPO, the Preference Shares became mandatorily redeemable financial instruments and were reclassified to Other long-term liabilities. On October 1, 2026, all outstanding Preference Shares, including all unpaid accrued preferential dividends, shall be mandatorily redeemed in exchange for cash or a variable number of shares of the Company's common stock. To the extent the Co-Investor elects to receive shares of the Company's common stock, the number of variable shares would be based on the volume weighted average price of the Company's common stock on the business day immediately prior to the redemption date. The Co-Investor continues to have an annual redemption right which would require the Company to redeem all, or a portion of, the outstanding Preference Shares, including all related unpaid, accrued preferential dividends in cash. Assuming the Co-Investor does not exercise its early redemption options, the maximum economic payout in order to redeem the Kloosterboer Preference Shares, including all unpaid accrued preferential dividends on October 1, 2026, would be €260 million.

The Company's initial recording of the Kloosterboer Preference Shares liability was at a fair value of \$251 million. The initial fair value was determined utilizing a Black-Derman-Toy lattice model, which takes into consideration the Co-Investor's annual early redemption options and a credit-adjusted discount rate. The difference of

\$20 million between the then carrying value of the redeemable noncontrolling interest and the fair value upon reclassification was recorded as an adjustment to Additional paid-in capital - common stock in the condensed consolidated balance sheets and condensed consolidated statements of redeemable noncontrolling interests and equity.

Subsequent to the reclassification, the liability will be accreted up to the October 1, 2026 redemption value using an effective interest method. During the three months ended September 30, 2024, the Company recognized \$2.0 million of related expense within Interest expense, net in the accompanying condensed consolidated statements of operations and comprehensive income (loss).

(15) Stock-based compensation

Amended and Restated Lineage 2024 Incentive Award Plan

The Lineage 2024 Incentive Award Plan ("Pre-IPO Incentive Award Plan") was adopted by the Company in April 2024. In July 2024, with the approval of BGLH. As of June 30, 2024, the maximum number of shares of common stock which can be issued under the Pre-IPO Incentive Award Plan was 1,000,000, amended and restated, creating the Amended and Restated Lineage 2024 Incentive Award Plan (the "2024 Plan"). The Pre-IPO Incentive Award 2024 Plan is administered by certain committees of the Board (the "Plan Administrator") and provides for the award of restricted stock unit awards ("RSUs"), RSUs, performance share awards, Long-Term Incentive Plan unit awards of the Operating Partnership, LTIP Units, stock options, stock appreciation rights, restricted stock, stock payments, dividend equivalents, and other incentive awards, each as defined in the Pre-IPO Incentive Award 2024 Plan, to eligible employees, consultants, and members of the Board. See Note 20, *Subsequent events* Board (collectively, "Plan participants"). The Pre-IPO Incentive Award Plan provided for updates concerning the Company's July same types of awards as the 2024 IPO Plan.

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Time-based restricted The maximum number of shares of common stock unit awards

Under which could be issued under the Pre-IPO Incentive Award Plan certain employees was 1,000,000, which increased to 12,500,000 under the 2024 Plan. The maximum amount of shares that may be issued under the 2024 Plan is subject to an annual increase on the first day of each calendar year beginning January 1, 2025 and ending on and including January 1, 2034. The annual increase is equal to 1% of the sum of (i) the aggregate outstanding number of shares of Lineage, Inc. common stock, (ii) the aggregate number of partnership common units (other than partnership common units that are held by the Company and other than any partnership common units resulting from the conversion of LTIP Units), (iii) the aggregate number of OPEUs, and (iv) the aggregate number of Legacy OP Units, in each case, outstanding on the last day of the immediately preceding calendar year, or any smaller number of shares as determined by the Board. Each LTIP Unit counts as one share of common stock for the purpose of calculating the aggregate number of shares of common stock available for issuance under the 2024 Plan.

(a) Restricted stock units

Certain Plan participants were granted interests in the Company in the form awards of time-based RSUs covering shares of the Company's common stock. These Certain RSUs contain only a service vesting condition ("time-based RSUs") and certain RSUs contain vesting conditions based on service, Company performance, and market performance ("performance-based RSUs"). Each RSU was granted in tandem with corresponding dividend equivalents. All such RSUs accrue dividend equivalents associated with the underlying stock as the Company declares dividends during the vesting period associated with the RSU. Dividend equivalents will generally be paid in cash to holders of RSUs upon the vesting of the associated RSU and will be forfeited if the RSU does not vest.

Time-based RSUs vest in equal annual installments over a one to three year three-year time period provided that the recipient remains employed by continues to provide services to the Company through the applicable vesting date, subject to acceleration of vesting in the event of the recipient's termination of employment due to his or her death, disability, or retirement, termination by the Company without cause, cause, termination by the recipient for good reason, a non-renewal of the recipient's employment agreement by the Company, or a family disability, (each as defined in the applicable RSU award agreement), as applicable (a "Qualifying Termination"). The Company measures these time-based RSUs granted under the 2024 Plan at grant date fair value as based on the closing market price of shares of Lineage, Inc. common stock. The Company measured time-based RSUs granted under the Pre-IPO Incentive Award Plan at grant date fair value based on the price of units issued to third-party investors in arms' length transactions in connection with BGLH and Operating Partnership capital raising activities. The Company recognizes stock-based stock-based compensation expense for time-based RSUs over the applicable vesting term. Certain time-based RSUs were granted as replacements for unvested Management Profits Interests Class C units, and the stock-based compensation expense associated with these replacement awards includes the unrecognized stock-based compensation expense associated with the replaced awards.

Subject to the recipient's continued status as a service provider throughout the performance period, performance-based RSUs vest based on the Company's performance during an approximately three year performance period, commencing on January 1st of the grant year (or the date of the IPO for the Relative TSR metric discussed below) and ending on December 31st of the third year (or, if earlier, the date on which a change in control of the Company occurs, if applicable). The number of performance-based RSUs that vest will range from 0% to 200% of the total number of performance-based RSUs granted, based on the attainment of the following metrics over the applicable performance period:

- Adjusted Funds from Operations per Share ("AFFO per share") over the performance period;
- Same Warehouse NOI Growth ("SS NOI Growth") over the performance period; and
- The total shareholder return of Lineage, Inc. common stock ("TSR") relative to the S&P 500 Index ("Relative TSR") over the performance period.

All earned performance-based RSUs will vest in full upon completion of the performance period, subject to continued service, with the number of vested performance-based RSUs to be determined by the Plan Administrator within 60 days of the completion of the performance period. Recipients of performance-based RSUs who do not remain a service provider for the full performance period but incur a Qualifying Termination will be eligible to vest in a number of

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performance-based RSUs based on the proportion of the performance period for which they remained an active service provider.

The Company **accounts** measures performance-based RSUs at grant date fair value utilizing a Monte Carlo simulation to estimate the probability of the market vesting condition being satisfied. The Company's achievement of the market vesting condition is contingent on its Relative TSR over the performance period. For each simulated path, the TSR is calculated at the end of the performance period and determines the vesting percentage based on achievement of the performance target. The fair value of the performance-based RSUs is the average discounted payout across all simulation paths.

The Company forecasts the likelihood of achieving the predefined AFFO per share and SS NOI Growth targets for performance-based RSUs in order to calculate the expected performance-based RSUs that will become vested. The Company recognizes stock-based compensation expense based on either the forecasted performance-based RSUs that will become vested (during the performance period) or the actual performance-based RSUs that become vested (at the completion of the performance period).

The following represents a summary of these **units as equity-based awards**, RSUs:

	Time-based RSUs	Weighted average grant date fair value per unit	Performance-based RSUs	Weighted average grant date fair value per unit
Unvested as of December 31, 2023	—	\$ —	—	\$ —
Awards granted in 2024	1,529,791	84.88	129,856	89.85
Awards vested in 2024	(3,454)	96.50	—	—
Awards forfeited in 2024	(14,095)	84.88	—	—
Unvested as of September 30, 2024	<u>1,512,242</u>	<u>\$ 84.85</u>	<u>129,856</u>	<u>\$ 89.85</u>

Stock-based compensation expense related to time-based RSUs for the three and **six** nine months ended **June 30, 2024** September 30, 2024 was **\$1 million**, **\$13 million** and **\$14 million**, respectively. There was no stock-based compensation expense related to time-based RSUs for the three and **six** nine months ended **June 30, 2023** September 30, 2023. As of **June 30, 2024** September 30, 2024, there was **\$2 million** **\$115 million** of unrecognized **noncash** stock-based compensation **cost** expense related to unvested time-based RSUs that is expected to be recognized over a weighted-average period of **1 years**.

Stock-based compensation expense related to performance-based RSUs for the three and nine months ended September 30, 2024 was less than **\$1 million**. There was no stock-based compensation expense related to performance-based RSUs for the three and nine months ended September 30, 2023. As of September 30, 2024, there was **\$11 million** of unrecognized stock-based compensation expense related to unvested performance-based RSUs that is expected to be recognized over a weighted-average period of **2 years**.

(b) LTIP Units

Certain Plan participants were granted interests in the Operating Partnership in the form of LTIP Units. LTIP Units are a class of partnership interests in the Operating Partnership which may be issued to eligible Plan participants for the performance of services to or for benefit of the Company and Operating Partnership. Certain LTIP Units contain only a service vesting condition ("time-based LTIP Units") and certain LTIP Units contain vesting conditions based on service, Company performance, and market performance ("performance-based LTIP Units"). Further description of LTIP Units is available in Note 2, *Capital structure and noncontrolling interests*.

During their vesting period, time-based LTIP Units have full distribution rights to receive any distributions declared by the Operating Partnership in cash. During the performance period, holders of performance-based LTIP Units are entitled to receive 10% of all distributions declared by the Operating Partnership in cash. Performance-based LTIP Units are granted in tandem with certain distribution equivalent units which, to the extent that the applicable performance conditions are satisfied, will vest in an amount having a value equal to the excess of all distribution payments that would

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have been made by the Operating Partnership on such units during the performance period over the amount received in cash, adjusted by the rate of return on shares of Lineage, Inc. common stock as if the distribution payments were invested in Lineage, Inc. common stock between the distribution date and the completion of the performance period.

Time-based LTIP Units vest in equal annual installments over a three year period provided that the recipient continues to provide services to the Company through the applicable vesting date, subject to acceleration of vesting in the event the recipient incurs a Qualifying Termination. The Company measures these time-based LTIP Units at grant date fair value based on the closing market price of shares of Lineage, Inc. common stock on the grant date. The Company recognizes stock-based compensation expense for time-based LTIP Units over the applicable vesting term. Certain time-based LTIP Units were granted as replacements for unvested Management Profits Interests Class C units, and the stock-based compensation expense associated with these replacement awards includes the unrecognized stock-based compensation expense associated with the replaced awards.

Subject to the recipient's continued status as a service provider throughout the performance period, performance-based LTIP Units vest based on the Company's performance during an approximately three year performance period, commencing on January 1st of the grant year (or the date of the IPO for the Relative TSR metric) and ending on December 31st of the third year (or, if earlier, the date on which a change in control of the Company occurs, if applicable). The number of performance-based LTIP Units that vest will range from 0% to 100% of the total number of performance-based LTIP Units granted, based on the attainment of the following metrics, over the applicable performance period:

- AFFO per share over the performance period;
- SS NOI Growth over the performance period; and
- Relative TSR over the performance period.

All earned performance-based LTIP Units will vest in full upon completion of the performance period, subject to continued service, with the number of vested performance-based LTIP Units to be determined by the Plan Administrator within 60 days of the completion of the performance period. Performance-based LTIP Units held by recipients who do not remain a service provider for the full performance period but incur a Qualifying Termination will remain outstanding and be eligible to vest upon the completion of the performance period.

The Company measures performance-based LTIP Units at grant date fair value utilizing a Monte Carlo simulation to estimate the probability of the market vesting condition being satisfied. The Company's achievement of the market vesting condition is contingent on its Relative TSR over the performance period. For each simulated path, the TSR is calculated at the end of the performance period and determines the vesting percentage based on achievement of the performance target. The fair value of the performance-based LTIP Units is the average discounted payout across all simulation paths.

The Company forecasts the likelihood of achieving the predefined AFFO per share and SS NOI Growth targets for performance-based LTIP Units in order to calculate the expected performance-based LTIP Units that will become vested. The Company recognizes stock-based compensation expense based on either the forecasted performance-based LTIP Units that will become vested (during the performance period) or the actual performance-based LTIP Units that become vested (at the completion of the performance period).

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The following represents a summary of these RSUs: LTIP Units:

	Weighted average grant date fair value per unit			
	Time-based LTIP Units	Weighted average grant date fair value per unit	Performance-based LTIP Units	Weighted average grant date fair value per unit
Unvested as of December 31, 2023				
Awards granted in 2024				
Awards vested in 2024				
Awards forfeited in 2024				
Unvested as of June 30, 2024				
Unvested as of September 30, 2024				

Stock-based compensation expense related to time-based LTIP Units for the three and nine months ended September 30, 2024 was \$10 million. There was no stock-based compensation expense related to time-based LTIP Units for the three and nine months ended September 30, 2023. As of September 30, 2024, there was \$97 million of unrecognized stock-based compensation cost related to unvested time-based LTIP Units that is expected to be recognized over a weighted-average period of 2 years.

Stock-based compensation expense related to performance-based LTIP Units for the three and nine months ended September 30, 2024 was \$3 million. There was no stock-based compensation expense related to performance-based LTIP Units for the three and nine months ended September 30, 2023. As of September 30, 2024, there was \$76 million of unrecognized stock-based compensation cost related to unvested performance-based LTIP Units that is expected to be recognized over a weighted-average period of 2 years.

(c) Stock payment awards

Certain Plan participants have been granted interests in the Company in the form of stock payment awards. Stock payment awards are fully vested shares of Lineage, Inc. common stock issued to Plan participants in exchange for services provided to the Company, or in settlement of other Company liabilities.

The Company measures these stock payment awards at grant date fair value based on the closing market price of shares of Lineage, Inc. common stock. The Company recognizes stock-based compensation expense for stock payment awards as incurred. During the three and nine months ended September 30, 2024, 1,516,314 shares of Lineage, Inc. common stock were issued pursuant to stock payment awards under the 2024 Plan.

Stock-based compensation expense related to stock payment awards for the three and nine months ended September 30, 2024 was \$114 million. There was no stock-based compensation expense related to stock payment awards for the three and nine months ended September 30, 2023. During the three months ended September 30, 2024, the Company also issued stock payment awards totaling \$15 million in settlement of awards that vested at IPO under the 2015 LVCP and 2021 LVCP, as described below.

Legacy Stock-Based Compensation Plans

The Legacy Stock-Based Compensation Plans were authorized prior to the Pre-IPO Incentive Award Plan. The Legacy Stock-Based Compensation Plan include BGLH Restricted Class B units, Management Profits Interests Class C units, and LLH Value Creation Unit Plan units.

(a) (d) BGLH Restricted Class B units Units

Certain Prior to the IPO, certain members of management and certain non-employee directors were granted interests in BGLH in the form of restricted Class B Units ("BGLH Restricted Units"). The Company fair values valued these BGLH Restricted Units as of the grant date based on the price of substantially similar units issued to third-party investors in arms' length transactions in connection with other BGLH capital raising activities. The Company recognizes recognized stock-based compensation expense over the vesting term. The Company accounts In connection with the IPO and Formation Transactions, vesting for these units as equity-based awards. all

Stock-based compensation expense related to BGLH Restricted Units for the three and six months ended June 30, 2024 was \$3 million and \$6 million, respectively. Stock-based compensation expense related to BGLH Restricted Units for the three and six months ended June 30, 2023 was \$3 million and \$6 million, respectively. As of June 30, 2024, there was \$5 million of unrecognized noncash compensation cost related to unvested BGLH Restricted Units that is expected to be recognized over a weighted-average period of less than one year.

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outstanding unvested BGLH Restricted Units was accelerated and all previously unrecognized stock-based compensation expense was recognized at that time.

Stock-based compensation expense related to BGLH Restricted Units for the three and nine months ended September 30, 2024 was \$5 million and \$11 million, respectively. Stock-based compensation expense related to BGLH Restricted Units for the three and nine months ended September 30, 2023 was \$4 million and \$10 million, respectively.

The following represents a summary of these units:

	Units	Units	Weighted average grant date fair value per unit	Units	Weighted average grant date fair value per unit
Unvested as of December 31, 2023					
Awards granted in 2024					
Awards vested in 2024					
Unvested as of June 30, 2024					
Unvested as of September 30, 2024					

(b) (e) Management Profits Interests Class C units

LLH MGMT and LLH MGMT II interests were issued to certain members of management in the form of Management Profits Interests Class C units. These profits interests generally vest over a three to five year time period, with the number of units vested based partially on meeting certain financial targets of the Company or individual performance metrics. In connection with the IPO and Formation Transactions, all outstanding unvested Management Profits Interests Class C units were cancelled and replaced with time-based RSUs or time-based LTIP Units. All unrecognized stock-based compensation expense for the unvested Management Profits Interests Class C units will be recognized over the vesting term of the replacement awards, plus the incremental fair value of the replacement award.

Stock-based compensation expense related to Management Profits Interests Class C units for the three and **six** **nine** months ended **June 30, 2024** **September 30, 2024** was less than \$1 million **\$2 million** and \$4 million, respectively. Stock-based compensation expense related to Management Profits Interests Class C units for the three and **six** **nine** months ended **June** **September 30, 2023** was **\$2 million** **\$4 million** and **\$4 million** **\$8 million**, respectively. As of June 30, 2024, there was \$9 million of unrecognized noncash compensation cost related to unvested Class C units to be recognized over a weighted-average period of 1 year.

The following represents a summary of these units:

	Units	Units	Weighted average grant date fair value per unit	Units	Weighted average grant date fair value per unit
Unvested as of December 31, 2023					
Awards granted in 2024					
Awards vested in 2024					
Awards forfeited in 2024					
Unvested as of June 30, 2024					
Awards cancelled and replaced in 2024					
Unvested as of September 30, 2024					

(c) (i) LLH Value Creation Unit Plan units

Certain employees **have been** **were** granted notional units under the LLH Value Creation Unit Plan (the "2015 LVCP") in the form of appreciation rights that **vested** over a period of four years and upon the occurrence of a liquidity event. This plan covered awards from 2015 to 2020. A new LLH Value Creation Unit Plan was established in 2021 (the "2021 LVCP") that generally **provides** **provided** for the grant of similar appreciation rights that **may also** **were eligible** to vest without the occurrence of a liquidity event if the Company **achieves** **achieved** the target value as specified in the award agreements. Prior to the completion of the IPO, the Company considered the achievement of the vesting requirements for outstanding awards under the 2015

As of June 30, 2024

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LVCP and **December 31, 2023**, the cumulative unrecognized stock 2021 LVCP to be improbable, and as such no compensation expense related to was recorded. Upon the units issued pursuant to completion of the IPO during the three months ended September 30, 2024, certain outstanding awards under the 2015 LVCP and 2021 LVCP vested and the Company recognized compensation expense and a corresponding liability of \$26 million. This liability was \$34 million settled during the three months ended September 30, 2024 by paying cash to certain holders of vested awards totaling \$11 million and \$37 million, respectively. issuing stock payment awards to satisfy the Company's remaining obligation, as described above.

Certain outstanding awards under the 2015 LVCP and 2021 LVCP that, at the IPO, were not vested or did not have value to the holders of the awards were cancelled and replaced with time-based RSUs. No awards under the 2015 LVCP or 2021 LVCP remain outstanding as of September 30, 2024.

The following table summarizes the Company's stock-based compensation expense by line item in the accompanying condensed consolidated statements of operations and comprehensive income (loss):

(in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Cost of operations	\$ 1	\$ —	\$ 1	\$ —
General and administrative expense	29	8	40	19
Acquisition, transaction, and other expense	130	—	130	—
Total stock-based compensation expense	\$ 160	\$ 8	\$ 171	\$ 19

(15) (16) Related-party balances

The Company pays Bay Grove Management an operating a transition services fee and reimburses certain expenses pursuant to an a transition services agreement which was executed during the three months ended September 30, 2024 and replaced a previously existing operating services agreement. Pursuant to the operating services agreement, between Bay Grove Management provided certain management and operating services to the Company, and the Company. Company is working with Bay Grove Management to internalize these services with Bay Grove Management's assistance under the terms of the transition services agreement. During the three and **six** **nine** months ended **June 30, 2024** **September 30, 2024**, the Company recorded \$3 million and **\$6 million** **\$9 million** of expenses in General and administrative expense for these transition and operating services, respectively. During the three and **six** **nine** months ended **June 30, 2023** **September 30, 2023**, the Company recorded **\$2 million** **\$3 million** and **\$5 million** of expenses **\$8 million** in General and administrative expense for these operating services, respectively. As of **June 30, 2024** **September 30, 2024** and

December 31, 2023, \$1 million and \$3 million, respectively, in transition and operating services fees and expenses were owed to Bay Grove Management and are included in Accounts payable and accrued liabilities in the condensed consolidated balance sheets.

LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

At June 30, 2024 and December 31, 2023 As of September 30, 2024, the Company had no accrued distributions payable in the amount of \$11 million and \$110 million, respectively. Distributions payable as of June 30, 2024 were payable by the Operating Partnership to BG Cold in connection with Founders Equity Share or the related Advance Distribution, as further described in Note 2, Capital structure and noncontrolling interests. As of December 31, 2023, Accrued dividends and distributions payable consisted of \$89 million payable by the Company to BGLH, \$10 million payable by the Operating Partnership to Non-Company LPs, and condensed consolidated balance sheets included \$11 million payable by the Operating Partnership to BG Cold in connection with Founders Equity Share. All accrued As of September 30, 2024 and December 31, 2023, Accrued dividends and distributions payable are also included pro rata dividends declared to all equity holders, including related parties, as described in Accrued distributions in the condensed consolidated balance sheets. Note 2, Capital structure and noncontrolling interests.

The Company owns an investment stake in suppliers that are accounted for under the equity method of accounting, creating related-party relationships. The Company incurred costs of \$1 million \$5 million and \$3 million \$8 million with these suppliers for the three and six nine months ended June 30, 2024 September 30, 2024, respectively, which were paid by the end of the period, resulting in no liability owed as of June 30, 2024, respectively. The Company incurred costs of \$3 million less than \$1 million and \$7 million with these suppliers for the three and six nine months ended June 30, 2023 September 30, 2023, respectively. Accounts payable and accrued liabilities includes \$1 million owed to these suppliers as of September 30, 2024 and \$2 million owed to these suppliers as of December 31, 2023.

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LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

At June 30, 2024 As of September 30, 2024 and December 31, 2023, the Company had related-party receivables primarily with minority interest partners and equity method investees of \$3 million \$2 million and \$6 million, respectively. Related-party receivables are included in Accounts receivable, net in the condensed consolidated balance sheets. As of June 30, 2024 September 30, 2024 and December 31, 2023, the Company had additional related-party payables primarily of \$2 million with minority interest partners, of \$2 million. Related-party payables are included in Accounts payable and accrued liabilities in the condensed consolidated balance sheets.

The Operating Partnership issued notes to certain individual BGLH investors and Non-Company LPs in order to fund certain investor transactions. These notes were repaid in full during the six nine months ended June 30, 2024 September 30, 2024. As of December 31, 2023, these notes totaled \$16 million. These notes receivable are included in Accounts receivable, net and Other assets in the condensed consolidated balance sheets.

(16) (17) Commitments and contingencies

(a) Self-insured risks

The Company is self-insured for workers' compensation costs, with the Company's workers' compensation plan having an individual claim stop-loss deductible of \$1 million. Self-insurance liabilities are determined by third-party actuaries. The Company has established restricted cash accounts with banks or directly with the insurers or letters of credit that are collateral for its self-insured workers' compensation obligations. The combined amount included in Accounts payable and accrued liabilities and Other long-term liabilities relating to workers' compensation liabilities as of June 30, 2024 September 30, 2024 and December 31, 2023 was \$47 million \$48 million and \$40 million, respectively. The liability represents the gross amount excluding amounts receivable from the insurers. The total included in Prepaid expenses and other current assets and Other assets related to the receivables from insurers as of June 30, 2024 September 30, 2024 and December 31, 2023 was \$12 million and \$11 million, respectively.

The Company is also self-insured for a portion of employee medical costs. The Company has a medical plan with a retained deductible. Medical self-insurance liabilities are determined by third-party actuaries. The total included in Accounts payable and accrued liabilities relating to medical liabilities as of June 30, 2024 September 30, 2024 and December 31, 2023 was \$16 million \$14 million and \$15 million, respectively.

(b) Legal and regulatory proceedings

The Company, from time to time and in the normal course of business, is party to various claims, lawsuits, arbitrations, and regulatory actions (collectively, "Claims"). In particular, as the result of numerous ongoing construction activities, the Company may be a party to construction and/or contractor related liens and claims, including mechanic's and materialmen's liens. The Company is also party to various Claims relating to commercial disagreements with customers or suppliers. Additionally, given the Company's substantial workforce, and, in particular, its warehouse related workforce, the Company is party to various labor and employment related Claims, including, without limitation, Claims related to workers' compensation, wage and hour, discrimination, and related matters. Finally, given the Company's business of warehousing refrigerated food products and its utilization of anhydrous ammonia for its refrigeration systems

LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

(a) (a known hazardous material), the Company is subject to the jurisdiction of various U.S. regulatory agencies, including, without limitation, the Department of Agriculture, Food and Drug Administration, Environmental Protection Agency ("EPA"), Department of Justice, Occupational Safety and Health Administration, and various other agencies in the locations in which the Company operates. Management of the Company believes the ultimate resolution of these matters will not have a material adverse effect on the condensed consolidated financial statements.

(c) *Environmental matters*

The Company is subject to a wide range of environmental laws and regulations in each of the locations in which the Company operates. Compliance with these requirements can involve significant capital and operating costs. Failure to comply with these requirements can result in civil or criminal fines or sanctions, claims for environmental damages, remediation obligations, the revocation of environmental permits, or restrictions on the Company's operations.

The Company records accruals for environmental matters when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated based on current law and existing technologies. The Company adjusts

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LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

these accruals periodically as assessment and remediation efforts progress or as additional technical or legal information become available. The Company has recorded nominal environmental liabilities in Accounts payable and accrued liabilities as of June September 30, 2024 and December 31, 2023. The Company believes it is in compliance with applicable environmental regulations in all material respects. Under various U.S. federal, state, and local environmental laws, a current or previous owner or operator of real estate may be liable for the entire cost of investigating, removing, and/or remediating hazardous or toxic substances on such property. Such laws often impose liability, whether or not the owner or operator knew of, or was responsible for, the contamination. Even if more than one person may have been responsible for the contamination, each person covered by the environmental laws may be held responsible for the entire clean-up cost. There are no material unrecorded liabilities as of the periods ended June September 30, 2024 and December 31, 2023. Most of the Company's warehouses utilize anhydrous ammonia as a refrigerant. Anhydrous ammonia is classified as a hazardous chemical regulated by the EPA and various other agencies in the locations in which the Company operates, and an accident or significant release of anhydrous ammonia from a warehouse could result in injuries, loss of life, and property damage.

(d) *Occupational Safety and Health Act (OSHA)*

The Company's warehouses located in the U.S. are subject to regulation under OSHA, which requires employers to provide employees with an environment free from hazards, such as exposure to toxic chemicals, excessive noise levels, mechanical dangers, heat or cold stress, and unsanitary conditions. The cost of complying with OSHA and similar laws enacted by states and other jurisdictions in which the Company operates can be substantial, and any failure to comply with these regulations could expose the Company to substantial penalties and/or liabilities to employees who may be injured at the Company's warehouses. The Company records accruals for OSHA matters when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated. The Company believes that it is in compliance with all OSHA regulations in all material respects and that no material unrecorded liabilities exist as of June 30, 2024 September 30, 2024 and December 31, 2023.

(e) *Statesville, North Carolina*

On January 10, 2020, contractors and subcontractors were working on the blast cells at the Company's freezer warehouse in Statesville, North Carolina when an incident occurred triggering the release of anhydrous ammonia at the facility, resulting in the death of a subcontractor and injury to another subcontractor, as well as damage to customers' goods. Litigation is ongoing with respect to the involved parties have resolved the matter for \$6 million due to this incident, and while the Company believes it has a strong defense related to any potential claims, various expenses incurred and paid for by the Company could be related to the incident. The parties executed a settlement agreement on or around October 23, 2024, and the settlement payment is expected to be received in the fourth quarter of 2024. The court has been notified of the settlement, and the Company expects to file a dismissal upon receipt of settlement funds. The Company believes the ultimate outcome of this matter will not have a material adverse impact on its condensed consolidated financial statements. No material costs have been incurred in relation to this matter.

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(f) Kennewick, Washington warehouse fire

On April 21, 2024, a fire occurred at the Company's warehouse in Kennewick, Washington, destroying the building and customer inventories. No employees or other parties were injured. The Company expects all repair, replacement, and clean-up costs to be covered by its insurance policies, excluding any deductibles and self-insured retentions. To date, the Company has not received any claims for customer inventories losses. During the three and six months ended **June 30, 2024** **September 30, 2024**, the Company recorded **income from expected insurance recoveries** a net gain of **\$32 million** **\$5 million**, which represents the amount consisting of insurance reimbursement up to of **\$18 million**, net of **\$12 million** of clean-up costs and the carrying value of the impaired assets of **\$24 million** and **\$9 million** **\$1 million**. During the nine months ended **September 30, 2024**, the Company recorded a net gain of **\$4 million**, consisting of insurance reimbursement of **\$50 million**, net of **\$21 million** of clean-up costs net and the carrying value of **\$1 million** deductible expense. the impaired assets of **\$25 million**. The net loss of **\$1 million** gain is presented in Restructuring, impairment, and (gain) loss on disposals in the Company's condensed consolidated statements of operations and comprehensive income (loss). As of June 30, 2024, the Company recorded a **\$32 million** insurance receivable, presented in Accounts receivable, net in the condensed consolidated balance sheets. Subsequently

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LINEAGE, INC. AND SUBSIDIARIES

Notes to June 30, 2024, the Company has collected the entire insurance receivable in cash. Condensed Consolidated Financial Statements - Unaudited

(17) (18) Accumulated other comprehensive income (loss)

The Company reports activity in Accumulated other comprehensive income (loss) ("AOCI") for foreign currency translation adjustments and unrealized gains and losses on interest rate and foreign currency hedges. Activity within AOCI is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,		
	Three Months Ended September 30,		Nine Months Ended September 30,		
	(in millions)	2024	2023	2024	(in millions)
Foreign currency translation adjustments:					
Balance at beginning of period					
Balance at beginning of period					
Balance at beginning of period					
Foreign currency translation adjustments					
Amounts allocated to Noncontrolling interests and Redeemable noncontrolling interests					
Reallocation due to change in Noncontrolling interest ownership percentage					
Balance at end of period					
Derivatives:					
Derivatives:					
Derivatives:					
Balance at beginning of period					
Balance at beginning of period					
Balance at beginning of period					
Unrealized gain (loss) on foreign currency hedges					
Unrealized gain (loss) on foreign currency hedges and interest rate hedges					
Net amount reclassified from AOCI to net income (loss)					
Tax effect					
Amounts allocated to Noncontrolling interests and Redeemable noncontrolling interests					
Reallocation due to change in Noncontrolling interest ownership percentage					
Balance at end of period					
Accumulated other comprehensive income (loss)					

Accumulated other comprehensive income (loss)

Accumulated other comprehensive income (loss)

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LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

(18)(19)Earnings (loss) per share

Basic **earnings (loss) per share ("EPS")** is calculated by dividing net income (loss) attributable to common stockholders of the Company by the weighted average common shares outstanding during the reporting period. Diluted EPS is calculated by dividing net income (loss) attributable to common stockholders of the Company by the weighted average

LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

common shares and common share equivalents outstanding during the reporting period. A reconciliation of the basic and diluted EPS is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,									
(in millions, except per share amounts)	(in millions, except per share amounts)	2024	2023	2024	2023	(in millions, except per share amounts)	2024	2023	2024	2023	2024	2023
Earnings (loss) per share - basic and diluted:												
Net income (loss) attributable to Lineage, Inc.												
Net income (loss) attributable to Lineage, Inc.												
Net income (loss) attributable to Lineage, Inc.												
Less: Accretion of redeemable noncontrolling interests												
Less: Accretion of redeemable noncontrolling interests												
Less: Accretion of redeemable noncontrolling interests	2	8	8	7	16		16	3	8	8	10	24
Less: Redeemable noncontrolling interest adjustment	4	—	— 4	4	4							
Net income (loss) attributable to common stockholders - basic and diluted												
Net income (loss) attributable to common stockholders - basic and diluted												
Less: Reclassification of the Preference Shares												
Net income (loss) attributable to common stockholders - basic and diluted												
Weighted average common shares outstanding - basic and diluted												
Weighted average common shares outstanding - basic and diluted												

Weighted average common shares outstanding - basic and diluted

Net income (loss) per share attributable to common stockholders - basic and diluted

The Company's potential dilutive securities have been excluded from the computation of diluted net earnings (loss) per share for the three and **six** **nine** months ended **June 30, 2024** **September 30, 2024** and 2023, as they are **antidilutive** and the effect would be to increase the net earnings (or decrease the net loss) per share. **antidilutive**. Therefore, the weighted average number of common shares outstanding used to calculate both basic and diluted net earnings (loss) per share attributable to common stockholders is the same.

The Company's potential common share equivalents as of **June 30, 2024** **September 30, 2024** and 2023 are as follows:

- As described in Note 2, *Capital structure and noncontrolling interests*, Non-Company LPs who hold partnership common units have certain redemption rights which allow them to require the Operating Partnership to repurchase the partnership common units in exchange for cash or, at the option of the Company, shares of Lineage, Inc. common stock. Other classes of Operating Partnership and LLH equity interests held by Non-Company LPs and BG Maverick, including Legacy OP Units, LTIP Units, and OPEUs may also be exchanged for partnership common units at future dates. The shares of Lineage, Inc. common stock which could be issued in connection with a hypothetical repurchase of currently outstanding partnership common units or potentially outstanding partnership common units issued in exchange for Legacy OP Units, LTIP Units, and OPEUs represent potential common share equivalents.
- The Company has issued certain Put Options and top-up rights as described in Note 2, *Capital structure and noncontrolling interests*. In accordance with ASC 260, *Earnings per Share*, the incremental shares associated with satisfaction of the Put Options utilizing proceeds of a hypothetical issuance of common shares at market prices represent potential common share equivalents. Payments of top-up rights in the form of shares of common stock would also represent potential common share equivalents.
- As of March 1, 2025 the sellers of MTC Logistics may elect to receive any combination of cash or Operating Partnership units that equal the excess of \$34 million over the fair market value of the units issued to the sellers

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LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

in the MTC Logistics acquisition. The Operating Partnership Units that could be issued in connection with this hypothetical election represent potential common share equivalents.

- The holder Prior to the completion of the IPO, the Preference Shares issued by a subsidiary of LLH further described in connection with Note 2, *Capital structure and noncontrolling interests* were convertible at the Company's acquisition of 100.0% option of the outstanding equity interests in Kloosterboer Group B.V. and its subsidiaries ("Kloosterboer") in October 2021 has conversion rights to convert the Preference Shares Co-Investor to Operating Partnership units interests or common stock of the Company, depending on whether or not certain events have occurred. The Operating Partnership units interests or common stock of the Company that could be have been issued in connection with a hypothetical conversion represented potential common share equivalents for diluted EPS calculation for the three and nine months ended September 30, 2023. As described in Note 2, *Capital structure and noncontrolling interests*, the Co-Investor elected not to exercise their right to convert the Preference Shares, and the Co-Investor will now receive cash or a variable number of shares of the Company's common stock on October 1, 2026. The Company's common shares that could be issued to the Co-Investor in settlement of the Preference Shares represent potential common share equivalents.
- As described in Note 14, 15, *Stock-based compensation*, certain members of management were granted time-based RSUs during the three and nine months ended **June 30, 2024** **September 30, 2024**. Time-based RSUs that are unvested as of **June 30, 2024** **September 30, 2024** represent potential common share equivalents because upon vesting, the Company will issue common shares to the awardee.
- As described in Note 14, 15, *Stock-based compensation*, certain members of management and certain non-employees have been granted BGLH Restricted Units. BGLH Restricted Units that are were unvested as of **June 30, 2024** and 2023 represent **September 30, 2023** represented potential common share equivalents because upon vesting, the Company will would have outstanding to issue common shares issued to BGLH. There were no unvested BGLH Restricted Units as of **September 30, 2024**.
- As described in Note 14, 15, *Stock-based compensation*, certain members of management have been granted Management Profits Interests Class C units in LLH MGMT and LLH MGMT II. These Class C Units in LLH MGMT and LLH MGMT II that are were unvested as of **June 30, 2024** and 2023 represent **September 30, 2023** represented potential common share

LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

equivalents because upon vesting, they ~~would~~ would be able to share in the profits of the Company, as defined in the LLH MGMT and LLH MGMT II operating agreements. Because the Class C Units ~~do~~ did not yet share in distributions, the potential units would not be allocated any undistributed earnings for basic and diluted EPS calculations. There were no unvested Class C Units as of September 30, 2024.

LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

(19)(20) Segment information

Reportable Segments Information

The Company's business is organized into two reportable segments, Global Warehousing and Global Integrated Solutions. The following table presents segment revenues and segment net operating income (NOI), with a reconciliation to Net income (loss) before income taxes. All inter-segment transactions are not significant and have been eliminated in consolidation. Asset information by reportable segment is not presented, as the Company does not produce such information internally and the CODM does not use such information to manage the business. Capital expenditures for property, plant, and equipment presented below by segment are inclusive of purchases recorded in Accounts payable and accrued liabilities during each period.

	Three Months Ended June 30,		Six Months Ended June 30,								
	(in millions)	(in millions)	2024	2023	2024	2023	(in 2023 millions)	2024	2023	2024	2023
Global Warehousing revenues											
Global Integrated Solutions revenues											
Total net revenues											
Global Warehousing cost of operations											
Global Warehousing cost of operations											
Global Warehousing cost of operations											
Global Integrated Solutions cost of operations		Global Integrated Solutions cost of operations	309	322	322	609	609	640	640	307	306
Total segment cost of operations											
Stock-based compensation expense											
Total cost of operations											
Global Warehousing NOI											
Global Warehousing NOI											
Global Warehousing NOI											
Global Integrated Solutions NOI											
Total NOI											
Total segment NOI											
Reconciling items:											
General and administrative expense											

General and administrative expense
Stock-based compensation expense in cost of operations
Stock-based compensation expense in cost of operations
Stock-based compensation expense in cost of operations
General and administrative expense
Depreciation expense
Amortization expense
Acquisition, transaction, and other expense
Restructuring, impairment, and gain (loss) on disposals
Equity income (loss), net of tax
Gain (loss) on foreign currency transactions, net
Interest expense, net
Gain (loss) on extinguishment of debt
Net income (loss) before income taxes
Net income (loss) before income taxes
Other nonoperating income (expense), net
Net income (loss) before income taxes
Capital expenditures for property, plant, and equipment:
Capital expenditures for property, plant, and equipment:
Capital expenditures for property, plant, and equipment:
Global Warehousing capital expenditures
Global Warehousing capital expenditures
Global Warehousing capital expenditures
Global Integrated Solutions capital expenditures
Corporate capital expenditures
Total capital expenditures for property, plant, and equipment

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LINEAGE, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements - Unaudited

(20)(21) Subsequent events

On **July 26, 2024** November 1, 2024, the Company, closed its IPO of 56,882,051 shares of its common stock at through an asset purchase agreement, acquired a price of \$78.00 per share, with a subsequent exercise warehouse and operating assets from ColdPoint Logistics Real Estate, LLC and ColdPoint Logistics Warehouse, LLC in full by the underwriters of their option to purchase from the Company an additional 8,532,307 shares of common stock that closed on July 31, 2024. The net proceeds to the Company from the IPO, after deducting underwriting discounts and commissions and estimated offering expenses payable by the Company, were \$4,875 million. Prior to and upon consummation of the offering, the Company engaged in the following formation and other transactions:

(a) Capital structure and noncontrolling interests

In exchange for cash proceeds of \$1 million, Lineage, Inc. redeemed all outstanding shares of Series A Preferred Stock, which represents \$1,000 per share plus all accrued and unpaid dividends thereon.

The Operating Partnership converted to a Maryland limited partnership and its Agreement of Limited Partnership was executed concurrently, along with a Unit Designation for Legacy Units of the Operating Partnership. All Class A units in the Operating Partnership held by Lineage, Inc. were reclassified into common units of the Operating Partnership ("Partnership Common Units") and Series A Preferred Units. The pre-existing Class A, Class B, and Class C units of the Operating Partnership that were held by non-Company LPs described in Note 2, *Capital structure and noncontrolling interests* were reclassified into Legacy Units of the Partnership ("Legacy OP Units"). Legacy OP Units carry forward pre-existing rights of the Non-Company LPs, which enables BG Cold to continue accruing Founders Equity Share and the holders of a limited number of Class A units of the Operating Partnership with special redemption and/or top-up rights to maintain those rights. All Legacy OP Units will ultimately be exchanged for Partnership Common Units over a period of up to three years following the initial closing of the IPO, which may in turn be redeemed at the request of the holder thereof. Upon a holder's request for such redemption, the Company has the discretion to redeem Partnership Common Units for shares of Lineage, Inc.'s common stock or cash.

The Ninth Amended and Restated Operating Agreement of LLH was executed, which created a new form of interest in LLH called an LLH Operating Partnership Equivalent Unit ("OPEU"). OPEUs are capital interests in LLH that allow their holders to share in the profits of LLH on a pari-passu basis with the Operating Partnership. BG Maverick, LLC ("BG Maverick") held all Class D interests in LLH prior to the IPO, which entitled the holder to a formulaic distribution of profits of LLH. The payment of this distribution in respect of these interests was contingent upon the occurrence of a liquidity event, which was deemed to take place with the IPO. Upon the completion of its IPO, the Company recorded a liability of \$184 million due to BG Maverick in respect of its Class D interests. Such Class D interests were subsequently reclassified as OPEUs. In addition, in connection with the termination of the operating services agreement described below, BG Maverick's Class D distribution rights were increased by \$200 million. This cumulative liability was settled partially in the form of a reimbursement to Lineage of previous Advance Distributions paid by the Company as described in Note 2, *Capital structure and noncontrolling interests*, which reduced the liability to \$186 million. This remaining liability was reclassified into OPEUs held by BG Maverick. Following these transactions, BG Maverick held 2,447,990 OPEUs. Immediately after the reclassification of the Class D interests into the OPEUs, LLH repurchased 986,492 OPEUs in exchange for cash proceeds of \$75 million. The remaining 1,461,148 OPEUs represent a noncontrolling interest in the consolidated financial statements of Lineage, Inc.

In connection with the IPO, the seller in the Kloosterboer acquisition ("Kloosterboer Co-Investor") (holders of Convertible Redeemable Noncontrolling Interests - Preference Shares) had the right to convert the preference shares into securities that track the economic performance of certain Operating Partnership interests. The Kloosterboer Co-Investor did not exercise this right. As a result, upon the completion of the IPO, the redeemable noncontrolling interest recognized in the consolidated financial statements of Lineage, Inc. was reclassified into a liability.

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The Company and the Operating Partnership exchanged all outstanding vested Management Profits Interests Class C units for a combination of less than 80,950 shares of Lineage, Inc. common stock and 2,204,162 Legacy Class B Units of the Operating Partnership.

(b) *Debt*

On July 26, 2024, the Company used a portion of the net proceeds from the IPO to repay in full the remaining outstanding DDTL principal balance of \$2,400 million, along with \$7 million in accrued interest and fees. As a result of the full repayment, the Company will record a \$6 million loss on extinguishment of debt related to the write-off of unamortized deferred financing costs previously capitalized Edgerton, Kansas, for the DDTL.

On July 30, 2024, Moody's Ratings assigned a first-time Baa2 issuer rating to the Company, with a stable outlook. On August 6, 2024, Fitch Ratings assigned a first-time BBB+ issuer rating to the Company, with a stable outlook. These assigned ratings qualified as an investment grade rating event under the terms of the Credit Agreement and allowed the Company to elect the contractual interest rate margin to be based on the Company's debt rating instead of the total leverage ratio, effective August 1, 2024, which reduced the RCF and TLA interest rate from Adjusted Term SOFR + 1.60% to Adjusted Term SOFR + 1.05%. Upon receipt of the Fitch Rating, the RCF and TLA interest rate was further reduced to Adjusted Term SOFR + 0.925%.

On August 9, 2024, the Company used a portion of the net proceeds from the IPO to repay in full the remaining outstanding CMBS 5 principal balance of \$1,298 million, along with \$8 million in accrued interest and fees. As a result of the full repayment, the Company will record a \$4 million loss on extinguishment of debt related to the write-off of unamortized deferred financing costs previously capitalized for the CMBS 5.

Through August 9, 2024, the Company used a portion of the net proceeds from the IPO to make net repayments on the RCF of \$822 million.

(c) *Stock-based compensation*

The Pre-IPO Incentive Award Plan described in further detail in Note 14, *Stock-based compensation* was amended and restated in connection with the IPO (the "Incentive Award Plan"). The Incentive Award Plan increased the maximum number of shares of common stock which can be issued under the plan from 1,000,000 to 12,500,000, and specifies that awards of Long-Term Incentive Plan units ("LTIP Units") count as shares for the purpose of the share limit under the Incentive Award Plan. LTIP Units are a special class of partnership interests in the Operating Partnership which may be issued to eligible participants.

Upon the adoption of the Incentive Award Plan, the Company granted the following awards to plan participants:

- (1) Stock payment awards of 215,149 shares of the Company's common stock as one-time bonuses in connection with the IPO.
- (2) Stock payment awards of 179,838 shares of the Company's common stock in settlement of their vested LVCP units.

- (3) 654,690 time-vesting RSUs as replacements of unvested LLH Value Creation Plan units that were unvested at the IPO and LLH Value Creation Plan units that did not have any value.
- (4) 291,511 time-vesting RSUs as part of the annual equity award program.
- (5) 1,066,763 time-vesting RSUs or LTIP Units as replacements of unvested Management Profits Interest Class C units and vested Management Profits Interest Class C units that held no intrinsic value.

LINEAGE, INC. AND SUBSIDIARIES

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- (6) 498,691 time-based LTIP Units as annual equity awards.

Stock payment awards contain no ongoing vesting requirements and stock-based compensation expense for such awards is recorded immediately. The Company will recognize stock-based compensation expense for time-based RSUs and time-based LTIP Units over their respective vesting terms.

Vesting for all unvested BGLH Restricted Units was accelerated in connection with the IPO, resulting in stock-based compensation expense of \$5 million.

All unvested Management Profits Interest Class C units were canceled, and holders of such awards were granted replacement time-based RSUs, or time-based LTIP Unit awards. Holders of unvested Management Profits Interest Class C units and Management Profits Interest Class C units that were vested but held no intrinsic value were replaced with time-based RSUs.

As described in Note 14, *Stock-based compensation*, no stock-based compensation expense was recorded associated with the outstanding LLH Value Creation Plan units prior to the IPO. Upon the consummation of the IPO, the qualifying liquidity event vesting criteria was met for certain awards and such awards fully vested, resulting in stock-based compensation expense and a corresponding liability of \$26 million. This liability was immediately settled by either issuing stock payment awards or paying cash to the holders of such vested LLH Value Creation Plan units. All unvested LLH Value Creation Plan units were canceled upon the consummation of the IPO, and holders of such awards received time-based RSUs as replacement awards. Additionally, holders of vested LLH Value Creation Plan units that did not have any value because the Lineage, Inc. stock price was not greater than the threshold specified in their award also received time-based RSU awards.

(d) Related-party balances

The Company terminated the operating services agreement (i.e., operating, consulting, strategic development, and financial services) it had between LLH and Bay Grove Management. Additionally, LLH entered into a transition services agreement with Bay Grove Management. Under this agreement, Bay Grove Management will provide certain transition services to support capital deployment and mergers and acquisitions activity for the three years following the IPO in exchange for annual consideration of \$8 million, paid in equal quarterly installments.

(e) Rollover Holder Put Option

Rollover equity in the form of BGLH units was previously issued as consideration in various business combinations. Some of those sellers who received rollover equity in BGLH were provided with separate classes of equity of BGLH that included special one-time redemption features with minimum value guarantees and/or the alternative option to elect cash or equity top-up rights to achieve a certain minimum equity valuation at a specified date (collectively, the "BGLH Guarantee Rights"). Prior to the IPO, the obligations in respect of the BGLH Guarantee Rights resided with BGLH.

In connection with the IPO, Lineage, Inc. has agreed to provide successive repurchase rights and cash and equity top-up rights to the rollover equity holders that mirror those given by BGLH to its investors (the "Rollover Holder Put Option"). Pursuant to the Rollover Holder Put Option, BGLH has the right to (i) distribute (in various installments from September 2024 through December 2025 (the "Rollover Holder Put Exercise Window") up to 2,036,738 shares of our common stock to its investors holding BGLH Guarantee Rights, and such investors have the individual right to cause Lineage to purchase any or all of such shares of our common stock distributed to such persons by BGLH for an amount equal to the guaranteed minimum value intrinsic to the BGLH Guarantee Rights (at a guaranteed minimum price or, in some cases, if greater, the then-current fair market value of the shares of our common stock), which amounts differ for different such investors, or (ii) in some cases demand a top-up, through a cash payment or through the issuance of additional shares of our common stock without

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payment therefor, or any combination thereof, in the amount by which the guaranteed minimum value exceeds the then current fair market value of the shares of our common stock (if at all) at various specified times during the Rollover Holder Put Exercise Window.

The Rollover Holder Put Option represents a written put option on shares of Lineage, Inc. common stock, which the Company will account for as a separate, freestanding financial instrument from the shares of common stock underlying the option (the "Rollover Holder Put Option Liability"). Upon execution of the

IPO, the Company recorded the Rollover Holder Put Option Liability at its fair value of \$103 million, with a corresponding reduction in Retained earnings (accumulated deficit) attributable to BGLH.

On July 31, 2024, the Company purchased Luik Natie in Belgium for estimated maximum purchase price of \$52 million, inclusive of possible contingent earn-out payments, \$223 million. The purpose of this acquisition is to expand the Company's warehousing network in the port city of Antwerp-Bruges, Belgium facility provides temperature-controlled storage, handling, and grow the related transportation and freight forwarding services in the region, other ancillary services.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion of our financial condition and results of operations should be read together with the unaudited condensed consolidated financial statements and related notes included in this Quarterly Report on Form 10-Q, as well as our audited consolidated financial statements and related notes included in our Prospectus. In addition, the following discussion contains forward-looking statements, such as statements regarding our expectation for future performance, liquidity, and capital resources, that involve risks, uncertainties, and assumptions that could cause actual results to differ materially from our expectations. Our actual results may differ materially from those contained in or implied by any forward-looking statements as a result of various factors, including those set forth below and those described under "Risk Factors," in our Prospectus filed with the SEC pursuant to Rule 424(b) under the Securities Act.

Management's Overview

We are the world's largest global temperature-controlled warehouse REIT, with a modern and strategically located network of properties. Our business is competitively positioned to deliver a seamless end-to-end, technology-enabled experience for a well-diversified and stable customer base, each with their own unique requirements in the temperature-controlled supply chain. As of June 30, 2024 September 30, 2024, we operated an interconnected global temperature-controlled warehouse network, comprising over 84,085.0 million square feet and 2,93.0 billion cubic feet of capacity across 483,487 warehouses predominantly located in densely populated critical-distribution markets, with 312,313 in North America, 83 in Europe, and 88 in Asia-Pacific, Asia-Pacific, and 86 in Europe.

We view, manage, and report on our business through two segments:

- Global warehousing, which utilizes our high-quality industrial real estate properties to provide temperature-controlled warehousing storage and services to our customers; and
- Global integrated solutions, which complements warehousing with supply chain services to facilitate the movement of products through the food supply chain to generate cost savings for customers and additional revenue streams for our company.

Initial Public Offering

On July 26, 2024, we closed our IPO of 56,882,051 shares of our common stock at a price of \$78.00 per share, with a subsequent exercise in full by the underwriters of their option to purchase from us an additional 8,532,307 shares of common stock that closed on July 31, 2024. The net proceeds to us from the IPO were approximately \$4,875 million \$4,873 million. In connection with the IPO, we terminated the operating services agreement between our subsidiary, Lineage Holdings, and Bay Grove Management. Additionally, we entered into a transition services agreement with Bay Grove Management, pursuant to which Bay Grove Management is expected to provide certain transition services to support capital deployment, mergers, and acquisitions activities for the three years following our IPO.

Refer to Note 20, Subsequent events Capital structure and noncontrolling interests in the condensed consolidated financial statements included in this Quarterly Report for more information regarding our IPO-related transactions.

Components of Our Results of Operations

Global Warehousing Segment. Our primary business is owning and operating temperature-controlled warehouses.

Revenue. Our global warehousing segment revenues are generated from storing frozen and perishable food and other products and providing related warehouse services for our customers. Storage revenues relate to the act of storing products for our customers within our warehouses. Storage revenues can be in the form of storage fees we charge customers for utilization of space in a warehouse, blast freezing fees we charge customers for utilization of specific ultra-cold spaces within a warehouse designed to rapidly reduce product temperature, and rent we charge customers for the lease of warehouse space pursuant to a lease agreement. Warehouse services fees relate to handling and other services required to prepare and move customers' pallets into, out of, and around the facilities. As part of our warehouse services, we offer handling, case-picking, order assembly and load consolidation, quality control, re-packaging, and government-approved storage and inspection, among other services.

Cost of operations. Our global warehousing segment cost of operations consists primarily of labor, power, and other warehouse costs. Labor comprises the largest component of the cost of operations from our global warehousing segment and consists primarily of employee wages (both direct and indirect) and benefits. benefits, excluding stock-based compensation. Changes in our labor

expense are driven by, among other

things, changes in headcount, changes in compensation levels, and associated performance incentives, the use of third-party labor to support our operations, changes in terms of collective bargaining agreements, changes in customer requirements and associated work content, workforce productivity, labor availability, governmental policies and regulations, and variability in costs associated with employer-provided benefits. Our second-largest cost of operations of our global warehousing segment is electrical power utilized in the operation of our temperature-controlled warehouses. We may, from time to time, hedge our exposure to changes in power prices through fixed rate agreements. In addition, to the extent possible and appropriate, we may seek to mitigate or offset the impact of fluctuations in the price of power on our financial results through rate escalations or power surcharge provisions within our agreements with customers. We also look to implement energy saving alternatives to reduce energy consumption, including the installation of solar panels, state of the art refrigeration control systems, LED lighting, thermal energy storage, motion-sensor technology, variable frequency drives for our fans and compressors, and rapid open/close doors. Additionally, business mix impacts our power expense depending on the temperature zone and type and frequency of freezing required (e.g., blast freezing). Other warehouse costs include utilities other than power, insurance, real estate taxes, repairs and maintenance, rent under real property operating leases where applicable, equipment costs, warehouse consumables (e.g., pallets and shrink-wrap), personal protective equipment, warehouse administration, and other related facility and services costs.

Global Integrated Solutions Segment. Our global integrated solutions segment provides our customers with a comprehensive approach to facilitate the movement of products along the supply chain.

Revenues. Our integrated solutions revenues are primarily driven by transportation fees, which may also include fuel and capacity surcharges, to our customers for whom we arrange the transportation of their products. Within transportation, which is the largest component of our global integrated solutions segment, our core focus areas are multi-vendor less-than-full-truckload consolidation, drayage services to and from ports, transportation brokerage, and freight forwarding. We also provide rail transportation services and, in select markets, foodservice distribution and e-commerce fulfillment services.

Cost of operations. Our global integrated solutions cost of operations consists primarily of third-party carrier charges, which are impacted by factors affecting those carriers, including truck and ocean liner capacity and driver and equipment availability in certain markets. Additionally, in certain markets we employ drivers and operate assets to serve our customers. Costs to operate these assets include wages (excluding stock-based compensation), fuel, tolls, insurance, and maintenance.

Other Consolidated Operating Expenses.

Depreciation and amortization expenses. Our depreciation and amortization expenses result primarily from the capital-intensive nature of our business. The principal components of depreciation relate to our warehouses, both owned and leased, including buildings and improvements, refrigeration equipment, racking, leasehold improvements, material handling equipment, furniture and fixtures, and our computer hardware and internal use software. We also incur depreciation related to owned transportation assets. Amortization relates primarily to intangible assets for customer relationships and finance lease right-of-use assets.

General and administrative expenses. Our general and administrative expenses consist primarily of costs associated with administration of our global warehousing and global integrated solutions segments, including management wages and benefits, administrative, legal, business development, project management, sales, marketing, engineering, safety and compliance, food optimization, human resources, finance, accounting, network optimization, data science, and information technology personnel, transformational information technology expenses, equity incentive plans, communications and data processing, travel, professional fees, credit loss, training, office equipment, supplies, and, prior to our IPO, management fees paid to Bay Grove in accordance with the terms of the operating services agreement. Trends in general and administrative expenses are influenced by changes in headcount and compensation levels and achievement of incentive compensation targets. In connection with our IPO, we terminated the operating services agreement in order to internalize certain operating, strategic development, and financial services that were previously provided by Bay Grove under it, and entered into a transition services agreement with Bay Grove to provide certain of these services for a three-year term while we internalize such functions.

Acquisition, transaction, and other expenses. Our acquisition, transaction, and other expenses consist of costs with a high level of variability from period-to-period and include professional fees associated with planned and completed business expansion activities, and acquisition integration costs, and costs. In addition, it includes expenses associated with our IPO, including costs related to public company readiness efforts. efforts and costs incurred as a result of our IPO in the third quarter of 2024 (see Note 2, *Capital structure and noncontrolling interests* to the condensed consolidated financial statements included in this Quarterly Report for further detail on costs associated with our IPO). These costs are expensed as incurred. It also includes employee-related expenses

associated with acquisitions, such as acquisition-related severance and consulting agreements and certain cash-based incentive awards given to employees of legacy companies in acquisitions.

Restructuring, impairment, and (gain) loss on disposals. Our restructuring, impairment, and (gain) loss on disposals include certain contractual and negotiated severance and separation costs from exited former executives, costs relating to reductions in

headcount to achieve operational efficiencies, and costs associated with exiting non-strategic operations. We record such costs when there is a substantive plan for employee severance or employees are otherwise entitled to benefits (e.g. in case of one-time terminations) and related costs are probable and estimable. It also includes gains (losses) on dispositions of property, plant, and equipment and impairments of long-lived assets, net of related gains on insurance recoveries.

Key Factors Affecting Our Business and Financial Results

Recent Trends in Our Global Warehousing Segment

The following are key trends emerging in our global warehousing segment:

- **Strategic engagement with customers.** Our strategic account management team works with our top customers to create a joint roadmap and action plan to meet their strategic supply chain needs. We have seen increased customer engagement with this approach over the last several years, a trend we expect to continue as we expand strategic customer relationships.
- **Automation.** We have industry-leading automation capabilities and believe our automated facilities can provide lower cost and more customized solutions to our high-case volume customers, thereby improving the customer experience and driving customer retention.

Market Conditions

Our business is impacted by general economic and market conditions, as well as by national and international political, environmental, and socio-economic events.

Significant factors impacting our business have included:

- Inflation and Customer Rate Increases. In response to significant inflationary impacts in recent years across wages, energy, and other operational costs, we implemented customer rate increases to offset such impacts to our operating results. We believe that higher food costs continue to impact end-consumers' buying decisions for certain commodities. As inflation eases, we expect to see relief across operational cost pressures and volumes, both on-hand and throughput.
- Occupancy and Throughput. Coming out of the global pandemic, we experienced higher physical occupancy levels through the first half of 2023, particularly in North America, significantly driven by customers increasing production and inventories in response to supply chain backlogs in recent years. Beginning in the second half of 2023, customers began rationalizing inventory levels in response to continued higher interest rates and inflation, which is driving changes in customer demand. As our customers adjust to these new demand levels, we have seen lower throughput volume across our network. Over the long-term, we believe that end-consumer demand will remain consistent with historic levels.
- Labor. Following headwinds in recent years from wage inflation, labor shortages, and team member turnover, our team has focused on strategic initiatives to decrease turnover through our stock-based compensation awards, higher wages, engagement best practices, and training to help retain talent. Retention has improved due to these internal efforts and macroeconomic factors.
- Power Costs. Following increased power costs in prior years, particularly in our European operations, our power costs in 2023 and 2024 have stabilized. We have generally been able to pass increased power costs through to our customers, mitigating the impact of such cost increases on our operating results.

Refer to Part II, Item 1A. "Risk Factors" for additional information.

Foreign Currency Translation Impact on Our Operations

Our consolidated revenues and expenses are subject to variations caused by the net effect of foreign currency translation on revenues and expenses incurred by our operations outside the United States. Future fluctuations of foreign currency exchange rates and their impact on our consolidated financial statements are inherently uncertain. Our primary currency exposures are to the euro, Canadian dollar, British pound sterling, and Australian dollar. Revenues and expenses are typically denominated in the local currency of the country in which they are derived or incurred, which partially mitigates the net impact of foreign currency fluctuations on our operating results and margins.

Focus on Our Operational Effectiveness and Cost Structure

We are focused on further enhancing our operational effectiveness and cost structure. This includes the following: integrating acquired businesses and their assets onto common information technology systems; instituting key health, safety, leadership, and training programs; implementing standardized operational processes; developing and deploying proprietary and third-party operating systems; and capitalizing on the purchasing power of our network.

We employ multiple strategies to maximize labor productivity, including the following: instituting lean operating principles, driving standard work processes, visual management, just-in-time management, and quality processes; optimizing the mix of permanent and temporary team members; optimizing shifts relative to throughput; and focusing on increased engagement and retention.

We seek to maximize energy efficiency in our warehouses including by using the latest technology and alternative energy generation practices. The technologies we deploy include variable frequency drives, refrigeration control systems, rapid close doors, motion sensor technology, LED lighting, and "flywheeling"—an innovative process that leverages machine learning and artificial intelligence to manage energy load based on predictions of peak demand. We also generate alternative sources of energy primarily through the deployment of solar, battery capacity, and linear generators. These initiatives have allowed us to reduce our consumption of kilowatt hours, optimize rates, and reduce overall energy costs.

How We Assess the Performance of Our Business

Segment Net Operating Income or "NOI" "Segment NOI"

We evaluate the performance of our business segments based on their net operating income relative to our overall results of operations. We use the term "segment net operating income" or "segment NOI" to mean a segment's revenues less its cost of operations (excluding any depreciation and amortization, impairment charges, general and administrative expenses, stock-based compensation expense, restructuring and impairment expense, gains and losses on sale of assets, and acquisition, transaction, and other expense and restructuring and impairment expenses). We use segment NOI to evaluate our segments for purposes of making operating decisions and assessing performance in accordance with Accounting Standards Codification ("ASC") 280, *Segment Reporting*.

We also analyze the "segment NOI margin" for each of our business segments, which we calculate as segment NOI divided by segment revenues.

Same Warehouse Analysis

We define our "same warehouse" population annually at the beginning of the current calendar year. Our same warehouse population includes properties that were owned, leased, or managed for the entirety of two comparable periods and that have reported at least twelve months of consecutive normalized operations prior to January 1 of the current calendar year. We define "normalized operations" as properties that have been open for operation or lease after development or significant modification, including the expansion of a warehouse footprint or a warehouse rehabilitation subsequent to an event, such as a natural disaster or similar event causing disruption to operations. In addition, our definition of "normalized operations" takes into account changes in the ownership structure (e.g., purchase of a previously leased warehouse would result in a change in the nature of expenditures in the compared periods), which would impact comparability in our global warehousing segment NOI.

Acquired properties will be included in the "same warehouse" population if owned or leased by us as of the first business day of the prior calendar year and still owned by us as of the end of the current reporting period, unless the property is under development. The "same warehouse" pool can also be adjusted during the year to remove properties that were sold or entering development subsequent to the beginning of the current calendar year. As such, the "same warehouse" population for the period ended June 30, 2024 September 30, 2024 includes all properties that we owned at January 1, 2023 which had both been owned and had reached "normalized operations" by January 1, 2023.

We calculate "same warehouse NOI" as revenues for the same warehouse population less its cost of operations (excluding any depreciation and amortization, general and administrative expenses, stock-based compensation expense, restructuring and impairment expense, gains and losses on sale of assets, and acquisition, transaction, and other

expense, restructuring and impairment expenses and gain or loss on sale of assets) expense). We evaluate the performance of the warehouses we own, lease, or manage using a "same warehouse" analysis, and we believe that same warehouse NOI is helpful to investors as a supplemental performance measure because it includes the operating performance from the population of properties that is consistent from period to period, thereby eliminating the effects of changes in the composition of our warehouse portfolio on performance measures.

The following table shows the composition of our warehouse portfolio as of **June 30, 2024** **September 30, 2024**.

Total warehouses ⁽¹⁾	464 468
Same warehouse facilities	412 411
Non-same warehouse facilities	52 57

(1) Excludes 19 warehouses in our global integrated solutions segment as of **June 30, 2024** **September 30, 2024**. We categorize warehouses as part of our global integrated solutions segment if the primary business conducted in those warehouses is within our global integrated solutions segment.

Same warehouse NOI is not a measurement of financial performance under GAAP. In addition, other companies providing temperature-controlled warehouse storage and handling and other warehouse services may not define same warehouse or calculate same warehouse NOI in a manner consistent with our definition or calculation. Same warehouse NOI should be considered as a supplement, but not as an alternative, to our results calculated in accordance with GAAP. We provide reconciliations of these measures in the discussions of our comparative results of operations below.

Economic Occupancy of Our Warehouses

We define average economic occupancy as the aggregate number of physical pallets on hand and any additional pallet positions otherwise contractually committed and paid for by customers for a given period divided by the approximate number of average physical pallet positions in our warehouse for the applicable period. We estimate the number of contractually committed pallet positions by taking into account the actual pallet commitment specified in each customer's warehouse agreement and subtracting the physical pallets on hand for that customer. We regard economic occupancy as an important driver of our financial results. We plan to expand our use of minimum storage guarantees that pay us minimum or fixed storage fees for pallet positions whether or not a minimum number of pallet positions are physically occupied. We actively seek to enter into minimum storage guarantees when establishing new customer agreements, renewing existing customer agreements or upon a change in the anticipated profile of our customer. We believe that transitioning certain customer contracts from on-demand, as-utilized structures to minimum storage guarantee structures will drive **segment** NOI growth and consistency by maintaining our storage revenues during periods of lower inventories.

Physical Occupancy of Our Warehouses

We define average physical occupancy as the average number of physical pallets on hand divided by the estimated number of average physical pallet positions in our warehouses for the applicable period. We estimate the number of physical pallet positions by taking into account actual racked space and by estimating unracked space on an as-if-racked basis. We base this estimate on a formula utilizing the total cubic feet of each room within the warehouse that is unracked divided by the volume of an assumed rack space that is consistent with the characteristics of the relevant warehouse. The number of our pallet positions is reviewed and updated quarterly, taking into account changes in racking configurations and other warehouse attributes. We regard physical occupancy as an important driver of our financial results.

Throughput at Our Warehouses

The level and nature of throughput at our warehouses is an important factor impacting our warehouse services revenues. Throughput refers to the volume of inbound pallets that enter our warehouses plus the volume of outbound pallets that exit our warehouses, divided by two. Higher levels of throughput drive warehouse services revenues in our global warehousing segment,

as customers are typically billed transactionally for these services. The nature of throughput may be driven by the expected inventory turns of the underlying product or commodity. Throughput pallets can be influenced by both customers' production as well as shifts in demand preferences. Customers' production levels, which respond to market conditions, labor availability, supply chain dynamics, and consumer preferences, may impact inbound pallets. Similarly, a change in inventory turnover due to shift in consumer demand may impact outbound pallets.

Results of Operations

Comparison of Results for the Three Months Ended **June 30, 2024 **September 30, 2024** and 2023**

Global Warehousing Segment

The following table presents the operating results of our global warehousing segment for the three months ended **June 30, 2024** **September 30, 2024** and 2023.

Three Months Ended June 30,	Three Months Ended June 30,	Three Months Ended June 30,
Three Months Ended September 30,	Three Months Ended September 30,	

		Three Months Ended						
		September 30,						
		2024		2024				
		2024	2023	Change	2023	Change		
(in millions except revenue per pallet)								
Warehouse storage								
Warehouse storage								
Warehouse storage	\$ 510	\$ 517	(1.4)	(1.4) %	\$ 508	\$ 515	(1.4)	(1.4) %
Warehouse services	456	447	447	2.0	464	445	445	4.3
Total global warehousing segment revenues	\$ 966	\$ 964	0.2	0.2 %	Total global warehousing segment revenues	972	960	1.3 %
Power	Power	\$ 50	\$ 50	—	Power	58	58	— %
Labor (1)	Labor (1)	356	348	348	Labor (1)	352	352	—
Other warehouse costs (1) (2)	Other warehouse costs (1) (2)	176	185	185	Other warehouse costs (1) (2)	179	183	(2.2)
Total global warehousing segment cost of operations	\$ 582	\$ 583	(0.2)	(0.2) %	Total global warehousing segment cost of operations	589	593	(0.7) %
Global warehousing segment NOI	Global warehousing segment NOI	\$ 384	\$ 381	0.8	Global warehousing segment NOI	\$ 383	\$ 367	4.4 %
Total global warehousing segment margin	Total global warehousing segment margin	39.8 %	39.5 %	30 bps	Total global warehousing segment margin	39.4 %	38.2 %	120
Number of warehouse sites								
Number of warehouse sites								
Number of warehouse sites								
Warehouse storage (1) (3)								
Warehouse storage (1) (3)								
Warehouse storage (1) (3)								
Average economic occupancy								
<u>Average economic occupancy</u>								
<u>Average economic occupancy</u>								
Average occupied economic pallets								
Average occupied economic pallets								
Average occupied economic pallets								
Average occupied economic pallets		8,098	8,184	(1.1) %				
Average occupied economic pallets (in thousands)								
Average occupied economic pallets (in thousands)								
Average occupied economic pallets (in thousands)		8,078	8,127	(0.6) %				
Economic occupancy percentage	Economic occupancy percentage	82.9 %	85.1 %	(220) bps	Economic occupancy percentage	82.0 %	84.3 %	(230) %
Storage revenue per economic occupied pallet	Storage revenue per economic occupied pallet	\$ 63.01	\$ 63.02	—	Storage revenue per economic occupied pallet	\$ 62.85	\$ 63.36	(0.8) %

Average physical occupancy



(1) Labor cost of operations excludes \$1 million of stock-based compensation expense for the three months ended September 30, 2024.

(2) Includes real estate rent expense of \$25 million for the three months ended June 30, 2024 and \$25 million for the three months ended June 30, 2023, September 30, 2024 and 2023, respectively, and non-real estate rent expense (equipment lease and rentals) of \$4 million and \$5 million for the three months ended June 30, 2024 September 30, 2024 and \$4 million for the three months ended June 30, 2023, September 30, 2023, respectively.

(2)(3) Warehouse storage and warehouse services metrics exclude managed sites.

Global warehousing segment revenues were \$966 million for the three months ended June 30, 2024 September 30, 2024, an increase of \$12 million, or 1.3%, compared to \$964 million for the three months ended June 30, 2023 September 30, 2023. Revenues were The increase in revenues was driven by an approximate \$16 million increase from acquisitions and an approximate \$15 million increase from our recently

completed and in-progress expansion and development projects and an approximate \$14 million increase from acquisitions. This growth was offset by a \$15 million decrease from other non-same warehouse sites, including closed facilities, and a \$5 million decrease in our same warehouse pool. The decrease in our same warehouse pool was primarily driven by lower utilization and an \$8 million decrease from closed facilities. throughput volumes, partially offset by a favorable increase in rates. In addition, the foreign currency translation of revenues earned by our foreign operations had a \$3 million unfavorable impact compared to the three months ended June 30, 2023 September 30, 2023.

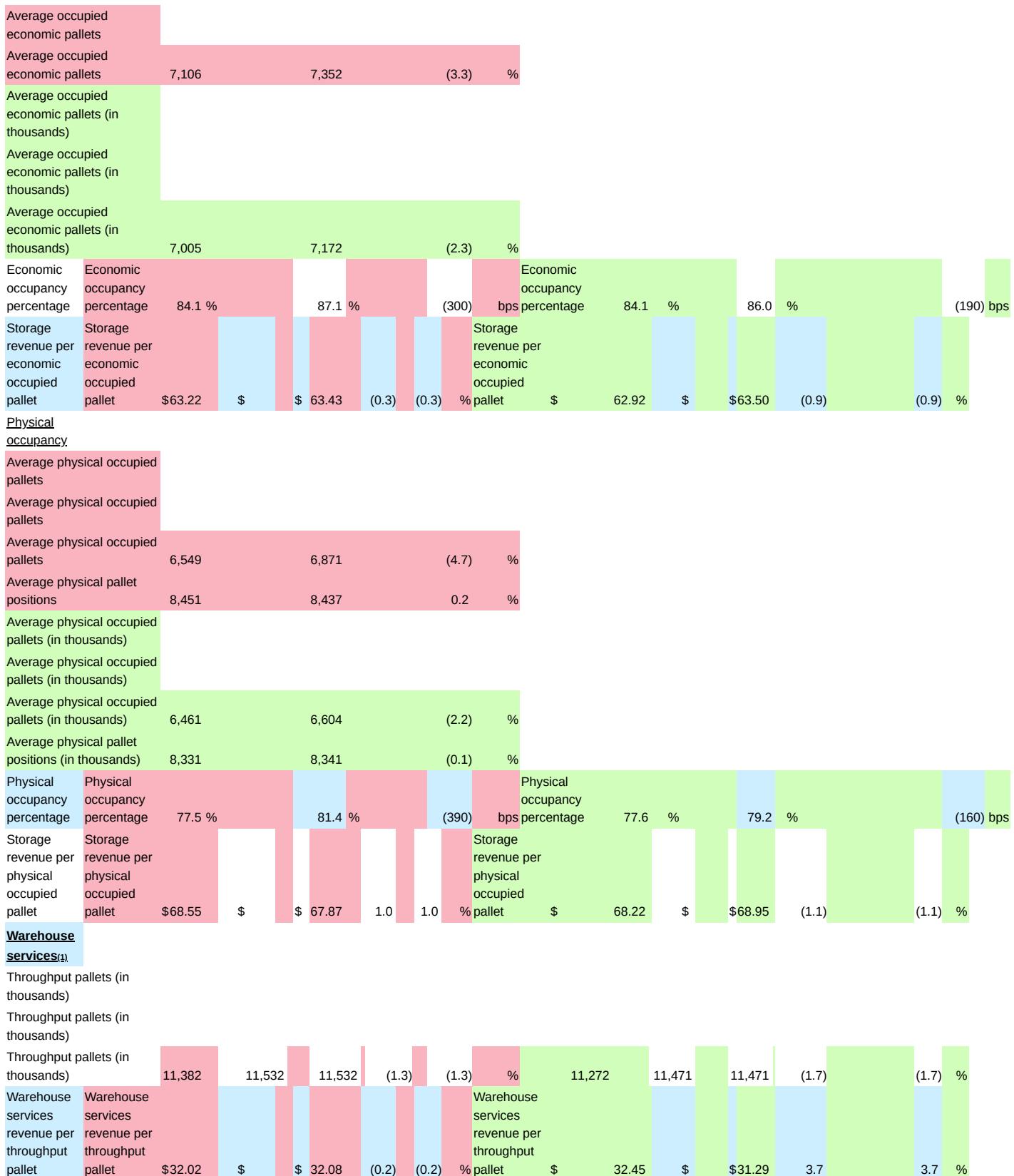
Global warehousing segment cost of operations was \$582 million for the three months ended June 30, 2024 September 30, 2024, a decrease of \$14 million, or 0.7%, compared to \$583 million for the three months ended June 30, 2023 September 30, 2023. The cost of operations for our same warehouse pool decreased \$13 million, representing decreases across powerlabor and other warehouse costs. In addition, there was a \$6 million \$10 million decrease in cost of operations from other non-same warehouse sites, including closed facilities. These cost decreases were offset by increases of approximately \$8 million from the additional facilities we acquired in connection with the above-mentioned acquisitions and approximately \$7 million related to our recently completed and in-progress expansion and development projects. In addition, the foreign currency translation of cost of operations from our foreign operations had a \$2 million favorable impact compared to the three months ended June 30, 2023 September 30, 2023.

Global warehousing segment NOI was \$384 million for the three months ended June 30, 2024 September 30, 2024, an increase of \$16 million, or 4.4%, compared to \$381 million for the three months ended June 30, 2023 September 30, 2023. The segment NOI for our same warehouse pool decreased \$8 million or 2.4%, attributable to revenue and cost of operations factors previously described. In addition, there was a \$2 million net decrease in NOI from closed facilities. Global warehousing segment NOI was positively impacted by approximately \$7 million related to our recently completed and in-process expansion and development projects as they continue to ramp up prior to stabilization and approximately \$6 million related to the above mentioned acquisitions. Foreign currency translation had These were offset by a \$1 million unfavorable impact to the global warehousing segment NOI period-over-period. \$5 million net decrease from other non-same warehouse sites, including closed facilities.

Same Warehouse Result

The following table presents revenues, cost of operations, same warehouse NOI, and margins for our same warehouses for the three months ended **June 30, 2024** **September 30, 2024** and **June 30, 2023** **September 30, 2023**.

	Three Months Ended June 30,	Three Months Ended June 30,	Three Months Ended June 30,	Three Months Ended September 30,	Three Months Ended September 30,	Three Months Ended September 30,	2024	2024	2024	2023	Change	2023	2023	Change
(in millions except revenue per pallet)														
Warehouse storage														
Warehouse storage	Warehouse storage	\$ 449	\$	\$ 466	(3.6)	(3.6)	Warehouse storage	\$ 441	\$	\$ 455	(3.1)	(3.1)	2.3	(3.1) %
Warehouse services	Warehouse services	399		403	(1.0)	(1.0)	Warehouse services	402		393	2.3			2.3 %
Total same warehouse revenues	Total same warehouse revenues	\$ 848	\$	\$ 869	(2.4)	(2.4)	Total same warehouse revenues	843	\$ 848	848	(0.6)			(0.6) %
Power	Power	\$ 43	\$	\$ 44	(2.3)	(2.3)	% Power	50		50				— %
Labor	Labor	311		310	0.3	0.3	% Labor	306		311	(1.6)			(1.6) %
Other warehouse costs	Other warehouse costs	149		162	(8.0)	(8.0)	Other warehouse costs	150		158	(5.1)			(5.1) %
Total same warehouse cost of operations	Total same warehouse cost of operations	\$ 503	\$	\$ 516	(2.5)	(2.5)	Total same warehouse cost of operations	506	\$ 519	519	(2.5)			(2.5) %
Same warehouse NOI	Same warehouse NOI	\$ 345	\$	\$ 353	(2.3)	(2.3)	% NOI	\$ 337	\$	\$ 329	2.4			2.4 %
Total same warehouse margin	Total same warehouse margin	40.7 %		40.6 %		10	Total same warehouse margin	40.0 %		38.8 %				120 bps
Number of same warehouse sites														
Number of same warehouse sites														
Number of same warehouse sites														
Warehouse storage⁽¹⁾	Warehouse storage⁽¹⁾													
Warehouse storage⁽¹⁾	Warehouse storage⁽¹⁾													
Warehouse storage⁽¹⁾	Warehouse storage⁽¹⁾													
Economic occupancy														
Economic occupancy														
Economic occupancy														
Average occupied economic pallets														



(1) Warehouse storage and warehouse services metrics exclude managed sites.

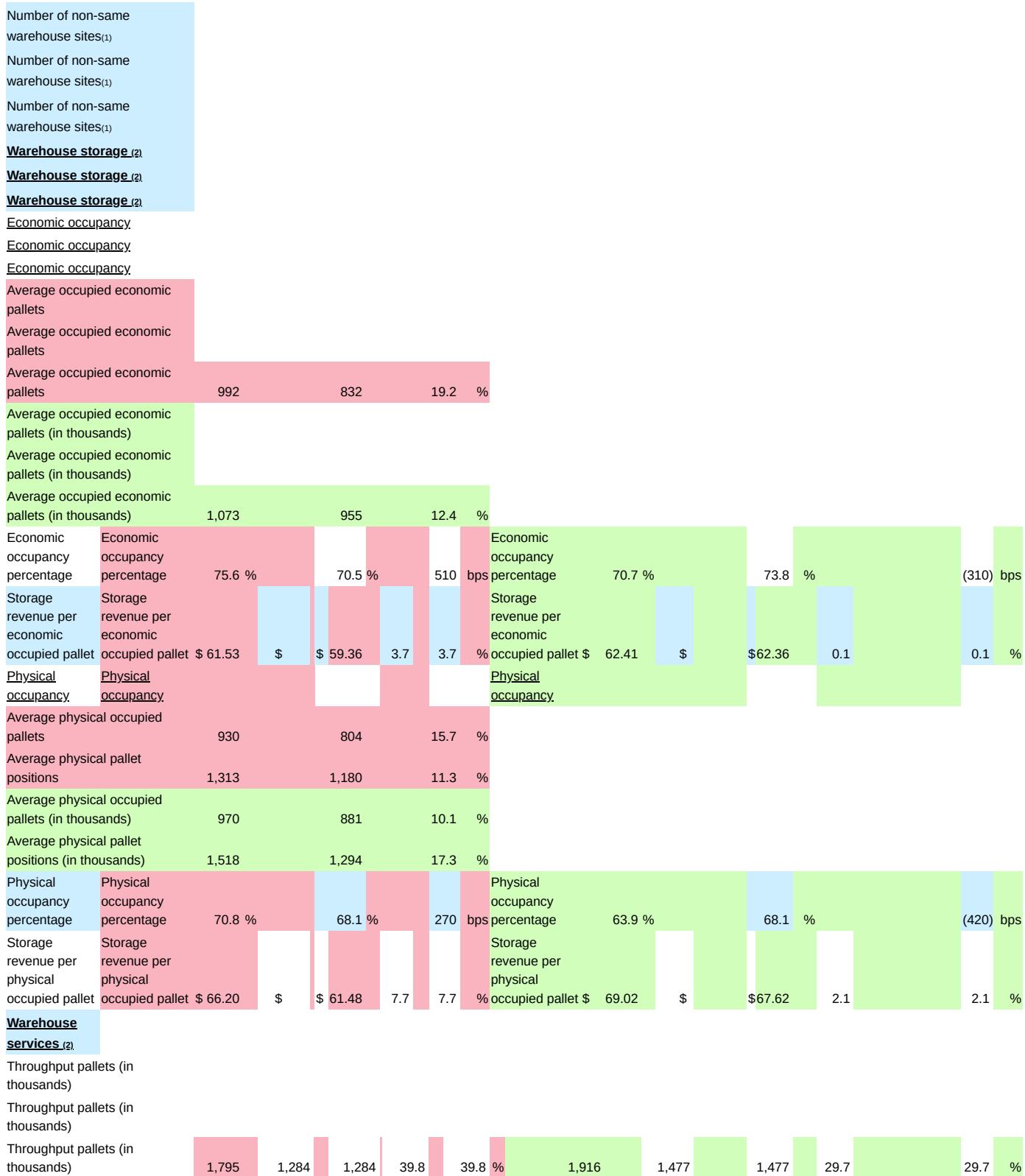
Economic occupancy at our same warehouses was 84.1% for the three months ended **June 30, 2024** **September 30, 2024**, a decrease of **300** **190** basis points compared to **87.1%** **86.0%** for the three months ended **June 30, 2023** **September 30, 2023**. Our economic occupancy at our same warehouses was **660** **650** basis points higher than our corresponding average physical occupancy of **77.5%** **77.6%**. Economic occupancy was lower than the prior year due to lower physical utilization as customers rationalized their inventory during continued economic pressures driven by higher interest rates. Same warehouse storage revenues per economic occupied pallet decreased **0.3%** **0.9%** period-over-period, primarily driven by a change in our business profile due to customer rationalization of inventory.

Throughput pallets at our same warehouses were **11.4** **11.3** million pallets for the three months ended **June 30, 2024** **September 30, 2024**, a decrease of **1.3%** **1.7%** from 11.5 million pallets for the three months ended **June 30, 2023** **September 30, 2023**. This The decrease was the result of lower turns due to continued economic pressures driven by higher interest rates. Same warehouse services revenue per throughput pallet decreased **0.2%** increased **3.7%** compared to the prior year, primarily driven by a change in our business profile due to customer rationalization of inventory.

Non-Same Warehouse Results

The following table presents revenues, cost of operations, non-same warehouse NOI, and margins for our non-same warehouses for the three months ended **June 30, 2024** **September 30, 2024** and 2023.

	Three Months Ended June 30,			Three Months Ended June 30,			Three Months Ended June 30,			Three Months Ended September 30,			Three Months Ended September 30,			Three Months Ended September 30,		
	2024			2024			2024			2024			2024			2024		
	2024	2023	Change	2024	2023	Change	2024	2023	Change	2024	2023	Change	2024	2023	Change	2024	2023	Change
(in millions except revenue per pallet)																		
Warehouse storage																		
Warehouse storage																		
Warehouse services	Warehouse services	\$ 62	\$ 49	26.5	26.5	% \$	67	\$	\$ 60	11.7	\$	11.7	%					
Warehouse services	Warehouse services	56	46	46	21.7	21.7	21.7	Warehouse services	62	52	52	19.2						19.2 %
Total non-same warehouse revenues	Total non-same warehouse revenues	\$ 118	\$ 95	24.2	24.2	%	Total non-same warehouse revenues	129	112	112	15.2							15.2 %
Power	Power	\$ 7	\$ 6	16.7	16.7	%	Power	8	8	8	—							— %
Labor	Labor	44	37	37	18.9	18.9	%	Labor	46	41	41	12.2						12.2 %
Other warehouse costs	Other warehouse costs	28	24	24	16.7	16.7	%	Other warehouse costs	29	25	25	16.0						16.0 %
Total non-same warehouse cost of operations	Total non-same warehouse cost of operations	\$ 79	\$ 67	17.9	17.9	%	Total non-same warehouse cost of operations	83	74	74	12.2							12.2 %
Non-same warehouse NOI	Non-same warehouse NOI	\$ 39	\$ 28	39.3	39.3	%	Non-same warehouse NOI	\$ 46	\$ 38	21.1	21.1							21.1 %
Total non-same warehouse margin	Total non-same warehouse margin	33.1 %	29.5 %	360	bps	margin	Total non-same warehouse margin	35.7 %	33.9 %	33.9 %	180 bps							



Warehouse services revenue per throughput pallet	Warehouse services revenue per throughput pallet	\$ 29.16	\$ 32.35	(9.9)	(9.9)	%	Warehouse services revenue per throughput pallet	\$ 30.80	\$ 31.44	(2.0)	(2.0)	%
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(1) Refer to our "Same Warehouse Analysis," which describes the composition of our non-same warehouse pool.

(2) Warehouse storage and warehouse services metrics exclude managed sites.

Global Integrated Solutions Segment

The following table presents the operating results of our global integrated solutions segment for the three months ended **June 30, 2024** September 30, 2024 and 2023.



Global integrated solutions segment revenues were **\$372** \$363 million for the three months ended **June 30, 2024** September 30, 2024, a decrease of **\$10** \$6 million, or **2.6%** 1.6%, compared to **\$382** \$369 million for the three months ended **June 30, 2023** September 30, 2023. The decrease was due to lower volumes and fuel surcharges and the sale of a European subsidiary which occurred in September 2023, offset by increases from acquisitions which closed in acquisitions. In addition, the fourth quarter foreign currency translation of 2023, revenues earned by our foreign operations had a \$3 million favorable impact compared to the three months ended September 30, 2023.

Global integrated solutions segment cost of operations was **\$309** \$307 million for the three months ended **June 30, 2024** September 30, 2024, a decrease an increase of **\$13** \$1 million, or **4.0%** 0.3%, compared to **\$322** \$306 million for the three months ended **June 30, 2023** September 30, 2023. The decrease was due to net increase included the above-mentioned acquisitions, partially offset by lower costs driven by volumes, cost controls, and the above-mentioned sale of a European subsidiary, offset by increases subsidiary. The foreign currency translation of cost of operations from our foreign operations had a \$2 million unfavorable impact compared to the above-mentioned 2023 acquisitions, three months ended September 30, 2023.

Global integrated solutions segment NOI was \$56 million for the three months ended September 30, 2024, a decrease of \$7 million, or 11.1%, compared to \$63 million for the three months ended **June 30, 2024**, an increase of \$3 million, or 5.0%, September 30, 2023. Foreign currency translation had a \$1 million favorable net impact compared to \$60 million for the three months ended **June 30, 2023** September 30, 2023.

Other Consolidated Operating Expenses

	Three Months Ended June 30,		Change	Three Months Ended September 30,		Change	Three Months Ended September 30,		Change	Three Months Ended September 30,		Change
	2024	2024		2023	%		2024	2024		2023	%	
(in millions)												
Other consolidated operating expense:												
Other consolidated operating expense:												
Other consolidated operating expense:												
Depreciation and amortization expense												
Depreciation and amortization expense												
Depreciation and amortization expense	\$ 219	\$ 210	\$ 188	16.5	16.5 %	\$ 210	\$ 188	\$ 188	11.7	11.7 %	11.7	%
General and administrative expense	\$ 127	\$ 143	\$ 124	2.4	2.4 %	General and administrative expense	\$ 143	\$ 122	17.2	17.2 %	17.2	%
Acquisition, transaction, and other expense	\$ 12	\$ 15	\$ 15	(20.0)	(20.0) %	Acquisition, transaction, and other expense	\$ 592	\$ 19	n.m. ¹	n.m. ¹	n.m.	
Restructuring, impairment, and (gain) loss on disposals	\$ 15	\$ 3	\$ 3	400.0	400.0 %	Restructuring, impairment, and (gain) loss on disposals	\$ 8	\$ 4	n.m.	n.m.	n.m.	

(1) n.m. (not meaningful) throughout this Quarterly Report is used in place of percentage changes where the change is excessive, involves a comparison between income and loss amounts, or involves a comparison to zero.

Depreciation and amortization expense. Depreciation and amortization expense was \$219 \$210 million for the three months ended June 30, 2024 September 30, 2024, an increase of \$31 \$22 million, or 16.5% 11.7%, compared to \$188 million for the three months ended June 30, 2023 September 30, 2023. The increase was primarily due to information technology investments, acquisitions, and greenfield and expansion projects.

General and administrative expense. General and administrative expenses were \$127 \$143 million for the three months ended June 30, 2024 September 30, 2024, an increase of \$3 \$21 million, or 2.4% 17.2%, compared to \$124 \$122 million for the three months ended June 30, 2023 September 30, 2023.

The increase in general and administrative expense was primarily due to higher stock-based compensation expense related to growing our global platform in support of our expanding operations, annual grants. We expect our general and administrative expenses to stabilize over time and generate operating leverage. For the three months ended June 30, 2024 September 30, 2024 and 2023, general and administrative expenses were 9.5% 10.7% and 9.2% of total revenues, respectively.

Acquisition, transaction, and other expense. Acquisition, transaction, and other expenses were \$12 \$592 million for the three months ended June 30, 2024 September 30, 2024, a decrease in increase of \$3 \$573 million compared to \$15 \$19 million for the three months ended June 30, 2023 September 30, 2023. The increase was primarily related due to fewer acquisition-related costs associated with our IPO, including internalization costs and stock-based compensation expense. For further detail on costs associated with our IPO and stock-based compensation, see Note 2, Capital structure and noncontrolling interests and Note 15, Stock-based compensation to the condensed consolidated financial statements included in 2024 compared to 2023, this Quarterly Report.

Restructuring, impairment, and (gain) loss on disposals. Restructuring, impairment, and (gain) loss on disposals were net expenses of \$15 \$8 million for the three months ended June 30, 2024 September 30, 2024, an increase of \$12 \$4 million compared to net expenses of \$3 \$4 million for the three months ended June 30, 2023 September 30, 2023. The increase was related to higher impairment charges expense primarily resulting from

losses on related to properties sold or classified as held for sale and higher severance expenses. The costs. Partially offsetting these increases, the three months ended June 30, 2024 September 30, 2024 also included a net loss/gain of \$1 million \$5 million related to a fire which occurred at the Company's warehouse in Kennewick, Washington (see Note

16 **17**, *Commitments and contingencies* in our condensed consolidated financial statements included in this Quarterly Report for details).

Other Income (Expense)

The following table presents other items of income and expense for the three months ended **June 30, 2024** **September 30, 2024** and 2023.

	Three Months Ended June 30,		Three Months Ended June 30,		Three Months Ended June 30,		Change
	Three Months Ended September 30,		Three Months Ended September 30,		Three Months Ended September 30,		Change
	2024	2024	2024	2023	2023	2023	%
(in millions)							
Other income (expense):							
Other income (expense):							
Other income (expense):							
Interest (expense), net							
Interest (expense), net							
Interest (expense), net	\$ (148)		\$ (116)		27.6		%
Gain (loss) on foreign currency transactions, net							
Gain (loss) on foreign currency transactions, net							
Interest expense, net							
Interest expense, net							
Interest expense, net	\$ (82)		\$ (126)		(34.9)		%
Gain (loss) on extinguishment of debt	\$ (6)		\$ —				n.m.
Gain (loss) on foreign currency transactions, net	\$ 2	\$ (3)	\$ (166.7)	\$ (166.7)	%	Gain (loss) on foreign currency transactions, net	\$ 14 \$ (5) n.m. n.m.
Equity income (loss), net of tax	\$ (1)	\$ —	\$ —	\$ —	%	Equity income (loss), net of tax	\$ — \$ (2) n.m. n.m.
Other nonoperating income (expense), net	\$ 1	\$ (19)					n.m.

Interest (expense), net. Interest (expense). We reported a net **\$148** interest expense of **\$82** million for the three months ended **June 30, 2024** **September 30, 2024**, an increase a decrease of **\$32** **\$44** million, or **27.6%** **34.9%**, compared to **\$116** **\$126** million for the three months ended **June 30, 2023** **September 30, 2023**. The average effective interest rate of our outstanding debt increased from 5.6% was 5.8% for the three months ended June 30, 2023 to 6.3% September 30, 2024, a decrease from 6.2% for the three months ended June 30, 2024 September 30, 2023, primarily due to higher average borrowings paired the substantial debt repayments with rising interest rates associated primarily with our credit facilities and CMBS loans, IPO proceeds. When taking into account income (expense) generated from those hedging instruments, the average effective interest rate of our outstanding debt increased from 4.3% was 4.2% for the three months ended June 30, 2023 to 5.2% September 30, 2024, a decrease from 4.8% for the three months ended June 30, 2024 September 30, 2023.

Gain (loss) on extinguishment of debt. We reported a net loss on debt extinguishment of \$6 million for the three months ended September 30, 2024, related to unamortized deferred financing costs previously capitalized for the Delayed Draw Term Loan (DDTL), which was repaid on July 26, 2024. There was no gain (loss) on debt extinguishment recognized for the three months ended September 30, 2023. For additional information regarding our debt, see Note 9, *Debt* in our condensed consolidated financial statements included in this Quarterly Report.

Gain (loss) on foreign currency transactions, net. We reported a net foreign currency exchange gain of **\$2** **\$14** million for the three months ended **June 30, 2024** **September 30, 2024**, compared to a net loss of **\$3** **\$5** million for the three months ended **June 30, 2023** **September 30, 2023**. The increase in foreign currency exchange gain was due was due to more favorable foreign currency exchange rates against the U.S. dollar, with the largest impacts driven by the relative strength of the foreign currencies we transact in, primarily the Euro and Australian dollar, against the US dollar.

Equity income (loss), net of tax. We reported a less than \$1 million of net loss income (loss) from equity method investments of \$1 million for the three months ended **June 30, 2024** **September 30, 2024**, compared to **no** a net income (loss) loss of \$2 million for the three months ended **June 30, 2023** **September 30, 2023**, primarily related to our investments investment in Emergent Cold LatAm Holdings, LLC LLC.

Other nonoperating income (expense), net. We reported \$1 million of other nonoperating income for the three months ended September 30, 2024, an increase of \$20 million compared to net expenses of \$19 million for the three months ended September 30, 2023. During the three months ended September 30, 2023, the Company recognized a net loss of \$21 million on

the sale of Erweda BV, a European subsidiary. For additional information regarding the divestiture, see Note 4, *Business combinations, asset acquisitions, and divestitures* in our condensed consolidated financial statements included in this Quarterly Report.

Income Tax Expense (Benefit)

Income tax benefit for the three months ended June 30, 2024 September 30, 2024 was \$7 \$45 million, compared to no net expense (benefit) which represented an increase of \$40 million from an income tax benefit of \$5 million for the three months ended June 30, 2023 September 30, 2023. The tax benefit in 2024 was principally created by the release of a \$24 million valuation allowance on deferred tax assets relating to net operating losses carryforwards in the U.S., the tax-effect of pre-tax earnings in various jurisdictions, tax adjustments related to REIT activity, and withholding taxes paid in various jurisdictions. The tax expense (benefit) in 2023 was principally created by tax-effect of pre-tax earnings and losses in various jurisdictions, tax adjustments related to REIT activity, and changes to uncertain tax positions. Our income taxes are discussed in more detail in Note 8, *Income taxes* to the condensed consolidated financial statements included in this Quarterly Report.

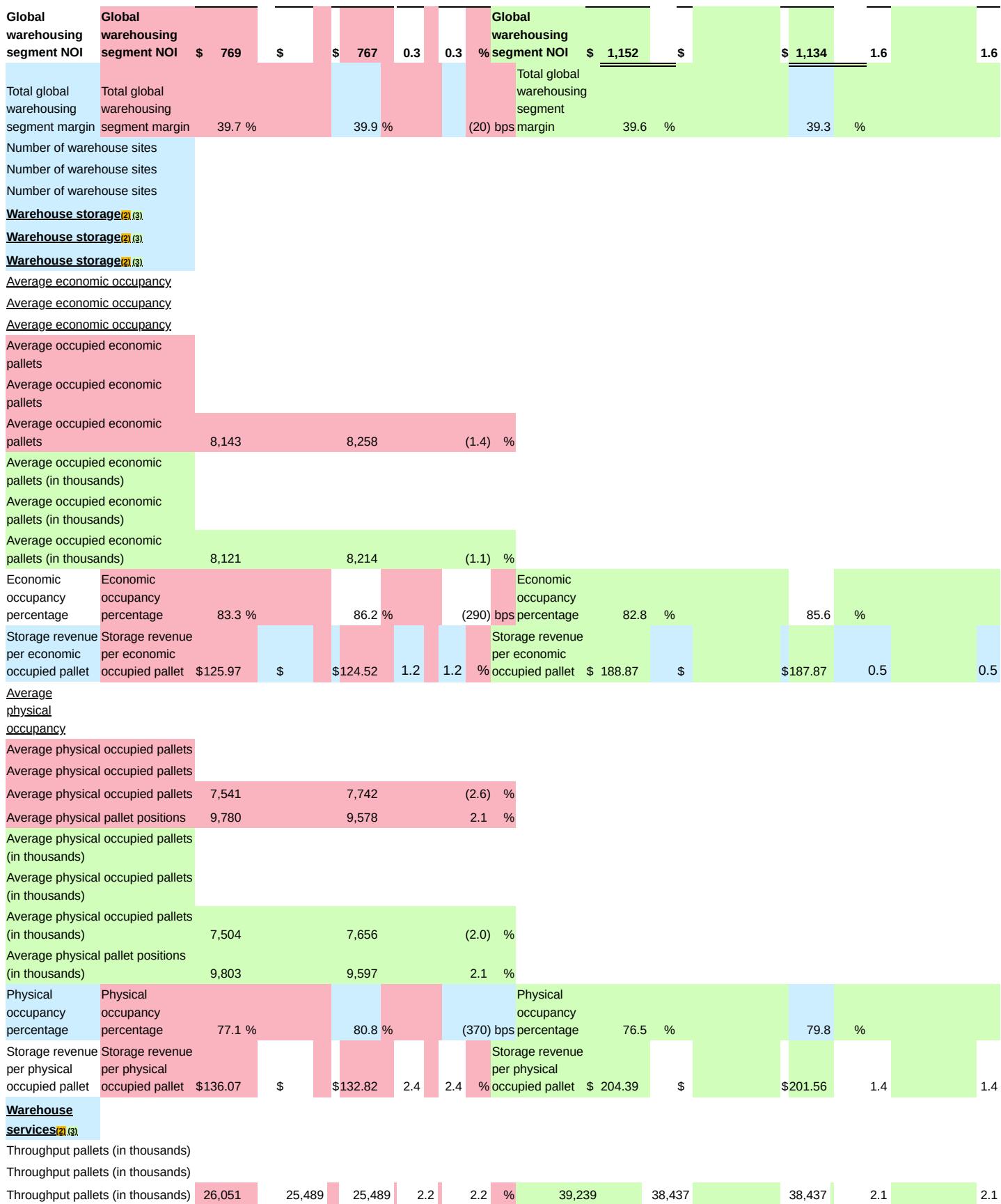
The Organization for Economic Co-operation and Development ("OECD") has issued Pillar Two Model Rules introducing a new global minimum tax of 15% intended to be effective on January 1, 2024. While the U.S. has not yet adopted the Pillar Two rules, various other governments around the world are enacting legislation. In 2024, we expect to incur insignificant tax expenses in connection with Pillar Two and are continuing to evaluate the potential impact on our business in future periods.

Comparison of Results for the Six Nine Months Ended June 30, 2024 September 30, 2024 and 2023

Global Warehousing Segment

The following table presents the operating results of our warehouse segment for the six nine months ended June 30, 2024 September 30, 2024 and 2023.

	Six Months Ended			Nine Months Ended			Nine Months Ended			Nine Months Ended			
	June 30,			September 30,			September 30,			September 30,			
	2024			2024			Change			2023			
(in millions except revenue per pallet)													
Warehouse storage													
Warehouse storage													
Warehouse storage	\$ 1,026	\$	\$ 1,030	(0.4)	(0.4)	% \$	1,534	\$	\$ 1,545	(0.7)	(0.7)	%	
Warehouse services	909		892	892	1.9	1.9	1,373		1,337	1,337	2.7		
Total global warehousing segment revenues	\$ 1,935	\$	\$ 1,922	0.7	0.7	%	2,907	2,882	2,882	0.9			
Power	Power	\$ 97	\$ 98	(1.0)	(1.0)	% Power	155	156	156	(0.6)			
Labor (1)	Labor (1)	710	690	690	2.9	2.9	% Labor (1)	1,062	1,042	1,042	1.9		
Other warehouse costs (1) (2)	Other warehouse costs (1) (2)	359	367	367	(2.2)	(2.2)	% costs (1) (2)	538	550	550	(2.2)		
Total global warehousing segment cost of operations	\$ 1,166	\$	\$ 1,155	1.0	1.0	%	1,755	1,748	1,748	0.4			



Warehouse services revenue per throughput pallet	Warehouse services revenue per throughput pallet	\$ 32.01	\$ 32.25	(0.7)	(0.7)	Warehouse services revenue per % throughput pallet	\$ 32.08	\$ 31.93	0.5	0.5
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(1) Excludes \$1 million of stock-based compensation expense for the nine months ended September 30, 2024.

(2) Includes real estate rent expense of \$50 million \$75 million and \$47 million \$71 million for the six nine months ended June 30, 2024 September 30, 2024 and 2023, respectively; respectively, and non-real estate rent expense (equipment lease and rentals) of \$9 million \$12 million and \$11 million \$16 million for the six nine months ended June 30, 2024 September 30, 2024 and 2023, respectively.

(2)(3) Warehouse storage and warehouse services metrics exclude managed sites.

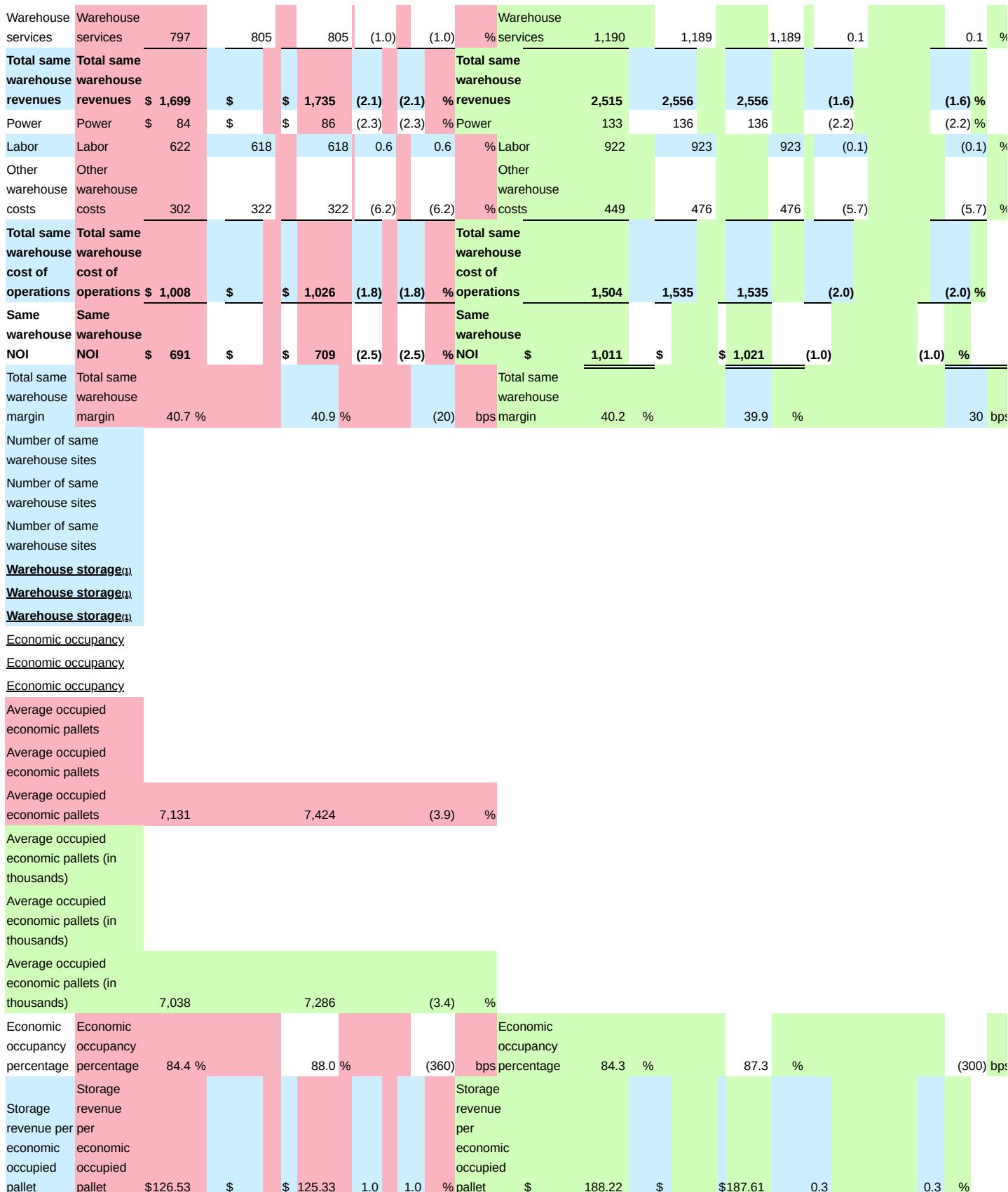
Global warehousing segment revenues were \$1,935 million for the nine months ended June 30, 2024 September 30, 2024, an increase of \$13 million, or 0.7%. Compared to \$1,922 million for the nine months ended June 30, 2023 September 30, 2023. Revenues were The net increase was primarily driven by an approximate \$32 million from acquisitions and approximately \$46 million increase from our recently completed and in-progress expansion and development projects, and \$28 million from acquisitions. This growth was partially offset by a \$36 million \$41 million decrease in our same warehouse pool and a \$27 million decrease from other non-same warehouse sites including closed facilities. The decrease in our same warehouse pool was primarily driven by

lower utilization and throughput volumes, partially offset by a \$9 million decrease from close facilities, favorable increase in rates. In addition, the foreign currency translation of revenues earned by our foreign operations had a \$2.1 million unfavorable impact compared to the six nine months ended June 30, 2023 September 30, 2023.

Global warehousing segment cost of operations was \$1,166 million for the six months ended June 30, 2024 September 30, 2024, an increase of \$11 million or 1.0%, compared to \$1,155 million for the six months ended June 30, 2023 September 30, 2023. Approximately \$18 million of the net increase was primarily driven by the additional facilities we acquired in connection with the above-mentioned acquisitions. We also incurred higher costs of approximately \$16 million from acquisitions and \$25 million related to our recently completed and in-progress expansion and development projects. These were projects, partially offset by a \$31 million decrease from in our same warehouse pool of \$18 million, representing decreases across and a \$15 million decrease from other non-same warehouse sites including closed facilities. The decrease in our same warehouse pool was driven by lower power and other services warehouse costs. In addition, there was a \$4 million decrease in cost of operations from closed facilities. The foreign currency translation of cost of operations from our foreign operations had a \$1 million favorable impact compared to the six months ended June 30, 2023 September 30, 2023.

Global warehousing segment NOI was \$769 \$1,152 million for the six nine months ended June 30, 2024 September 30, 2024, an increase of \$2 \$18 million, or 0.3% 1.6%, compared to \$767 \$1,134 million for the six nine months ended June 30, 2023 September 30, 2023. Global warehousing segment NOI was positively impacted by approximately \$16 \$21 million related to our recently completed and in-process expansion and development projects as they continue to ramp up prior to stabilization and approximately \$10 \$19 million related to the above mentioned acquisitions. These were offset by a decrease from our same warehouse pool of \$18 \$10 million, or 2.5% 1.0%, attributable to the revenue and cost of operations factors previously described. In addition, there was a \$5 million \$12 million net decrease in NOI from other non-same warehouse sites including closed facilities. Foreign currency translation had a \$1 million unfavorable impact compared to the six months ended June 30, 2023.

Same Warehouse Results



Physical
occupancy

Average physical occupied pallets	6,592	6,934	(4.9)	%
Average physical occupied pallets	8,448	8,432	0.2	%
Average physical occupied pallets (in thousands)				
Average physical occupied pallets (in thousands)	6,499	6,772	(4.0)	%
Average physical occupied pallet positions (in thousands)	8,350	8,342	0.1	%
Physical occupancy percentage	78.0 %	82.2 %	(420) bps	Physical occupancy percentage
Storage revenue per physical occupied pallet	\$ 136.76	\$ 134.18	1.9	Storage revenue per physical occupied pallet
				\$ 203.81
				\$ 201.86
				1.0
				1.0 %

Warehouse
services⁽¹⁾

Throughput pallets (in thousands)	22,529	22,968	22,968	(1.9)	(1.9) %	33,586	34,259	34,259	(2.0)	(2.0) %
Warehouse services revenue per throughput pallet	\$ 32.39	\$ 32.24	0.5	0.5 %	pallet	\$ 32.34	\$ 31.84	1.6	1.6	%

(1) Warehouse storage and warehouse services metrics exclude managed sites.

Economic occupancy at our same warehouses was 84.4% 84.3% for the six nine months ended June 30, 2024 September 30, 2024, a decrease of 360 300 basis points compared to 88.0% 87.3% for the six nine months ended June 30, 2023 September 30, 2023. Our economic occupancy at our same warehouses was 640 650 basis points higher than our corresponding average physical occupancy of 78.0% 77.8%. Economic occupancy was lower than the prior year due to lower physical utilization as customers rationalize their inventory during continued economic pressures driven by higher interest rates. Same warehouse storage revenues per economic occupied pallet increased 1.0% 0.3% period-over-period, primarily driven by a change in our business profile due to customer rationalization of inventory.

Throughput pallets at our same warehouses were 22.5 33.6 million pallets for the six nine months ended June 30, 2024 September 30, 2024, a decrease of 1.9% 2.0% from 23.0 million 34.3 million pallets for the six nine months ended June 30, 2023 September 30, 2023. This decrease was the result of lower turns due to continued economic pressures driven by higher interest rates. Same warehouse services revenue per throughput pallet increased 0.5% 1.6% compared to the prior year, primarily driven by a change in our business profile due to customer rationalization of inventory.

Non-Same Warehouse Results

	Six Months Ended June 30,		Six Months Ended June 30,		Six Months Ended June 30,		Nine Months Ended September 30,		Nine Months Ended September 30,		Nine Months Ended September 30,		2024		2024		2024		2023		Change		2023		Change		
(in millions except revenue per pallet)																											
Warehouse storage																											
Warehouse storage																											
Warehouse storage	\$ 124	\$	\$ 100	24.0	24.0	%	\$ 209	\$	\$ 178	17.4	17.4	%															
Warehouse services	112	87	87	28.7	28.7	%	183	148	148	23.6	23.6	%														23.6 %	
Total non-same warehouse revenues	\$ 236	\$	\$ 187	26.2	26.2	%	Total non-same warehouse revenues	392	326	326	20.2	20.2	%													20.2 %	
Power	Power	\$ 13	\$	\$ 12	8.3	8.3	% Power	22	20	20	10.0	10.0	%													10.0 %	
Labor	Labor	88	72	72	22.2	22.2	% Labor	140	119	119	17.6	17.6	%													17.6 %	
Other warehouse costs	Other warehouse costs	57	45	45	26.7	26.7	% costs	89	74	74	20.3	20.3	%													20.3 %	
Total non-same warehouse cost of operations	Total non-same warehouse cost of operations	\$ 158	\$	\$ 129	22.5	22.5	%	Total non-same warehouse cost of operations	251	213	213	17.8	17.8	%												17.8 %	
Non-same warehouse NOI	Non-same warehouse NOI	\$ 78	\$	\$ 58	34.5	34.5	% NOI	\$ 141	\$	\$ 113	24.8	24.8	%													24.8 %	
Total non-same warehouse margin	Total non-same warehouse margin	33.1 %		31.0 %		210 bps	Total non-same warehouse margin	36.0 %		34.7 %		130 bps															
Number of non-same warehouse sites ⁽¹⁾																											
Number of non-same warehouse sites ⁽¹⁾																											
Number of non-same warehouse sites ⁽¹⁾																											
<u>Warehouse storage</u> ⁽²⁾																											
<u>Warehouse storage</u> ⁽²⁾																											
<u>Warehouse storage</u> ⁽²⁾																											
<u>Economic occupancy</u>																											
<u>Economic occupancy</u>																											

Economic occupancy

Average occupied economic pallets	1,012	834	21.3	%
Average occupied economic pallets (in thousands)				
Average occupied economic pallets (in thousands)	1,083	928	16.7	%
Economic occupancy percentage	76.0 %	72.8 %	320	bps
Storage revenue per economic occupied pallet	\$ 123.06	\$ 117.30	4.9	%
Physical occupancy	Physical occupancy			
Average physical occupied pallets	949	808	17.5	%
Average physical pallet positions	1,332	1,146	16.2	%
Average physical occupied pallets (in thousands)	1,005	884	13.7	%
Average physical pallet positions (in thousands)	1,453	1,255	15.8	%
Physical occupancy percentage	71.2 %	70.5 %	70	bps
Storage revenue per physical occupied pallet	\$ 131.26	\$ 121.14	8.4	%
<u>Warehouse services</u> (2)				
Throughput pallets (in thousands)	3,522	2,521	39.7	%
Warehouse services revenue per throughput pallet	\$ 29.55	\$ 32.31	(8.5)	(8.5) %
Warehouse services revenue per throughput pallet	\$ 30.49	\$ 32.66	(6.6)	(6.6) %
Warehouse services revenue per throughput pallet	\$ 4,178	\$ 4,178	35.3	%

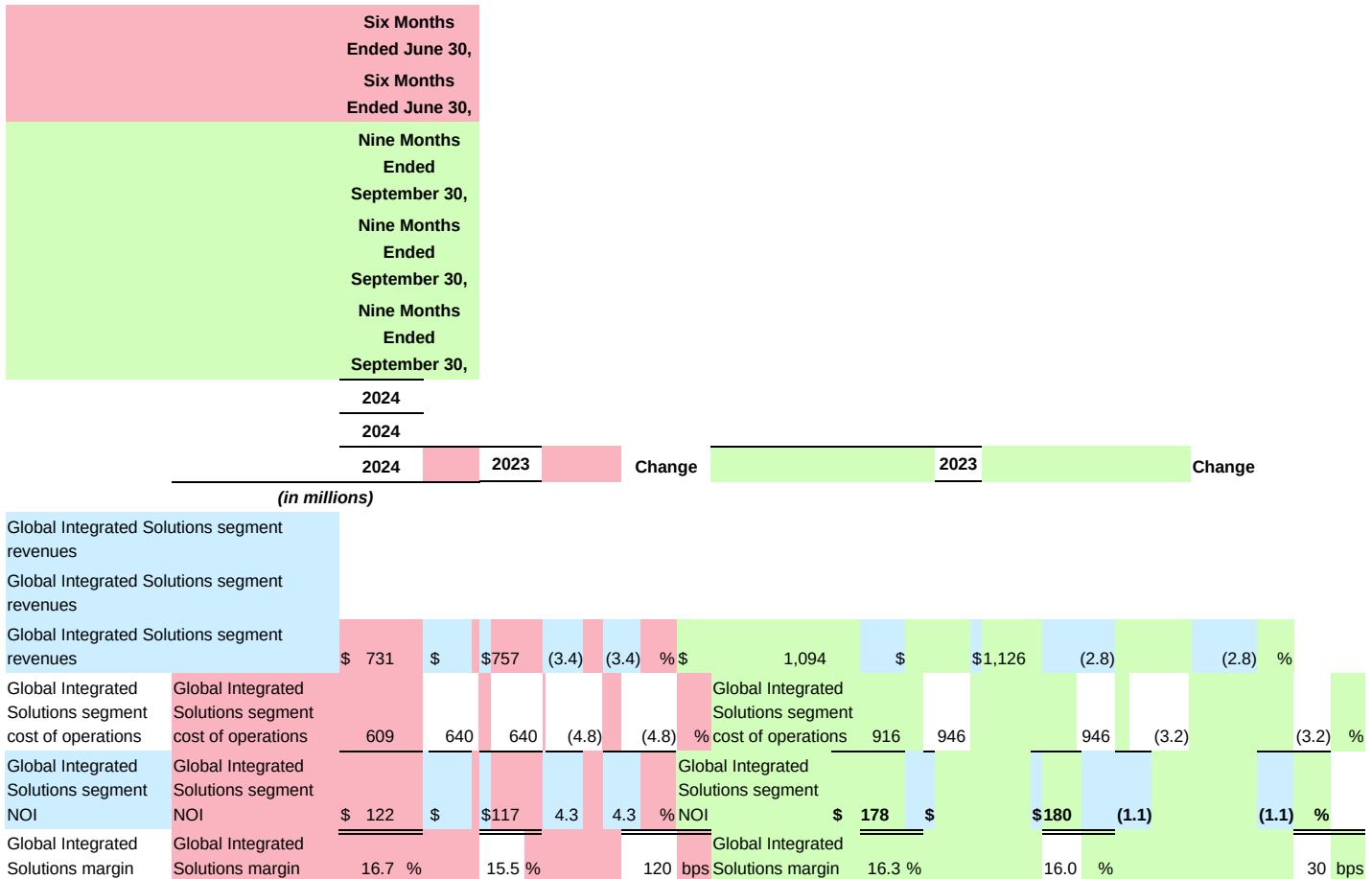
(1) Refer to our "Same Warehouse Analysis," which describes the composition of our non-same warehouse pool.

(2) Warehouse storage and warehouse services metrics exclude managed sites.

Global Integrated Solutions Segment

The following table presents the operating results of our global integrated solutions segment for the **six** months ended **June 30, 2024** **September 30, 2024** and 2023.

**Six Months
Ended June 30,**



Global integrated solutions segment revenues were \$731 \$1,094 million for the six nine months ended June 30, 2024 September 30, 2024, a decrease of \$26 \$32 million, or 3.4% 2.8%, compared to \$757 \$1,126 million for the six nine months ended June 30, 2023 September 30, 2023. The decrease was due to lower volumes and fuel surcharges and the sale of a European subsidiary which occurred in September 2023, offset by increases from acquisitions which closed in acquisitions. In addition, the fourth quarter foreign currency translation of 2023, revenues earned by our foreign operations had a \$5 million favorable impact compared to the nine months ended September 30, 2023.

Global integrated solutions segment cost of operations was \$609 \$916 million for the six nine months ended June 30, 2024 September 30, 2024, a decrease of \$31 \$30 million, or 4.8% 3.2%, compared to \$640 \$946 million for the six nine months ended June 30, 2023 September 30, 2023. The decrease was due to lower volumes, cost controls, and the above-mentioned sale of a European subsidiary, offset by increases from the above-mentioned 2023 acquisitions. The foreign currency translation of cost of operations from our foreign operations had a \$4 million unfavorable impact compared to the nine months ended September 30, 2023.

Global integrated solutions segment NOI was \$122 \$178 million for the six nine months ended June 30, 2024 September 30, 2024, an increase a decrease of \$5 \$2 million, or 4.3% 1.1%, compared to \$117 \$180 million for the six nine months ended June 30, 2023 September 30, 2023. Foreign currency translation had a \$1 million favorable net impact compared to nine three months ended September 30, 2023.

Other Consolidated Operating Expenses

	Six Months Ended June 30,	Six Months Ended June 30,						
	Six Months Ended June 30,	Six Months Ended June 30,						
	Six Months Ended June 30,	Six Months Ended June 30,						
	Nine Months Ended September 30,	Nine Months Ended September 30,						
	Nine Months Ended September 30,	Nine Months Ended September 30,						
	2024	2024						
	2024	2023	Change	2023	2023	Change		
	(in millions)							
Other Consolidated Operating Expenses	\$ 1,094	\$ 1,126	(2.8)	\$ 1,126	\$ 1,126	(2.8)		

	Nine Months Ended September 30,			Change	%	2024	2023	%				
	2024	2024	2023									
	(in millions)											
Other consolidated operating expense:												
Other consolidated operating expense:												
Other consolidated operating expense:												
Depreciation and amortization expense												
Depreciation and amortization expense												
Depreciation and amortization expense	\$ 430	\$ 369	16.5	16.5 %	\$ 640	\$ 557	14.9	14.9 %				
General and administrative expense	\$ 251	\$ 239	5.0	5.0 %	General and administrative expense	\$ 394	\$ 361	9.1 %				
Acquisition, transaction, and other expense	\$ 20	\$ 26	(23.1)	(23.1) %	Acquisition, transaction, and other expense	\$ 612	\$ 45	1260.0 %				
Restructuring, impairment, and (gain) loss on disposals	\$ 15	\$ 7	114.3	114.3 %	Restructuring, impairment, and (gain) loss on disposals	\$ 23	\$ 11	109.1 %				

Depreciation and amortization expense. Depreciation and amortization expense was \$430 million for the nine months ended June 30, 2024 September 30, 2024, an increase of \$61 million, or 16.5%, compared to \$369 million for the nine months ended June 30, 2023 September 30, 2023. The increase was primarily due to information technology investments, acquisitions, and greenfield and expansion projects.

General and administrative expense. General and administrative expenses were \$251 million for the nine months ended June 30, 2024 September 30, 2024, an increase of \$12 million, or 5.0%, compared to \$239 million for the nine months ended June 30, 2023 September 30, 2023.

The increase in general and administrative expense was primarily due to growing higher stock-based compensation expense related to our global platform in support of annual grants and other costs associated with our information technology infrastructure and expanding operations. We expect our general and administrative expenses to stabilize over time and generate operating leverage. For the nine months ended June 30, 2024 September 30, 2024 and 2023, general and administrative expenses were 9.4% and 8.9% of total revenues, respectively.

Acquisition, transaction, and other expense. Acquisition, transaction, and other expenses were \$20 million for the nine months ended June 30, 2024 September 30, 2024, a decrease of \$6 million compared to \$26 million for the nine months ended June 30, 2023 September 30, 2023. The increase was primarily related due to fewer acquisition costs associated with our IPO, including internalization costs and transaction related stock-based compensation expense. For further detail on costs associated with our IPO and stock-based compensation, see Note 2, Capital structure and noncontrolling interests and Note 15, Stock-based compensation to the condensed consolidated financial statements included in 2024 compared to 2023 this Quarterly Report.

Restructuring, impairment, and (gain) loss on disposals. Restructuring, impairment, and (gain) loss on disposals were a net expense of \$15 million for the nine months ended June 30, 2024 September 30, 2024, an increase of \$8 million compared to a net expense of \$7 million for the nine months ended June 30, 2023 September 30, 2023. The increase was related to higher impairment charges primarily resulting from losses on

related to properties sold or classified as held for sale and higher severance expenses. The costs. In addition, the nine months ended June 30, 2024 September 30, 2024 included a net loss gain of \$1 million related to a fire which occurred at the Company's warehouse in Kennewick, Washington (see Note 16, Commitments and contingencies in our condensed consolidated financial statements included in this Quarterly Report for details).

Other Income (Expense)

The following table presents other items of income and expense for the nine months ended June 30, 2024 September 30, 2024 and 2023.

Six Months Ended June 30,	Six Months Ended June 30,	Six Months Ended June 30,	Nine Months Ended September 30,	Nine Months Ended September 30,	Change

	Nine Months Ended September 30,			Change	%	2024	2023	%
	2024	2024	2023					
	(in millions)							
Other income (expense):								
Other income (expense):								
Other income (expense):								
Interest (expense), net								
Interest (expense), net								
Interest (expense), net	\$ (287)		\$ (231)		24.2 %			
Interest expense, net								
Interest expense, net								
Interest expense, net	\$ (369)		\$ (357)					
					3.4 %			
Gain (loss) on extinguishment of debt	Gain (loss) on extinguishment of debt	\$ (7)	\$ —	— %	Gain (loss) on extinguishment of debt	\$ (13)	\$ —	n.m.
Gain (loss) on foreign currency transactions, net	Gain (loss) on foreign currency transactions, net	\$ (9)	\$ (4)	125.0 %	Gain (loss) on foreign currency transactions, net	\$ 5	\$ (9)	n.m.
Equity income (loss), net of tax	Equity income (loss), net of tax	\$ (3)	\$ —	— %	Equity income (loss), net of tax	\$ (3)	\$ (2)	50.0 %
Other nonoperating income (expense), net		\$ 1	\$ (19)		n.m.			

Interest (expense), net. We reported a net interest expense of \$369 million for the nine months ended **June 30, 2024** September 30, 2024, an increase of \$56 million, or 15.4%, compared to \$313 million for the nine months ended **June 30, 2023** September 30, 2023. The average effective interest rate of our outstanding debt increased from 5.6% for the six months ended June 30, 2023 to 6.4% for the six months ended **June 30, 2024** September 30, 2024, an increase from 5.8% for the nine months ended September 30, 2023, due to higher average borrowings paired with interest expense prior to substantial debt repayments with rising interest rates associated primarily with our credit facilities and CMBS loans. IPO proceeds. When taking into account income (expense) generated from those hedging instruments, the average effective interest rate of our outstanding debt increased from 4.3% was 5.1% for the nine months ended June 30, 2023 to 5.3% September 30, 2024, an increase from 4.5% for the nine months ended **June 30, 2024** September 30, 2023.

Gain (loss) on extinguishment of debt. Gain (loss) on debt extinguishment was a loss of \$7 million for the nine months ended **June 30, 2024** September 30, 2024, as the result of various debt refinancing arrangements. There was no gain (loss) on debt extinguishment recognized for the nine months ended **June 30, 2023** September 30, 2023. For additional information regarding our debt, see Note 9, **Debt** to the in our condensed consolidated financial statements included in this Quarterly Report.

Gain (loss) on foreign currency transactions, net. We reported a net foreign currency exchange gain of \$5 million for the nine months ended September 30, 2024 compared to a net loss of \$9 million for the nine months ended **June 30, 2024** September 30, 2024 compared to a net loss of \$4 million for the six months ended June 30, 2023 September 30, 2023. The increase in foreign currency exchange loss gain was due to less favorable foreign currency exchange rates against the U.S. dollar, with the largest impacts driven by the relative strength of the foreign currencies we transact in, primarily the euro and the Australian dollar, against the US dollar. Euro.

Equity income (loss), net of tax. We reported a net loss from equity method investments of \$3 million for the nine months ended **June 30, 2024** September 30, 2024, as compared to no \$2 million net income (loss) loss for the nine months ended **June 30, 2023** September 30, 2023. The increase in net loss was primarily related to our investments in Emergent Cold LatAm Holdings, LLC, partially offset by a gain recognized from our investment in Industrial.io.

Other nonoperating income (expense). We reported \$1 million of other nonoperating income for the nine months ended September 30, 2024, compared to net expenses of \$19 million for the nine months ended September 30, 2023. During the nine months ended

September 30, 2023, the Company recognized a net loss of \$21 million on the sale of Erweda BV, a European subsidiary. For additional information regarding the divestiture, see Note 4, **Business combinations, asset acquisitions, and divestitures** in our condensed consolidated financial statements included in this Quarterly Report.

Income Tax Expense (Benefit)

Income tax benefit for the nine months ended **June 30, 2024** September 30, 2024 was \$348 million, which was consistent with represented an increase of \$40 million from the income tax benefit of \$38 million for the nine months ended **June 30, 2023** September 30, 2023. The tax benefit in 2024 was principally created by the release of a \$24 million valuation allowance on deferred tax assets relating to net operating losses carryforwards in the U.S. which are now expected to be utilized, the tax-effect of pre-tax earnings in various jurisdictions, tax adjustments related to REIT activity, and withholding taxes paid in various jurisdictions. The tax benefit in 2023 was principally created by the tax-effect of pre-tax earnings and losses in various jurisdictions, tax adjustments related to REIT activity, and changes to uncertain tax positions. Our income taxes are discussed in more detail in Note 8, **Income taxes** to the condensed consolidated financial statements included in this Quarterly Report.

Non-GAAP Financial Measures

We use the following non-GAAP financial measures as supplemental performance measures of our business: NOI, segment NOI, FFO, Core FFO, Adjusted FFO, EBITDA, EBITDAre, and Adjusted EBITDA. We also use same warehouse and non-same warehouse metrics described above.

We calculate **total segment NOI** (or "NOI") as our total revenues less our cost of operations (excluding any depreciation and amortization, **impairment charges**, general and administrative expense, **stock-based compensation expense**, **restructuring and impairment expense**, **gain and loss on sale of assets**, and **acquisition, transaction, and other expense**, and **restructuring and impairment expense**).

We calculate segment NOI as a segment's revenues less its cost of operations (excluding any depreciation and amortization, **impairment charges**, general and administrative expense, **acquisition, transaction, and other expense**, and **restructuring and impairment expense**). We use segment NOI to evaluate our segments for purposes of making operating decisions and assessing performance in accordance with ASC 280, *Segment Reporting*. We believe NOI and segment NOI are helpful to investors as a supplemental performance measure to net income because they assist it assists both investors and management in understanding the core operations of our business. There is no industry definition of NOI or segment NOI and, as a result, other REITs may calculate NOI or segment NOI or other similarly-captioned metrics in a manner different than we do.

The table below reconciles **total segment NOI** to net income (loss), which is the most directly comparable financial measure calculated in accordance with GAAP, in each case for the three and **six** nine months ended **June 30, 2024** September 30, 2024 and 2023.

	Three Months Ended June 30,		Six Months Ended June 30,		
	2024	2023	2024	2023	
	Three Months Ended September 30,		Nine Months Ended September 30,		
	(in millions)	(in millions)	(in millions)	(in millions)	2024 2023 2024 2023
Net income (loss)					
Net income (loss)					
Net income (loss)					
Stock-based compensation expense in cost of operations					
General and administrative expense					
Depreciation expense					
Amortization expense					
Acquisition, transaction, and other expense					
Restructuring, impairment, and (gain) loss on disposals					
Equity (income) loss, net of tax					
(Gain) loss on foreign currency transactions, net					
Interest expense, net					
(Gain) loss on extinguishment of debt					
Other nonoperating (income) expense, net					
Income tax expense (benefit)					
Income tax expense (benefit)					
Income tax expense (benefit)					
NOI					
Total segment NOI					

We calculate EBITDA for Real Estate, or EBITDAre, in accordance with the standards established by the Board of Governors of the National Association of Real Estate Investment Trusts, or NAREIT, defined as earnings before interest income or expense,

taxes, depreciation and amortization, net loss or gain on sale of real estate, net of withholding taxes, impairment write-downs on real estate property, and **adjustment** **adjustments** to reflect our share of EBITDAre of partially owned entities. EBITDAre is a measure commonly used in our industry, and we present EBITDAre to enhance investor understanding of our operating performance. We believe that EBITDAre provides investors and analysts with a measure of operating results unaffected by differences in capital structures, capital investment cycles, and useful life of related assets among otherwise comparable companies.

We also calculate our Adjusted EBITDA as EBITDAre further adjusted for the effects of gain or loss on the sale of non-real estate assets, gain or loss on the destruction of property (net of insurance proceeds), other nonoperating income or expense, acquisition, restructuring, and other expense, foreign currency exchange gain or loss, stock-based compensation expense, loss or gain on debt extinguishment and modification, impairment of investments in non-real estate, technology transformation, and reduction in EBITDAre from partially owned entities. We believe that the presentation of Adjusted EBITDA provides a measurement of our operations that is meaningful to investors because it excludes the effects of certain items that are otherwise included in EBITDAre but which we do not believe are indicative of our core business operations. EBITDAre and Adjusted EBITDA are not measurements of financial performance under GAAP, and our EBITDAre and Adjusted EBITDA may not be comparable to similarly titled measures of other companies. You should not consider our EBITDAre and Adjusted EBITDA as alternatives to net income or cash flows from operating activities determined in accordance with GAAP. Our calculations of EBITDAre and Adjusted EBITDA have limitations as analytical tools, including the following:

- these measures do not reflect our historical or future cash requirements for maintenance capital expenditures or growth and expansion capital expenditures;
- these measures do not reflect changes in, or cash requirements for, our working capital needs;

- these measures do not reflect the interest expense, or the cash requirements necessary to service interest or principal payments, on our indebtedness;
- these measures do not reflect our tax expense or the cash requirements to pay our taxes; and
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future and these measures do not reflect any cash requirements for such replacements.

We use EBITDA, EBITDAre, and Adjusted EBITDA as measures of our operating performance and not as measures of liquidity. The table below reconciles EBITDA, EBITDAre, and Adjusted EBITDA to net income (loss), which is the most directly comparable financial measure calculated in accordance with GAAP, in each case for the ~~the three and six~~ nine months ended ~~June 30, 2024~~ ~~September 30, 2024~~ and 2023.

		Three Months Ended		Six Months Ended		(in 2023 millions)	2024	2023	2024	2023					
		June 30,		June 30,											
		Three Months Ended	Nine Months Ended	September 30,	September 30,										
		(in millions)	(in millions)	2024	2023										
Net income (loss)															
Adjustments:															
Depreciation and amortization expense															
Depreciation and amortization expense															
Depreciation and amortization expense															
Interest expense, net															
Income tax expense (benefit)															
EBITDA															
Adjustments:															
Net loss (gain) on sale of real estate assets															
Net loss (gain) on sale of real estate assets															
Net loss (gain) on sale of real estate assets				3			1		3						
Impairment write-downs on real estate property			Impairment write-downs on real estate property	5			1		5	1					
Allocation of EBITDAre of noncontrolling interests															
Allocation of EBITDAre of noncontrolling interests															
Allocation of EBITDAre of noncontrolling interests															
EBITDAre															
Adjustments:															
Net (gain) loss on sale of non-real estate assets															
Net (gain) loss on sale of non-real estate assets															
Net (gain) loss on sale of non-real estate assets															
Acquisition, restructuring, and other															
Acquisition, restructuring, and other															
Other nonoperating (income) expense, net															
Acquisition, restructuring, and other															
Technology transformation															
Loss from property destruction															
(Gain) loss on property destruction															
Interest expense and tax expense from unconsolidated JVs															
Depreciation and amortization expense from unconsolidated JVs															
(Gain) loss on foreign currency exchange transactions, net															
Stock-based compensation expense															
(Gain) loss on extinguishment of debt															
Allocation adjustments of noncontrolling interests															
Allocation adjustments of noncontrolling interests															
Allocation adjustments of noncontrolling interests															
Adjusted EBITDA															

We calculate funds from operations, or FFO, in accordance with the standards established by the Board of Governors of the NAREIT. NAREIT defines FFO as net income or loss determined in accordance with GAAP, excluding extraordinary items as defined under GAAP and gains or losses from sales of previously depreciated operating real estate assets, plus specified non-cash items, such as real estate asset depreciation and amortization, in-place lease intangible amortization, real estate asset impairment, and our share of reconciling items for partially owned entities. We believe that FFO is helpful to investors as a supplemental performance measure because it excludes the effect of depreciation, amortization, and gains or losses from sales of real estate, all of which are based on historical costs, which implicitly assumes that the value of real estate diminishes predictably over time. Since real estate values instead have historically risen or fallen with market conditions, FFO can facilitate comparisons of operating performance between periods and among other equity REITs.

We calculate core funds from operations, or Core FFO, as FFO adjusted for the effects of gain or loss on the sale of non-real estate assets, gain or loss on the destruction of property (net of insurance proceeds), finance lease ROU asset amortization, real estate, non-real estate impairments, acquisition, restructuring and other, other nonoperating income or expense, loss on debt extinguishment and modifications and the effects of gain or loss on foreign currency exchange. We also adjust for the impact attributable to non-real estate impairments on unconsolidated joint ventures and natural disaster. We believe that Core FFO is helpful to investors as a supplemental performance measure because it excludes the effects of certain items which can create significant earnings volatility, but which do not directly relate to our core business operations. We believe Core FFO can facilitate comparisons of operating performance between periods, while also providing a more meaningful predictor of future earnings potential.

However, because FFO and Core FFO add back real estate depreciation and amortization and do not capture the level of recurring maintenance capital expenditures necessary to maintain the operating performance of our properties, both of which have material economic impacts on our results from operations, we believe the utility of FFO and Core FFO as a measure of our performance may be limited.

We calculate adjusted funds from operations, or Adjusted FFO, as Core FFO adjusted for the effects of amortization of deferred financing costs, amortization of debt discount/premium amortization of above or below market leases, straight-line net operating rent, provision or benefit from deferred income taxes, stock-based compensation expense from grants under our equity incentive plans, non-real estate depreciation and amortization, non-real estate finance lease ROU asset amortization, and recurring maintenance capital expenditures. We also adjust for Adjusted FFO attributable to our share of reconciling items of partially owned entities. We believe that Adjusted FFO is helpful to investors as a meaningful supplemental comparative performance measure of our ability to make incremental capital investments in our business and to assess our ability to fund distribution requirements from our operating activities.

FFO, Core FFO, and Adjusted FFO are used by management, investors and industry analysts as supplemental measures of operating performance of equity REITs. FFO, Core FFO and Adjusted FFO should be evaluated along with GAAP net income and net income per diluted share (the most directly comparable GAAP measures) in evaluating our operating performance. FFO, Core FFO, and Adjusted FFO do not represent net income or cash flows from operating activities in accordance with GAAP and are not indicative of our results of operations or cash flows from operating activities as disclosed in our condensed consolidated financial statements included elsewhere in this Quarterly Report. FFO, Core FFO, and Adjusted FFO should be considered as supplements, but not alternatives, to our net income or cash flows from operating activities as indicators of our operating performance. Moreover, other REITs may not calculate FFO in accordance with the NAREIT definition or may interpret the NAREIT definition differently than we do. Accordingly, our FFO may not be comparable to FFO as calculated by other REITs. In addition, there is no industry definition of Core FFO or Adjusted FFO and, as a result, other REITs may also calculate Core FFO or Adjusted FFO, or other similarly-captioned metrics, in a manner different than we do.

The table below reconciles FFO, Core FFO, and Adjusted FFO to net income (loss), which is the most directly comparable financial measure calculated in accordance with GAAP, in each case for the three and six months ended June 30, 2024, September 30, 2024 and 2023.

	Three Months Ended		Six Months Ended		(in millions)	
	June 30,		June 30,			
	Three Months Ended	Nine Months Ended	September 30,	September 30,		
	(in millions) 2024	2023	2024	(in millions) 2023 2024 2023 2024 2023		
Net income (loss)						
Adjustments:						
Real Estate depreciation						
Real Estate depreciation						
Real Estate depreciation						
Real estate depreciation						
Real estate depreciation						
Real estate depreciation						
In-place lease intangible amortization						
Net loss (gain) on sale of real estate assets						
Impairment write-downs on real estate property						
Real estate depreciation, (gain) loss on sale of real estate and real estate impairments on unconsolidated JVs						
Allocation of noncontrolling interests						
FFO						
Adjustments:						
Net (gain) loss on sale of non-real estate assets						
Net (gain) loss on sale of non-real estate assets						
Net (gain) loss on sale of non-real estate assets						
Finance lease ROU asset amortization - real estate related						



Liquidity and Capital Resources

As of **June 30, 2024** **September 30, 2024**, we had **\$73** **\$409** million of cash and cash equivalents and **\$1.0** **\$1.7** billion available under our Revolving Credit Facility (net of outstanding standby letters of credit in the amount of **\$67** **\$66** million, which reduce availability). We currently expect that our principal sources of funding will include:

- current cash balances;
- cash flows from operations;
- our credit facilities; and
- other forms of debt financings and equity offerings.

Our liquidity requirements and capital commitments primarily consist of:

- operating activities and overall working capital;
- capital expenditures;
- development and acquisition activities;
- capital contributions;
- debt service obligations; and
- stockholder distributions.

On July 26, 2024, we closed our IPO of 56,882,051 shares of our common stock at a price of \$78.00 per share, with a subsequent exercise in full by the underwriters of their option to purchase from us an additional 8,532,307 shares of common stock that closed on July 31, 2024. The net proceeds to us from the IPO were approximately **\$4.875** million **\$4,873** million.

As of **June 30, 2024** **September 30, 2024**, we expect that our funding sources as noted above will be adequate to meet our short-term liquidity requirements and capital commitments for the next 12 months. On February 15, 2024, we closed on our \$2,400 million Delayed Draw Term Loan, the proceeds from which we used to repay our CMBS 4 loan on April 9, 2024, prior to maturity. Subsequently to **June 30, 2024** During the three months ended **September 30, 2024**, we used a portion of the net proceeds from our IPO to repay the Delayed Draw Term Loan, our CMBS 5 loan, and a portion of our outstanding borrowings under the Revolving Credit Facility, investing the remaining cash into money market funds. For more information regarding these debt facilities refer to Note 9, *Debt* and Note 20, *Subsequent events* in the condensed consolidated financial statements included in this Quarterly Report. We expect to utilize the same sources of capital we will rely on to meet our short-term liquidity requirements to also meet our long-term liquidity requirements, which include funding our operating activities, our debt service obligations and stockholder distributions, and our future development and acquisition activities.

Dividends and Distributions

We are required to distribute at least 90% of our taxable income (excluding capital gains) on an annual basis in order to continue to qualify as a REIT for federal income tax purposes. Accordingly, we intend to make, but are not contractually bound to make, regular quarterly distributions to stockholders from cash flows from our operating activities. All such distributions are at the discretion of our board of directors. We consider market factors and our performance in addition to REIT requirements in determining distribution levels. Amounts accumulated for distribution to stockholders are primarily invested in interest-bearing accounts, which are consistent with our intention to maintain REIT status.

As a result of this distribution requirement, we cannot rely on retained earnings to fund our ongoing operations to the same extent that other companies which are not REITs can. We may need to continue to raise capital in the debt and equity markets to fund our working capital needs, as well as potential developments in new or existing properties or acquisitions. In addition, we may be required to use borrowings under our Revolving Credit Facility, if necessary, to meet REIT distribution requirements and maintain our REIT status.

During the three months ended September 30, 2024, the board of directors of the Company declared a prorated quarterly cash dividend of \$0.38 per share of common stock. The dividend was payable to shareholders of record as of September 30, 2024 and was paid on October 21, 2024. The dividend is prorated for the period commencing on July 26, 2024, the date the Company's initial public offering was consummated, and ending on September 30, 2024, representing an annualized dividend rate of \$2.11 per share.

Outstanding Indebtedness

The following table summarizes our outstanding indebtedness as of **June 30, 2024** **September 30, 2024** (in millions):

	As of June September 30, 2024
Fixed rate	\$ 2,167 2,190
Variable rate—unhedged (includes ICE 5—6% interest rate cap not triggered)	4,696 324
Variable rate—hedged	2,500
Total debt	\$ 9,363 5,014
Percent of total debt:	
Fixed rate	23.1 43.7 %
Variable rate—unhedged	50.2 6.5 %
Variable rate—hedged	26.7 49.9 %

The variable rate debt shown above bears interest at interest rates based on various one-month rates of which SOFR, EURIBOR, BBSW, and CDOR are the most significant, depending on the respective agreement governing the debt, including our Revolving Credit Facility and Term Loan A. As of **June 30, 2024** **September 30, 2024**, our debt had a weighted average term to maturity of approximately **3.4** years, assuming exercise of extension options.

For further information regarding outstanding indebtedness, please see Note 9, *Debt* and Note 20, *Subsequent events* in the condensed consolidated financial statements included in this Quarterly Report.

Senior Unsecured Notes

The following table provides details of outstanding Senior Unsecured Notes (balances in millions):

Aggregate Principal Amount at Issuance	Aggregate Principal Amount at Issuance	Maturity Date	Stated Interest Rate ⁽¹⁾	June 30, 2024	December 31, 2023
Aggregate Principal Amount at Issuance					
Aggregate Principal Amount at Issuance					
Aggregate Principal Amount at Issuance					
Borrowing Currency					
Borrowing Currency					
Borrowing Currency					
Series A Senior Notes					
Series A Senior Notes					
Series A Senior Notes					

Series B Senior Notes
Series B Senior Notes
Series B Senior Notes
Series C Senior Notes
Series C Senior Notes
Series C Senior Notes
Series D Senior Notes
Series D Senior Notes
Series D Senior Notes
Series E Senior Notes
Series F Senior Notes
Series F Senior Notes
Series F Senior Notes
Series G Senior Notes
Series G Senior Notes
Series G Senior Notes
Series H Senior Notes
Series H Senior Notes
Series H Senior Notes
Series I Senior Notes
Series I Senior Notes
Series I Senior Notes
Total Senior Unsecured Notes
Total Senior Unsecured Notes
Total Senior Unsecured Notes

(1) Interest on our Senior Unsecured Notes is payable semi-annually in arrears.

The Senior Unsecured Notes are the joint and several obligations of Lineage Inc., Lineage OP, LP, Lineage Logistics Holdings, LLC, Lineage Logistics, LLC, certain U.S. subsidiaries that guarantee or otherwise becomes liable, as a borrower or a co-borrower or otherwise, under any of our material debt facilities and, in the case of Senior Unsecured Notes denominated in currencies other than the U.S. dollar, Lineage Treasury Europe B.V. and certain non-U.S. subsidiaries that guarantee or otherwise becomes liable, as a borrower or a co-borrower or otherwise, under any of our material debt facilities. The Senior Unsecured Notes rank pari passu with our other senior unsecured indebtedness, including the Revolving Credit Facility and Term Loan A, and are subordinated to any of the obligors' existing and future secured debt, including indebtedness incurred under the CMBS loans.^{debt}.

We may prepay the Senior Unsecured Notes in full or in part, at any time, subject to notice requirements and minimum principal amount requirements, at 100% of the principal amount so prepaid, and the make-whole amount determined for the prepayment date with respect to such principal amount, and accrued interest to the date of prepayment. In the event of certain changes in tax law, Lineage Logistics, LLC or Lineage Treasury Europe B.V. may prepay the Senior Unsecured Notes at 100% of the principal amount so prepaid, and a modified make-whole amount and accrued interest to the date of prepayment. Upon a change of control or becoming subject to sanctions, Lineage Logistics, LLC must offer to prepay the entire unpaid principal amount of the Senior Unsecured Notes and accrued interest to the date of prepayment.

The note purchase agreements governing the Senior Unsecured Notes contain covenants that, among other things, limit our ability to incur additional debt, create liens against our assets, make acquisitions, pay dividends or distributions on our stock, repurchase our stock, merge or consolidate with another entity, transfer or sell assets, enter into transactions with affiliates, change our line of business, enter into negative pledges, and conduct activities that would result in us being subject to sanctions or violating sanctions. The note purchase agreements also require us to maintain a total leverage ratio, unsecured leverage ratio, secured leverage ratio, and fixed charge coverage ratio each quarter at the same levels as those set forth in the Revolving Credit and Term Loan Agreement. As of **June 30, 2024** **September 30, 2024**, we were in compliance with our covenants under the note purchase agreements. The note purchase agreements governing the Senior Unsecured Notes also contain customary events of default, including defaults in the payment of principal, interest or fees, defaults in compliance with the covenants set forth in the note purchase agreements, cross-defaults to certain other indebtedness, and bankruptcy and other insolvency defaults.

Security Interests in Customers' Products

By operation of law and in accordance with our warehouse customer contracts (other than leases), we typically receive warehouseman's liens on products held in our warehouses to secure customer payments. Such liens typically permit us to take control of the products and sell them to third parties in order to recover any monies receivable on a delinquent account, but such products may be perishable or otherwise not available to us for re-sale.

Our credit loss expense relating to customer receivables was **\$2 million** **\$3 million** and **\$2 million** **\$4 million** for the **six** **nine** months ended **June 30, 2024** **September 30, 2024** and 2023, respectively. As of **June 30, 2024** **September 30, 2024** and December 31, 2023, we maintained allowances for uncollectible balances of **\$7 million** **\$8 million** and \$7 million, respectively, which we believed to be adequate.

Maintenance Capital Expenditures and Repair and Maintenance Expenses

Lineage prides itself on maintaining its facilities, fleet and railcars at a high standard. We regularly update long-range maintenance plans by asset to ensure that our assets maintain the high quality and operational efficiency that our customers expect from us.

Maintenance Capital Expenditures

Maintenance capital expenditures are capitalized funds used to maintain assets that will result in an extended useful life. This includes the cost to purchase and install, repair, or construct assets when it results in a useful life longer than one year and the installed cost per asset is over a *de minimis* threshold. Maintenance capital expenditures are related to both our global warehousing segment and global integrated solutions segment, including information technology, and are all, in management's judgment, recurring in nature. These expenditures include maintenance performed multiple times over the lifetime of the facility or asset, such as replacing or repairing roofs, refrigeration systems, racking, material handling equipment, and fleet. These expenditures also include information technology maintenance to existing servers, equipment, and software.

The following table sets forth our recurring maintenance capital expenditures for the three and **six** nine months ended **June 30, 2024** September 30, 2024 and 2023.

	Three Months Ended June 30,		Six Months Ended June 30,		Nine Months Ended September 30,		<i>(in millions)</i>	
	Three Months Ended September 30,							
	2024	2023	2024	2023	2024	2023		
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
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Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
Global integrated solutions								
Information technology and other								
Maintenance capital expenditures								

Repair and Maintenance Expenses

Repair and maintenance expenses are incurred when assets need repair or replacement and do not qualify as capital expenditures. If the work does not materially extend the useful life of the asset or the asset value is less than a *de minimis* threshold, it would be recorded as an operating expense under repair and maintenance expenses. Examples include ordinary repairs on roofs, racking, refrigeration, and material handling equipment. Project related expenses are excluded.

The following table sets forth our repair and maintenance expenses for the three and **six** nine months ended **June 30, 2024** September 30, 2024 and 2023.

	Three Months Ended June 30,		Six Months Ended June 30,		Nine Months Ended September 30,		<i>(in millions)</i>	
	Three Months Ended September 30,							
	2024	2023	2024	2023	2024	2023		
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								
Global warehousing								

Global warehousing
Global integrated solutions
Repair and maintenance expenses

Integration Capital Expenditures

Integration capital expenditures are capitalized funds related to integrating acquired assets and businesses. Integration capital expenditures are one-time expenditures. These are typically acquisition-related costs, including maintenance on acquired assets that are beyond their useful life at the time of acquisition, rebranding expenditures, and information technology expenditures to standardize system usage across our business, and also include certain non-acquisition related costs, including safety and compliance projects to comply with any applicable policies, laws, or codes, such as installation of site security or a new fire suppression system, as well as freon to ammonia conversions.

The following table sets forth our integration capital expenditures for the three and **six** nine months ended **June 30, 2024** **September 30, 2024** and 2023.

	Three Months Ended June 30,		Six Months Ended June 30,		Three Months Ended September 30,		Nine Months Ended September 30,			
	2024	2024	2023	2024	2023	2024	2023	2024	2023	2023
(in millions)										
Global warehousing										
Global warehousing										
Global warehousing										
Global warehousing										
Global warehousing										
Global warehousing										
Global warehousing										
Global warehousing										
Global warehousing										
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Global warehousing										
Global warehousing										
Global warehousing										
Global warehousing										
Global integrated solutions										
Information technology and other										
Integration capital expenditures										

External Growth Capital Investments

External growth capital investments include acquisitions, greenfield projects and expansion initiatives, information technology platform enhancements, and other capital projects which result in an economic return. We divide growth projects into the following categories:

- Acquisitions: The purchase of an external company or facility. Also includes the purchase of the real estate of facilities we currently lease.
- Greenfields and Expansions: Projects either to build a new facility, including the purchase of land, or to increase the size of an existing warehouse (as measured by cubic feet). The costs associated with construction and materials are included.
- Energy and Economic Return: Energy return projects are intended to increase energy efficiency by decreasing the amount of kWh or fossil fuels consumed or reducing the cost to procure energy. Common examples include installing new LED technology, installing solar panels at a warehouse, and electrification of transportation fleet. Economic return projects require an investment of capital for a future cash flow and/or segment NOI benefit that is not an acquisition, greenfield, expansion, or energy project. Examples include addition of blast cells, racking replacement, re-rack for additional pallet positions, replacing freezer doors, purchasing compressors, buying out leased equipment, and purchasing new rail cars.
- Information Technology Transformation and Growth: Capital investments focused on (a) warehouse operations efficiency – deploying technology that leverages advanced algorithms and artificial intelligence to increase labor productivity and higher utilization; (b) customer experience and service – building and implementing technology solutions to improve response times, automate common tasks, and offer seamless multi-channel support elevating both customer and employee experience; and (c) sales management, pricing and billing – creating and integrating IT systems to streamline sales processes, optimize pricing, and enhance billing accuracy and efficiency.

The following table sets forth our external growth capital investments for the three and **six** nine months ended **June 30, 2024** **September 30, 2024** and 2023.

Acquisitions, including equity issued and net of cash acquired and adjustments
Acquisitions, including equity issued and net of cash acquired and adjustments
Greenfield and expansion expenditures
Greenfield and expansion expenditures
Greenfield and expansion expenditures
Energy and economic return initiatives
Information technology transformation and growth initiatives
External growth capital investments

We completed one acquisition in each of the three months ended **June 30, 2024** **September 30, 2024** and 2023, respectively, and **two** **three** acquisitions in each of the **six** **nine** months ended **June 30, 2024** **September 30, 2024** and **2023**, respectively. Refer to Note 4, *Business combinations, and asset acquisitions, and divestitures* of the condensed consolidated financial statements included in this Quarterly Report for more information regarding **current period** business combinations and asset acquisitions.

The greenfield and expansion expenditures of **\$95 million** **\$66 million** and **\$131 million** **\$197 million** during the three months and **six** **nine** months ended **June 30, 2024** **September 30, 2024**, respectively, relate primarily to projects that remain under construction as of **June 30, 2024** **September 30, 2024**. The greenfield and expansion expenditures of **\$70 million** **\$56 million** and **\$164 million** **\$220 million** during the three months and **six** **nine** months ended **June 30, 2023** **September 30, 2023**, respectively, related primarily to projects that were completed in 2023 or are expected to be completed in 2024.

Energy and economic return initiatives include **\$25 million** **\$24 million** and **\$28 million** **\$23 million** of corporate initiatives and smaller customer driven growth projects incurred during the three months ended **June 30, 2024** **September 30, 2024** and 2023, respectively. Energy and economic return initiatives include **\$47 million** **\$71 million** and **\$68 million** **\$91 million** of corporate initiatives and smaller customer-driven growth projects incurred during the **six** **nine** months ended **June 30, 2024** **September 30, 2024** and 2023, respectively.

In implementing and developing new IT systems globally, we invested **\$15 million** **\$23 million** and **\$18 million** **\$21 million** during the three months ended **June 30, 2024** **September 30, 2024** and 2023, respectively, and **\$27 million** **\$50 million** and **\$35 million** **\$56 million** during the **six** **nine** months ended **June 30, 2024** **September 30, 2024** and 2023, respectively.

Historical Cash Flows

The following summary discussion of our cash flows is based on the condensed consolidated statements of cash flows and is not meant to be an all-inclusive discussion of the changes in our cash flows for the periods presented below.

	Six Months Ended June 30,		Nine Months Ended September 30,	
	2024	2024	2023	2023
(in millions)				
Net cash provided by operating activities				
Net cash used in investing activities				
Net cash provided by financing activities				
Net cash provided by (used in) financing activities				

Operating Activities

For the **six** **nine** months ended **June 30, 2024** **September 30, 2024**, our net cash provided by operating activities was **\$260 million** **\$446 million**, compared to **\$336 million** **\$565 million** for the **six** **nine** months ended **June 30, 2023** **September 30, 2023**. The decrease was primarily due to a reduction in net income (loss) adjusted for non-cash items and unfavorable changes in working capital, most significantly in accounts payable, and accrued liabilities, and deferred revenue, and accounts receivable.

Investing Activities

For the **six** **nine** months ended **June 30, 2024** **September 30, 2024**, cash used for investing activities was **\$398 million** **\$536 million**. This was driven by **\$333 million** **\$486 million** in additions to purchases of property, plant, and equipment, primarily for growth capital expenditures. In addition, we invested **\$73 million** **\$113 million** in the acquisitions of Entrepôt du Nord Inc, Luik Natalie, and Eurofrigor. This was partially offset by **\$50 million** of insurance proceeds related to a fire which occurred at the Company's warehouse in Kennewick, Washington (see Note 17, *Commitments and contingencies* in our condensed consolidated financial statements included in this Quarterly Report for details).

For the **six** **nine** months ended **June 30, 2023** **September 30, 2023**, cash used for investing activities was **\$454 million** **\$645 million**. This was driven by **\$428 million** **\$605 million** in additions to purchases of property, plant, and equipment, primarily for growth capital expenditures, partially offset by **\$13 million** in proceeds from the sale of assets. In addition, we invested **\$21 million** **\$29 million** in our investment in Emergent Cold LatAm Holdings, LLC and **\$13 million** **\$24 million** in an acquisition in Christchurch, New Zealand, acquisitions, net of cash acquired.

Refer to Note 4, *Business combinations, and asset acquisitions, and divestitures* in the condensed consolidated financial statements included in this Quarterly Report for more information regarding **current period** business combinations and asset acquisitions.

Financing Activities

Our net cash provided by financing activities was **\$144 million** **\$428 million** for the **six** **nine** months ended **June 30, 2024** **September 30, 2024**. Cash provided by financing activities during 2024 was primarily driven by **\$1,231 million** **\$4,879 million** of proceeds from the issuance of common stock in our IPO (net of equity raise costs) and **\$540 million** of net borrowings on revolving credit lines, partially offset by net outflows of **\$860 million** **\$4,606 million** for net repayments of long-term debt and finance leases, **\$123 million** **\$138 million** for distributions, **\$44 million** **\$75 million** for redemption of OPEUs, **\$46 million** for payment of deferred consideration liabilities, **\$45 million** for financing fees, **\$46 million** for the repurchase of common shares for employee income taxes on stock-based compensation, and **\$25 million** for redemption of common stock.

For further detail on transactions associated with our IPO, refer to Note 2, *Capital structure* and *\$16 million for payment of deferred consideration liabilities, noncontrolling interests in the condensed consolidated financial statements included in this Quarterly Report.*

Our net cash ~~provided by~~ used in financing activities was ~~\$54~~ \$10 million for the ~~six~~ nine months ended ~~June 30, 2023~~ September 30, 2023. Cash ~~provided by~~ used in financing activities during 2023 was consisted primarily driven by \$145 million of capital contributions and \$37 million of net borrowings on revolving credit lines. This was partially offset by outflows of \$48 ~~\$72~~ million for repayments of long-term debt and finance leases, \$33 million for payment of deferred and contingent consideration liabilities, ~~\$23~~ and \$35 million for distributions, ~~\$10~~ distributions. The outflows were partially offset by \$142 million for redemption of units issued as stock compensation, ~~\$8~~ million for capital contributions (net of equity raise costs, costs) and ~~\$3~~ \$12 million for redemption of common stock, net borrowings on revolving credit lines.

Off-Balance Sheet Arrangements

As of ~~June 30, 2024~~ September 30, 2024 and December 31, 2023, we had no material off-balance sheet arrangements that have or are reasonably likely to have a current or future material effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures, or capital resources.

Critical Accounting Policies and Estimates

The condensed consolidated financial statements have been prepared in accordance with U.S. GAAP, which requires management to make estimates, assumptions, and judgments in certain circumstances that affect the reported amounts of assets, liabilities, and contingencies as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. We base our estimates on historical experience and on various other assumptions that we believe to be most appropriate and reasonable. Actual results may differ from these estimates under different assumptions or conditions.

There have been no material changes to our critical accounting policies and estimates as described in our Prospectus.

New Accounting Pronouncements

Refer to Note 1 to our condensed consolidated financial statements included elsewhere in this Form 10-Q for more information regarding applicable new accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

Our future income and cash flows relevant to financial instruments are dependent upon prevalent market interest rates. Market risk refers to the risk of loss from adverse changes in market prices and interest rates.

As of ~~June 30, 2024~~ September 30, 2024, we had ~~\$5,811 million~~ \$2,735 million of variable-rate debt under our revolver and term loan agreements bearing interest at ~~5.25%~~ ~~4.91%~~, plus a margin of ~~up to 1.60%~~ ~~92.5 basis points~~. We have entered into interest rate hedges to effectively lock in the floating rates on \$2,500 million of our variable-rate debt at a weighted average rate of 1.40% plus a margin of ~~160~~ ~~92.5 basis points~~. These hedges include swapping \$1,000 million of borrowings under the Term Loan to a weighted average fixed interest rate of 0.49% plus a margin of ~~160~~ ~~92.5 basis points~~ through 2025 and 2% caps (plus margin) totaling \$1,500 million on other variable-rate debt that expire in January 2026. As a result, our exposure to changes in interest rates as of ~~June 30, 2024~~ September 30, 2024 primarily consists of our ~~\$1,298 million~~ \$324 million of borrowings under CMBS 5, which has a 6% interest ~~unhedged variable rate cap~~ that, as of June 30, 2024, was untriggered, and \$2,400 million of borrowings on the Delayed Draw Term Loan. ~~debt~~. As of ~~June 30, 2024~~ September 30, 2024, one-month term and daily SOFR were approximately ~~5.3%~~ ~~5.0%~~, therefore a 100 basis point increase in market interest rates would result in an increase in interest expense to service our variable-rate debt of approximately ~~\$40 million~~ \$3 million. A 100 basis point decrease in market interest rates would result in a decrease in interest of approximately ~~\$49 million~~ \$3 million. Subsequently to June 30, 2024, CMBS 5 and Delayed Draw Term Loan were each repaid in full using net proceeds from our IPO.

Foreign Currency Risk

We are exposed to foreign currency exchange variability related to investments in and earnings from our foreign subsidiaries, as the revenues and expenses of these subsidiaries are typically generated in the currencies of the countries in which they operate. Foreign currency market risk is the possibility that our results of operations or financial position could be better or worse than planned because of changes in foreign currency exchange rates. When the local currencies in these countries decline relative to our reporting currency, the U.S. dollar, our consolidated revenues, ~~segment~~ NOI margins, and net investment in properties and operations outside the United States decrease. The impact of currency fluctuations on our earnings is partially mitigated by the fact that most operating and other expenses are also incurred and paid in the local currency. The impact of devaluation or depreciating currency on an entity depends on the residual effect on the local economy and the ability of an entity to raise prices and/or reduce expenses. Due to our constantly changing currency exposure and the potential substantial volatility of currency exchange rates, we cannot predict the effect of exchange rate fluctuations on our business. As a result, changes in the relation of the currency of our international operations to U.S. dollars may also affect the book value of our assets and the amount of total equity. A hypothetical 10% ~~depreciation~~ decline in the U.S. dollar relative to the year-end period-end functional currencies of our foreign subsidiaries ~~relative to the U.S. dollar~~ would have resulted in a reduction in our total equity of approximately ~~\$330 million~~ \$390 million as of ~~June 30, 2024~~ September 30, 2024.

Gains or losses from translating the financial statements of our foreign subsidiaries are reflected in the accumulated other comprehensive income (loss) component of equity within our condensed consolidated financial statements included in this Quarterly Report.

We enter into foreign currency derivative instruments to manage our exposure to fluctuations in exchange rates between the functional currencies of our subsidiaries and the currencies of the underlying cash flows. All derivatives are recognized on the consolidated balance sheet at fair value.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange

Act"), as of the end of the period covered by this report. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosures controls and procedures were not effective as of **June 30, 2024** **September 30, 2024** due to the existence of the material weakness in our internal control over financial reporting identified in connection with the audit of our consolidated financial statements for the year ended December 31, 2023, as described below, which continues to exist as of **June 30, 2024** **September 30, 2024**. Notwithstanding the material weakness described below, management believes the condensed consolidated financial statements for the periods covered by and included in this Quarterly Report on Form 10-Q fairly present, in all material respects, the Company's financial condition,

results of operations, and cash flows for the periods presented in accordance with generally accepted accounting principles in the United States.

As previously reported in our Prospectus, in connection with its audit of our consolidated financial statements for the year ended December 31, 2023, our independent registered public accounting firm identified a material weakness in internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim consolidated financial statements will not be prevented or detected on a timely basis. The identified material weakness arises from our failure to timely complete our risk assessment and design, implement and/or effectively operate controls for a sufficient period of time.

We have implemented measures and are actively engaged in remediation efforts to address this material weakness, including the hiring of additional internal resources and the engagement of third-party specialists. Designing and implementing an effective system of internal control over financial reporting is a continuous effort that requires significant resources, including the expenditure of a significant amount of time by senior members of our management team. We will be required to document and test our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act, so that our management can certify as to the effectiveness of our internal control over financial reporting beginning with our annual report on Form 10-K for the year ending December 31, 2025. The material weakness will not be considered remediated until the relevant controls are designed, implemented, and operate for a sufficient period of time, and management has tested and concluded that these controls are operating effectively.

Changes in Internal Control over Financial Reporting

Other than remediation efforts described above, there have been no changes in our internal control over financial reporting identified during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act).

Part II - Other Information

Item 1. Legal Proceedings

The Company, from time to time and in the normal course of business, is party to various claims, lawsuits, arbitrations, and regulatory actions. In the opinion of management, we are not currently party to any legal proceedings that would have a material impact on our business, financial condition, or results of operations, nor is a property of the Company subject to any material pending legal proceedings.

Item 1A. Risk Factors

There have been no material changes from the risk factors previously disclosed in "Risk Factors" included in the Prospectus.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

The following table summarizes share repurchase activity for the three months ended **September 30, 2024**:

Period	Total Number of Shares Repurchased	Average Price Paid per Share	Total Number of Shares Repurchased as Part of Publicly Announced Programs	Approximate Dollar Value of Shares that May Yet be Purchased (in millions)
July 1 - July 31, 2024	— \$	—	— \$	—
August 1 - August 31, 2024	148 ⁽¹⁾ \$	85.54	— \$	—
September 1 - September 30, 2024	— \$	—	— \$	—
Total	148			

⁽¹⁾ As disclosed in the Company's Prospectus filed July 24, 2024, BGLH intends to wind down its holding of the Company's shares over a period of up to three years following the date of the Company's IPO. To do this, BGLH generally expects to distribute the Company's shares in kind to its investors in settlement of their equity interests in BGLH. In August 2024, the Company repurchased fractional shares that certain investors in BGLH would have otherwise received in a distribution from BGLH, in an aggregate amount of 148 shares of common stock.

Unregistered Sales of Equity Securities

The following table sets forth all unregistered sales of securities made by us during the three months ended **June 30, 2024** **September 30, 2024**:

Date	Securities Issued	Purchaser	Consideration	Exemption from Registration	
April 24, 2024	32,202 shares of common stock underlying restricted stock units	Employees of the Company	Provision of services	Rule 701 promulgated under Section 3(b) of the Securities Act	
June 15, 2024	11,650.34 80,950 shares of common stock	BGLH	Certain employees of the Company	Provision of services	Section 4(a)(2)
June 30, 2024	2,590.67 shares of common stock underlying restricted stock units	BGLH	Certain vested Management Profits Interests Class C units	Provision of services	Section 4(a)(2)

On July 26, 2024, we closed our IPO of 56,882,051 shares of our common stock at a price of \$78.00 per share, with a subsequent exercise in full by the underwriters of their option to purchase from us an additional 8,532,307 shares of common stock that closed on July 31, 2024. We raised net proceeds of \$4,875 million, after deducting the underwriting discounts and commissions of approximately \$191 million and estimated offering expenses. No payments for such expenses were made directly or indirectly to (i) any of our officers or directors or their associates, (ii) any persons owning 10% or more of any class of our equity securities or (iii) any of our affiliates. All shares sold were registered pursuant to a registration statement on Form S-11 (File No. 333-280470), as amended, (the "Registration Statement"), which was declared effective by the SEC on July 24, 2024. Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC, BofA Securities, Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC acted as representatives of the underwriters for the IPO. The offering terminated after the sale of all securities registered pursuant to the Registration Statement.

We contributed the net proceeds to our operating partnership in exchange for OP units. The Company used a portion of the net proceeds to repay in full the Delayed Draw Term Loan and CMBS 5 and a portion of borrowings under the Revolving Credit Facility. SEC. There has been no material change in the use of proceeds from our IPO as described in the Prospectus.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None of our directors or executive officers adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement during the period ended June 30, 2024 September 30, 2024, as such terms are defined under Item 408(a) of Regulation S-K. Additionally, we did not adopt or terminate a Rule 10b5-1 trading arrangement during the period ended June 30, 2024 September 30, 2024.

The information set forth below is included herein for the purpose of providing the disclosure required under "Item 1.02 - Termination of Material Definitive Agreement" of Form 8-K.

On November 4, 2024, the Aircraft Time Sharing Agreement, dated July 24, 2024, between the Company and Bay Grove Capital (the "ATS Agreement") was terminated by Bay Grove in connection with the sale of the aircraft by Bay Grove. A summary of the material features of the ATS Agreement can be found in the Company's Current Report on Form 8-K filed July 26, 2024 and such summary is incorporated by reference into this Item 1.02 in its entirety.

The information set forth below is included herein for the purpose of providing the disclosure required under "Item 5.02 - Compensatory Arrangements of Certain Officers" of Form 8-K.

On November 4, 2024, the compensation committee of the Board approved a cash payment by the Company to Greg Lehmkuhl, our President and Chief Executive Officer, in the amount of \$223,293, representing the unused portion of a personal expense reimbursement benefit provided by the Company to Mr. Lehmkuhl for calendar years 2022 and 2023.

Item 6. Exhibits

<u>Exhibit No.</u>	<u>Description</u>
3.1	Articles of Amendment and Restatement of Lineage, Inc. (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-8 (File No. 333-280997), filed on July 25, 2024)
3.2	Amended and Restated Bylaws of Lineage, Inc. (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-8 (File No. 333-280997), filed on July 25, 2024)
10.1	Agreement of Limited Partnership of Lineage OP, LP (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed on July 26, 2024)
10.2	Unit Designation – Legacy Units of Lineage OP, LP (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed on July 26, 2024)
10.3	Ninth Amended and Restated Operating Agreement of Lineage Logistics Holdings, LLC (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, filed on July 26, 2024)
10.4†	Form of Restrictive Covenants Agreement between Lineage, Inc. and each of Adam Forste and Kevin Marchetti (incorporated by reference to Exhibit 10.8 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on June 26, 2024)
10.5†	Form of LMEP I Restricted Unit Grant Agreement (incorporated by reference to Exhibit 10.9 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on June 26, 2024)
10.6†	Form of LMEP II Restricted Unit Grant Agreement (incorporated by reference to Exhibit 10.10 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on June 26, 2024)
10.7†	Amended and Restated 2024 Incentive Award Plan (incorporated by reference to Exhibit 10.11 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on June 26, 2024)
10.8† 10.6†	Form of Performance LTIP Unit Agreement (Amended and Restated 2024 Incentive Award Plan) (incorporated by reference to Exhibit 10.12 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on July 16, 2024)
10.9† 10.7†	Form of Time-Based LTIP Unit Agreement (Amended and Restated 2024 Incentive Award Plan) (incorporated by reference to Exhibit 10.13 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on June 26, 2024)
10.10† 10.8†	Form of Performance RSU Agreement (Amended and Restated 2024 Incentive Award Plan) (incorporated by reference to Exhibit 10.14 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on July 16, 2024)
10.11† 10.9†	Form of Time-Based RSU Agreement (Amended and Restated 2024 Incentive Award Plan) (incorporated by reference to Exhibit 10.15 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on June 26, 2024)
10.12† 10.10†	Form of Stock Payment Agreement (Amended and Restated 2024 Incentive Award Plan) (incorporated by reference to Exhibit 10.16 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on June 26, 2024)
10.13† 10.11†	Director Form of Time-Based RSU Agreement (Amended and Restated 2024 Incentive Award Plan) (incorporated by reference to Exhibit 10.17 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on June 26, 2024)
10.14† 10.12†	Form of Executive Severance Plan (incorporated by reference to Exhibit 10.18 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on June 26, 2024)
10.15† 10.13†	Form of Non-Employee Director Compensation Program (incorporated by reference to Exhibit 10.19 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on June 26, 2024)
10.16† 10.14†	Amended and Restated Employment Agreement by and between Lineage, Inc., Lineage Logistics Services, LLC, Lineage Logistics Holdings, LLC and Greg Lehmkuhl (incorporated by reference to Exhibit 10.16 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, filed on August 21, 2024)
10.17† 10.15†	Amended and Restated Employment Agreement by and between Lineage, Inc., Lineage Logistics Services, LLC, Lineage Logistics Holdings, LLC and Rob Crisci (incorporated by reference to Exhibit 10.17 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, filed on August 21, 2024)

10.18	10.16	Transition Services Agreement, dated July 24, 2024, between Lineage Logistics Holdings, LLC and Bay Grove Management Company, LLC (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K, filed on July 26, 2024)
10.19	10.17	Stockholders Agreement, dated July 24, 2024, among Lineage, Inc. and the investors party thereto (incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K, filed on July 26, 2024)
10.20	10.18	Registration Rights Agreement, dated July 24, 2024, between Lineage, Inc. and BG Lineage Holdings, LLC (incorporated by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K, filed on July 26, 2024)
10.21	10.19	Registration Rights Agreement, dated July 24, 2024, among Lineage, Inc., Adam Forste, Kevin Marchetti and the other holders party thereto (incorporated by reference to Exhibit 10.7 to the Company's Current Report on Form 8-K, filed on July 26, 2024)
10.22	10.20	Aircraft Time Sharing Agreement, dated July 24, 2024, between Bay Grove Capital, LLC and Lineage, Inc. (incorporated by reference to Exhibit 10.8 to the Company's Current Report on Form 8-K, filed on July 26, 2024)
10.23	10.21	Put Option Agreement, dated July 24, 2024, among Lineage, Inc., Lineage OP, LP, Lineage Logistics Holdings, LLC and BG Lineage Holdings, LLC (incorporated by reference to Exhibit 10.9 to the Company's Current Report on Form 8-K, filed on July 26, 2024)
10.24	10.22	Expense Reimbursement and Indemnification Agreement, dated July 24, 2024 (incorporated by reference to Exhibit 10.10 to the Company's Current Report on Form 8-K, filed on July 26, 2024)
10.25	10.23	First Amendment to Amended and Restated Revolving Credit and Term Loan Agreement, dated as of June 25, 2024, among Lineage Logistics, LLC, Lineage Logistics Holdings, LLC, Lineage OP, LLC, Lineage, Inc., JPMorgan Chase Bank, N.A., as administrative agent, and the other agents and lenders named therein (incorporated by reference to Exhibit 10.40 to the Company's Registration Statement on Form S-11 (File No. 333-280470), filed on July 16, 2024)
10.24		Second Amendment, Joinder Agreement and Release dated as of September 19, 2024 to Note Purchase Agreement dated as of August 20, 2021 among the Company, Lineage Logistics, LLC, Lineage Treasury Europe B.V., Lineage Logistics Holdings, LLC, each other Obligor Affiliate signatory thereto and the Purchasers signatory thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed on September 23, 2024)
10.25		First Amendment, Joinder Agreement and Release dated as of September 19, 2024 to Note Purchase Agreement dated as of August 15, 2022 among the Company, Lineage Logistics, LLC, Lineage Treasury Europe B.V., Lineage Logistics Holdings, LLC, each other Obligor Affiliate signatory thereto and the Purchasers signatory thereto (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed on September 23, 2024)
31.1**		Certification of Principal Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2**		Certification of Principal Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**		Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2**		Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101		The following financial information from the Company's Quarterly Report on Form 10 Q for the period ended June 30, 2024 September 30, 2024 is formatted in iXBRL ("eXtensible Business Reporting Language"): (i) condensed consolidated balance sheets, (ii) condensed consolidated statements of operations and comprehensive income (loss), (iii) condensed consolidated statements of redeemable noncontrolling interests and equity, (iv) condensed consolidated statements of cash flows and (v) the notes to condensed consolidated financial statements.
104		Cover Page Interactive Data File (embedded within the iXBRL document).

† Indicates management contract or compensatory plan.

** Furnished herewith. The certifications attached as Exhibits 32.1 and 32.2 to this Quarterly Report are deemed furnished and not filed with the SEC and are not to be incorporated by reference into any filing of the Company under the Securities Act or the Exchange Act, whether made before or after the date of this Quarterly Report, irrespective of any general incorporation language contained in such filing.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Lineage, Inc.

(Registrant)

August 21, November 6, 2024

Date

/s/ Abigail Fleming

(Signature)

Abigail Fleming

Chief Accounting Officer

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AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "**Agreement**"), dated as of July 26, 2024 and effective as of the Effective Date (as defined below), is entered into by and between Lineage, Inc. (the "**REIT**"), Lineage Logistics Services, LLC (the "**Employer**", and together with the REIT, the "**Company**"), Lineage Logistics Holdings, LLC ("**LLH**") and W. Gregory Lehmkuhl ("**Executive**"). This Agreement amends and restates in its entirety that certain Employment Agreement, dated and effective as of January 1, 2020, by and between LLH and Executive (the "**Prior Employment Agreement**").

WHEREAS, Executive currently serves as President and Chief Executive Officer of LLH and the Employer pursuant to the Prior Employment Agreement; and

WHEREAS, effective as of the Effective Date, the Company and Executive mutually desire to continue Executive's employment as President and Chief Executive Officer of the Company on the terms and conditions set forth in this Agreement and to amend and restate in its entirety the Prior Employment Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Effectiveness.** This Agreement shall become effective upon and as of the date of the closing of the IPO (as defined below) (the "**Effective Date**"). In the event that the closing of the IPO does not occur on or prior to December 31, 2024, this Agreement shall automatically, and without further action by any party, thereupon terminate without any obligation by any party, the provisions of this Agreement shall be null and void and of no force or effect, and the Prior Employment Agreement shall remain in effect.

2. **Term.** Subject to the provisions for earlier termination hereinafter provided, Executive's employment with the Company under this Agreement shall be for a term (the "**Term**") commencing on the Effective Date and ending on the day prior to the fifth (5th) anniversary of the Effective Date (the "**Initial Termination Date**"). If not previously terminated, the Term of this Agreement shall be automatically extended for one (1) additional year on each of (a) the Initial Termination Date and (ii) on each anniversary thereof; *provided, however*, that either party hereto may elect not to extend the Term by giving written notice to the other party at least ninety (90) days prior to end of the then-current Term. Notwithstanding the foregoing, Executive's employment hereunder may be earlier terminated in accordance with Section 6; *provided, however*, that the provisions of Section 8 and Section 10 below shall survive the expiration or termination of the Term in accordance with their terms. The period of time between the Effective Date and the termination of Executive's employment hereunder shall be referred to herein as the "**Term**".

3. **Position and Duties.** During the Term, Executive shall serve as President and Chief Executive Officer of the REIT and the Employer, and shall serve in such other or

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additional positions as the Company may determine from time to time. Executive shall report to the Board of Directors of the REIT (the “**Board**”), and shall perform such duties as are usual and customary for Executive’s position including, without limitation, maintaining ultimate executive responsibility for all operations of the Company. In addition, in the event that the REIT becomes a publicly-listed company, then, in connection with the REIT’s initial public offering (an “**IPO**”) and thereafter during the Term, provided that Executive is then-serving as the Chief Executive Officer of the REIT, at any meeting of stockholders of the REIT during which any such election is held and Executive’s term as director will expire if he is not reelected, the REIT shall cause Executive to be nominated to serve as a member of the Board, *provided, however, that the REIT shall not be obligated to cause such nomination if any of the events constituting Cause (as defined below) have occurred or if such nomination would result in a breach of any fiduciary duty by the Board or any member thereof at such time.* Executive shall devote Executive’s best efforts and full business time and attention to the business and affairs of the Company, its subsidiaries and its affiliates, as directed by the Board, on a basis consistent with the level of services that are usual and customary for Executive’s position, and Executive shall not engage in any other employment, occupation, consulting or other business activity during the Term. Executive may engage in charitable, civic and industry-related activities provided that such activities are not competitive with the Company and its subsidiaries and do not interfere with Executive’s duties hereunder. Executive agrees to observe and comply with the written rules and written policies of the Company, as in effect from time to time, including, and without limitation, any written rules and written policies relating to Executive’s obligations to the Company and its members (or stockholders) upon a termination of employment.

4. Principal Location. During the Term, Executive shall perform the services required by this Agreement principally at the Company’s Novi, Michigan office except for reasonable travel obligations to other locations as may be necessary or appropriate to fulfill Executive’s duties and responsibilities hereunder.

5. Compensation and Benefits; Expenses; Perquisites.

(a) Base Salary. During the Term, Executive shall receive a base salary (the “**Base Salary**”) of \$1,200,000 per year. The Base Salary shall be reviewed annually by the Compensation Committee of the Board (the “**Compensation Committee**”) and may be increased (but not reduced) from time to time by the Compensation Committee in its sole discretion. Any such increase (if any) shall thereafter be Executive’s “Base Salary” for all purposes of this Agreement. The Base Salary shall be paid in accordance with the Company’s customary payroll practices, as in effect from time to time, but no less often than monthly.

(b) Annual Cash Bonus. For each fiscal year of the Company ending during the Term, commencing with fiscal year 2024, Executive shall be eligible to earn a cash performance bonus (the “**Annual Cash Bonus**”) based on the attainment of Company, individual and/or other performance objectives as determined by the Compensation Committee in its sole discretion after consultation with Executive. Executive’s target Annual Cash Bonus shall equal one hundred and seventy-five percent (175%) of Executive’s Base Salary (the “**Target Cash Bonus**”), and Executive’s maximum Annual Cash Bonus shall equal three hundred and fifty

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percent (350%) of Executive’s Base Salary (the “**Maximum Cash Bonus**”); *provided that the Target Cash Bonus and/or Maximum Cash Bonus shall be reviewed annually by the Compensation Committee and may be increased (but not reduced) from time to time by the Compensation Committee in its sole discretion and any such increase (if any) shall thereafter be Executive’s “Target Cash Bonus” or “Maximum Cash Bonus”, as applicable, for all purposes of this Agreement. The actual amount of any Annual Cash Bonus payable to Executive (if any) shall be determined by reference to the attainment of the applicable performance objectives, as determined by the Compensation Committee in its sole discretion, and may be less than, or greater than (up to the aforementioned Maximum Cash Bonus), the Target Cash Bonus (and may equal zero). Any Annual Cash Bonus shall be paid to Executive on the date on which annual bonuses are paid generally by the Company to its senior executives with respect to the year in which the Annual Cash Bonus was earned, subject to and conditioned upon Executive’s continued employment with the Company through the applicable payment date (except as otherwise provided in Section 7 below).*

(c) Equity-Based Awards. During the Term, Executive shall be eligible to receive annual equity-based awards under the Company’s long-term incentive plan based on the Company’s established market-based compensation review and reward process, subject to vesting and other conditions determined by the Compensation Committee, in its sole discretion. Notwithstanding the foregoing, Executive acknowledges that it is

currently contemplated that the annual equity-based awards granted to Executive in 2024 at or following the IPO shall represent three (3) years of annual equity-based awards to Executive. The form, amount and terms of any such equity awards, if any, shall be determined by the Compensation Committee in its sole discretion in accordance with the terms and conditions of plans as in effect from time to time.

(d) **Benefits.** During the Term, Executive will be eligible to participate in the health, welfare and retirement benefit plans, policies and programs (including, as applicable, medical, dental, disability, life and accidental death insurance plans and programs) maintained by the Company for the benefit of its senior executive officers as may be in effect from time to time. Nothing contained in this Section 5(d) shall create or be deemed to create any obligation on the part of the Company to adopt or maintain any health, welfare, retirement, fringe or other benefit plan(s) or program(s) at any time.

(e) **Vacation.** During the Term, Executive shall be entitled to accrue and use seven (7) weeks of paid vacation per calendar year (prorated for any partial year of service) (the "**Accrual Limit**"), provided, however, that Executive shall not accrue any vacation time in excess of the Accrual Limit and shall cease accruing vacation time if Executive's accrued vacation reaches the Accrual Limit until such time as Executive's accrued vacation drops below the Accrual Limit.

(f) **Expenses.** During the Term, Executive shall be entitled to receive prompt reimbursement for all reasonable and necessary business expenses incurred by Executive in the performance of Executive's services hereunder in accordance with the policies, practices and

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procedures generally applicable to senior executives of the Company, as in effect from time to time.

6. Termination of Employment.

(a) **Death or Disability.** Executive's employment shall terminate automatically upon Executive's death during the Term. Either the Company or Executive may terminate Executive's employment in the event of Executive's Disability during the Term, and Executive may terminate Executive's employment in the event of a Family Disability during the Term. For purposes of this Agreement:

(i) "**Disability**" shall mean that Executive is first entitled to receive cash benefits under the Company's long-term disability benefit plan in which Executive is a participant.

(ii) "**Family Disability**" shall mean a life-threatening illness or condition of Executive's immediate family member as certified by a board certified physician; provided, that, (i) Executive has provided the Company with at least sixty (60) day's advance written notice (which the Board may shorten in its good faith discretion) of Executive's intent to terminate his employment due to Family Disability and (ii) the Board determines that Executive and the Company have adequately planned the transition of Executive's duties and responsibilities, with all parties acting in good faith.

(b) **Cause.** Executive's employment may be terminated at any time by the Company for Cause or, upon forty-five (45) days' advance written notice, without Cause, in each case, in accordance with the terms of this Agreement. For purposes of this Agreement, "**Cause**" shall mean the occurrence of one or more of the following:

(i) the commission by Executive of any act of fraud, material dishonesty or embezzlement against the Company or any of its affiliates or otherwise in connection with the performance of Executive's services under this Agreement;

(ii) Executive's indictment or conviction of, or pleading guilty or no contest to, (A) a felony or (B) any crime involving moral turpitude that is or would reasonably be expected to be become materially injurious to the reputation or financial interests of the Company or its affiliates;

(iii) Executive's willful performance of acts of misconduct which are or would reasonably be expected to become materially injurious to the reputation or financial interests of the Company or its affiliates, including without limitation, unlawful discrimination against or sexual or racial harassment of employees or other service providers of the Company, its affiliates or any of their respective customers or clients, or of any other persons engaged in business with the Company or any of its affiliates;

(iv) Executive's material breach of this Agreement, any other written material agreement between Executive and the Company or its affiliates, or any applicable

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Company written policy, including, without limitation, written policies addressing confidentiality, non-solicitation or non-competition;

(v) Executive's willful failure to substantially perform or gross neglect of Executive's duties hereunder (including, but not limited to, Executive's failure to follow lawful instructions of the Board that is also within the scope Executive's duties and responsibilities after having received prior written notice of such failure); or

(vi) Executive's use of illicit drugs or use of alcohol in the workplace or otherwise repeatedly in a manner that has a material detrimental effect on Executive's performance, Executive's duties to the Company, or the reputation of the Company or its affiliates.

Notwithstanding the foregoing, Executive's acts or failures to act will not be considered "willful" unless Executive acts, or fails to act, in bad faith or without a good faith belief that the action or failure to act was in the best interests of Company. Executive's actions, or failures to act, based upon express authority given pursuant to direction or a resolution duly adopted by the Board, or upon the advice of counsel for the Company or the Board, will be conclusively presumed to be in good faith and in the best interests of the Company. Any determination of Cause by the Company will be made by a resolution approved by a majority of the members of the Board (excluding Executive), provided that no such determination of Cause as a result of any event in clause (iv) or (v) above may be made until Executive has been given written notice detailing the specific Cause event and a period of thirty (30) days following receipt of such notice to cure such event (if susceptible to cure) to the satisfaction of the Board, or, if such event is not so cured, an opportunity on at least five (5) days' advance written notice to appear (with legal counsel) before the full Board to discuss the specific circumstances alleged to constitute a Cause event.

(c) Good Reason. Executive may terminate Executive's employment at any time for Good Reason or without Good Reason, in each case, in accordance with the terms of this Agreement. For purposes of this Agreement, "**Good Reason**" shall mean the occurrence, without Executive's prior written consent, of any one or more of the following events:

(i) A material reduction in Executive's Base Salary or Target Bonus opportunity;

(ii) During the eighteen (18) month period following a Change in Control, a material reduction in Executive's most recent aggregate target annual equity award value prior to the Change in Control;

(iii) A relocation of Executive's primary work location by more than twenty-five (25) miles from its then current location;

(iv) Material diminution in Executive's duties, reporting relationship, authorities, title or responsibilities (other than temporarily while physically or mentally incapacitated or as required by applicable law), including failing to be the Chief Executive Officer of the parent company of the surviving entity following a Change in Control; or

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(v) A material breach of this Agreement by the Company or its affiliates, or a material breach by the Company or its affiliates of any other written material agreement between Executive and the Company or its affiliates.

Notwithstanding the foregoing, Executive's termination shall not constitute a termination for "Good Reason" as a result of any event in (i), (ii), (iii), (iv) or (v) above unless (A) Executive first provides the Company with written notice thereof within sixty (60) days after the later of the first occurrence of such event or when Executive is first aware of the occurrence of such event, (B) to the extent curable, the Company fails to cure the circumstance or event so identified within thirty (30) days after receipt of such notice, and (C) the effective date of Executive's termination for Good Reason occurs no later than thirty (30) days after the expiration of the Company's cure period.

(d) **Expiration; Nonrenewal.** Notwithstanding anything contained herein, in no event shall the expiration of the Term (as may subsequently be extended or renewed) or the Company's election not to renew or extend the Term or Executive's employment with the Company constitute a termination of Executive's employment by the Company without Cause.

(e) **Retirement.** Executive may terminate Executive's employment due to Executive's Retirement (as defined below), in accordance with the terms of this Agreement. For purposes of this Agreement, "**Retirement**" means Executive's voluntary retirement as an employee of the Company on or after the date on which Executive has (a) attained at least fifty-five (55) years of age and (b) completed at least ten (10) years of service with the Company; *provided* that Executive has provided the Company with at least six (6) months' advance written notice of Executive's retirement and the Board determines that Executive and the Company have adequately planned the transition of Executive's duties and responsibilities, with all parties acting in good faith. For avoidance of doubt, if Executive incurs a termination of employment for any reason during such notice period, such termination shall not be deemed to have occurred by reason of Executive's Retirement for purposes of this Agreement, *provided* that Executive shall be treated as having terminated due to Executive's Retirement if Executive initiates the process to terminate for Retirement during the Term in accordance herewith and Executive incurs a termination of employment prior to such Retirement due to Company's election not to renew or extend the Term pursuant to Section 2 above.

7. **Obligations of the Company upon Termination.**

(a) **General.** In the event that Executive's employment under this Agreement terminates during the Term for any reason, upon such termination, the Company shall pay to Executive (or Executive's estate) in a single lump sum payment, within thirty (30) days after the Date of Termination, or such earlier date as may be required by applicable law, the aggregate amount of (i) any earned but unpaid Base Salary, (ii) any accrued, but unused vacation owed to Executive in accordance with Section 5(e) above and (iii) any unreimbursed business expenses incurred prior to the Date of Termination that are reimbursable in accordance with Section 5(f) above (together, the "**Accrued Obligations**"). Vested benefits (if any) under any employee benefit plans shall be governed by the terms and conditions of the applicable plans. In addition, upon a termination of Executive's employment during the Term for any reason, any then-

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outstanding equity-based awards in the REIT, Lineage OP, LP or any of their respective subsidiaries or affiliates held by Executive as of such Date of Termination shall be governed by the terms and conditions of the applicable plan and award agreement(s).

(b) **Termination by the Company Without Cause or Resignation by Executive For Good Reason.** If, during the Term, the Company terminates Executive's employment without Cause or Executive resigns for Good Reason, then, in either case, upon Executive's "separation from service" from the Company (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") (a "**Separation from Service**" and the date of any such Separation from Service, the "**Date of Termination**"), subject to and conditioned upon Executive's timely execution and non-revocation of a general release of claims substantially in the form attached hereto as Exhibit A (the "**Release**") and Executive's continued compliance with the provisions of Section 8 below (the "**Restrictions**"), then Executive shall be entitled to receive the payments and benefits set forth below:

(i) The Company shall pay to Executive an amount in cash equal to the sum of (a) twenty-four (24) months (or in the case of a Change in Control Termination, thirty-six (36) months), of Executive's Base Salary plus (b) two (2) times (or in the case of a Change in Control Termination, three (3) times) Executive's Target Cash Bonus (collectively, the "**Cash Severance**"). The Company shall pay the Cash Severance in substantially equal installments in accordance with the Company's customary payroll practices during the period commencing on the Date of Termination and ending on the twenty-four (24)-month anniversary (or in the case of a Change in Control Termination, thirty-six (36)-month anniversary) thereof (the "**Severance Period**"); *provided*, that if the aggregate period during which Executive is entitled to consider and/or revoke the Release spans two (2) calendar years, no payments under this Section 7(b)(i) shall be made prior to the beginning of the second (2nd) such calendar

year. For purposes of this Agreement, a "**Change in Control Termination**", means a termination of Executive's employment by the Company without Cause or by Executive for Good Reason, in either case, on or within eighteen (18) months following a Change in Control (as defined in the Company's 2024 Incentive Award Plan, as may be amended from time to time, or any successor plan thereto).

(ii) The Company shall pay to Executive any unpaid Annual Cash Bonus for any prior completed year and, if an Annual Cash Bonus would, absent Executive's termination, become payable to Executive in accordance with Section 5(b) above with respect to the year in which the Date of Termination occurs as a result of the achievement of the applicable performance objectives for such year, a pro-rated portion of such Annual Cash Bonus (the "**Pro-Rated Annual Cash Bonus**") determined by multiplying (a) the actual Annual Cash Bonus that would have been paid to Executive for such year had Executive's employment not terminated (if any) by (b) a fraction, the numerator of which is the number of days elapsed in such year through the Date of Termination and the denominator of which is 365. The Company shall pay the unpaid Annual Cash Bonus for the prior completed year (if any) and Pro-Rated Annual Cash Bonus (if any) to Executive on the date on which annual bonuses are paid generally by the Company to its senior executives with respect to the year in which the Date of Termination

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occurs, but in no event later than March 15th of the year following the year in which the Date of Termination occurs.

(iii) Subject to Executive's valid election to continue healthcare coverage under Section 4980B of the Code, during the period commencing on the Date of Termination and ending on the twenty-four (24)-month anniversary (or in the case of a Change in Control Termination, the thirty-six (36)-month anniversary) of the Date of Termination or, if earlier, the date on which Executive becomes eligible for coverage under a subsequent employer's group health plan (in any case, the "**COBRA Period**"), the Company shall pay to Executive an amount equal to the cost of coverage under the Company's group health plan (if any) at the same levels and costs in effect on the Date of Termination (the "**COBRA Payment**") for Executive's use toward securing continued health insurance (whether through COBRA or otherwise). The COBRA Payment shall be paid to Executive in substantially equal monthly installments over the COBRA Period and, for the avoidance of doubt, the COBRA Payment shall continue during the COBRA Period if the continuation healthcare coverage under Section 4980B of the Code expires under its terms.

(c) Termination due to Executive's Death, Disability, Family Disability or Retirement. If, during the Term, Executive's employment terminates due to his death, Disability, Family Disability or Retirement, then, in either case, upon Executive's Separation from Service, subject to and conditioned upon Executive's or Executive's estate's, as applicable, timely execution and non-revocation of the Release, Executive (or Executive's estate) shall be entitled to receive the payments set forth in Section 7(b)(ii) above on the terms and conditions provided therein.

(d) Other Terminations. If Executive's employment is terminated for any reason not described in Sections 7(b) or (c) above (including, without limitation, due to a termination by the Company for Cause, a resignation by Executive without Good Reason, or following the expiration of the Term), the Company will pay Executive only the Accrued Obligations within thirty (30) days after the Date of Termination (or such earlier date as may be required under applicable law). Vested benefits (if any) under any employee benefit plans shall be governed by the terms and conditions of the applicable plans.

(e) Mitigation; Offset. Executive will have no duty to mitigate the amount of any compensation and benefits received by Executive under the Agreement and, except as otherwise set forth in this Section 7(e), the amount of any compensation or benefits provided for pursuant to this Agreement shall not be reduced by any compensation earned as a result of Executive's other employment or otherwise.

(f) Termination of Offices and Directorships; Full Settlement. Upon a termination of Executive's employment for any reason, unless otherwise specified in a written agreement between Executive and the Company, Executive shall be deemed to have resigned from all offices, directorships and other employment positions then held with the REIT, Lineage OP, LP, the Employer or any of their respective subsidiaries or affiliates (the "**Lineage Group**") and shall take all actions reasonably requested by the Company to effectuate the foregoing. Except as expressly provided in this Agreement, the Company shall have no further obligations.

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and Executive shall have no further rights or entitlements, in connection with or following Executive's termination of employment.

(g) **Return of Property.** Upon termination of Executive's employment for any reason, Executive shall return to the Company (i) all keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, cellular phones and pagers), access or credit cards, Company identification, and any other Company-owned property in Executive's possession or control, and (ii) all documents and copies, including hard and electronic copies, of documents in Executive's possession relating to any Confidential Information (as defined below) including without limitation, internal and external business forms, manuals, correspondence, notes and computer programs, and Executive shall not make or retain any copy or extract of any of the foregoing.

8. **Confidential Information; Non-Competition; Non-Solicitation.** To protect the trade secrets and Confidential Information of the Lineage Group and their customers and clients that have been and will be entrusted to Executive, the business goodwill of the Lineage Group that will be developed in and through Executive and the business opportunities that will be disclosed or entrusted to Executive by the Lineage Group, and as an additional incentive for the Company to enter into this Agreement, Executive agrees as follows:

(a) **Nondisclosure of Confidential Information.** Executive acknowledges that it is the policy of the Lineage Group to maintain as secret and confidential (i) all valuable and unique information, (ii) other information heretofore or hereafter acquired by the Lineage Group and deemed by it to be confidential, and (iii) information developed or used by the Lineage Group relating to the business, operations, employees and/or customers of the Lineage Group including, but not limited to, any employee information (all such information described in clauses (i), (ii) and (iii) above, other than information which is (x) known to the public or becomes known to the public through no fault of Executive or (y) received by Executive on a non-confidential basis from a person that is not bound by an obligation of confidentiality to the Lineage Group, is hereinafter referred to as "**Confidential Information**"). The parties recognize that the services to be performed by Executive pursuant to this Agreement are special and unique and that by reason of Executive's employment by the Company, Executive has acquired and will acquire Confidential Information. Executive recognizes that all such Confidential Information is the property of the Lineage Group. Accordingly, Executive shall not, at any time during or after the Term, except in the proper performance of Executive's duties under this Agreement, directly or indirectly, without the prior written consent of the Company, disclose to any Person (as defined below) other than the Lineage Group, whether or not such Person is a competitor of the Lineage Group, and shall use Executive's best efforts to prevent the publication or disclosure of any Confidential Information obtained by, or which has come to the knowledge of, Executive prior or subsequent to the Effective Date hereof. Notwithstanding the foregoing, nothing contained herein shall prohibit Executive from reporting possible violations of law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress, and any Inspector General, or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation. Further, Executive acknowledges receipt of the following notice of immunity rights under the

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Defend Trade Secrets Act, which states: "(1) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal, and (B) does not disclose a trade secret, except pursuant to court order." For purposes of this Agreement, "**Person**" shall mean any individual, corporation, limited liability company, partnership, firm or other business of whatever nature.

(b) **Non-Competition.** During the Term and during the period beginning on the Date of Termination and ending on the two (2)-year anniversary thereof (together with the Term, the "**Restricted Period**"), Executive shall not, directly or indirectly, for Executive's own benefit or the benefit of any other Person, anywhere in the Geographic Area (as defined below) (except with the prior written consent of the Company): (A) engage in, conduct, or operate, or prepare to engage in, conduct, or operate a Competing Business (as defined below), or any portion thereof, or (B) whether

as a shareholder, bondholder, lender, officer, director, employee, consultant or otherwise, perform services for, invest in, aid or abet or give information or financial assistance to any Person engaged in a Competing Business, or any portion thereof; *provided, however,* that this Section 8(b) shall not be deemed to prohibit Executive from owning as an investment, directly or indirectly, up to two percent (2%) of the securities of any publicly-traded company, or any portion thereof. For purposes of this Agreement, "**Competing Business**" shall mean the business of temperature-controlled logistics and warehousing and related material services that competes or could compete with such business or related material service of the Lineage Group conducted as of, or at any time within the three (3) years prior to, the Date of Termination or which the Lineage Group has firm plans to conduct as of the Date of Termination; and "**Geographic Area**" shall mean any city, state, region, and country in which the Lineage Group operates during the Term or has firm plans to operate as of the Date of Termination.

(c) Non-Solicitation of Customers and Suppliers. During the Restricted Period, Executive shall not, directly or indirectly, solicit or influence or attempt to solicit or influence any customers or suppliers of the Lineage Group to terminate or limit their relationship as customers or suppliers of the Company or any of its affiliates, or to divert their purchases, sales, supplies or other activities to any other Person.

(d) Non-Solicitation of Employees. During the Restricted Period, Executive shall not, directly or indirectly (i) solicit for employment or hire by any Person any employee of the Lineage Group or (ii) solicit, canvass, induce or encourage any employee or consultant of the Lineage Group to leave the employment or consulting of, or cease providing services to, the Lineage Group; *provided, however,* that the foregoing clauses (i) and (ii) shall not apply to a

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general advertisement or solicitation (or any hiring pursuant to such advertisement or solicitation) that is not specifically targeted to such employees or consultants.

(e) Continuing Operation; Survival. If the covenants set forth in Section 8 are determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great of a period of time or over too great a geographic area, or by reason of its being too extensive in any other respect, such covenant shall be interpreted to provide for the longest period of time, over the greatest Geographic Area and/or the broadest scope of activities and to otherwise have the broadest application, as shall be enforceable by applicable law. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, which shall continue in full force and effect. Without limiting the foregoing, the covenants contained herein shall be construed as separate covenants, covering their respective subject matters, with respect to each of the separate cities, counties and states of the United States, and each other country, and political subdivision thereof, in which the Lineage Group conducts business, none of the termination of Executive's employment, the Term or this Agreement, in any case, will have any effect on the continuing operation of this Section 8, and this Section 8 shall continue to apply in accordance with its terms during and after Executive's employment with the Company, whether or not any other provisions of this Agreement remain in effect at such time.

(f) Remedies. Executive acknowledges and understands that Section 8 and the other provisions of this Agreement are of a special and unique nature, the breach of which cannot be adequately compensated for in damages by an action at law, and that any breach or threatened breach of such provisions would cause the Company irreparable harm. In the event of a breach or threatened breach by Executive of the provisions of this Agreement, the Restricted Period shall be tolled, one day for each day that Executive is in breach of such provisions, so as to give the Company the bargained-for benefit of this Agreement, and the Company shall be entitled to an injunction restraining him from such breach without the need to post bond therefor. Nothing contained in this Section 8 shall be construed as prohibiting the Company from pursuing, or limiting the Company's ability to pursue, any other remedies available for any breach or threatened breach of this Agreement by Executive. The provisions of Section 9 below relating to arbitration of disputes shall not be applicable to the Company to the extent it seeks an injunction or other equitable relief in any court to restrain Executive from violating Section 8 hereof.

9. Arbitration.

(a) Any controversy or dispute that establishes a legal or equitable cause of action ("**Arbitration Claim**"), between any two or more Persons Subject to Arbitration (as defined below), including without limitation, any controversy or dispute, whether based on contract, common law, or federal, state or local statute or regulation, arising out of, or relating to Executive's employment or the termination thereof, shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute. Notwithstanding the foregoing, this Agreement shall not require any Person Subject to Arbitration to arbitrate pursuant to this Agreement any claims: (i) under a Company benefit plan subject to the

Employee Retirement Income Security Act, as amended; (ii) for unemployment or workers' compensation benefits; (iii) of sexual harassment or sexual assault arising under federal, state, local, or tribal law, unless Executive elects to arbitrate such disputes; (iv) brought before the Equal Employment Opportunity Commission or similar state or local agency, if Executive is required to exhaust Executive's administrative remedies; provided, that any appeal from an award or denial of an award by any such agency or any further action upon receipt of a right-to-sue letter shall be arbitrated pursuant to the terms of this Agreement; (v) as to which applicable law not preempted by the Federal Arbitration Act prohibits resolution by binding arbitration hereof; or (vi) brought by the Company pursuant to Section 8 hereof. Either party hereto may seek provisional non-monetary remedies in a court of competent jurisdiction to the extent that such remedies are not available or not available in a timely fashion through arbitration. It is the parties' intent that issues of arbitrability of any dispute shall be decided by the arbitrator.

(b) **"Persons Subject to Arbitration"** means, individually and collectively, (i) Executive, (ii) any person in privity with or claiming through, on behalf of or in the right of Executive, (iii) the Company, (iv) any past, present or future affiliate, employee, officer, director or agent of the Company, and/or (v) any person or entity alleged to be acting in concert with or to be jointly liable with any of the foregoing.

(c) The arbitration shall take place before a single neutral arbitrator at the JAMS office in Detroit, Michigan, pursuant to JAMS's Employment Arbitration Rules & Procedures, available at <https://www.jamsadr.com/rules-employment-arbitration/English>. Such arbitrator shall be provided through JAMS by mutual agreement of the parties to the arbitration; *provided* that, absent such agreement, the arbitrator shall be selected in accordance with the rules of JAMS then in effect. The arbitrator shall permit reasonable discovery. The arbitration shall be conducted in accordance with the JAMS rules applicable to employment disputes in effect at the time of the arbitration. The award or decision of the arbitrator shall be rendered in writing; shall be final and binding on the parties; and may be enforced by judgment or order of a court of competent jurisdiction.

(d) In the event of arbitration relating to this Agreement, the non-prevailing party shall reimburse the prevailing party for all costs incurred by the prevailing party in connection with such arbitration (including, without limitation, reasonable legal fees in connection with such arbitration, including any litigation or appeal therefrom).

(e) **WAIVER OF TRIAL BY JURY OR COURT.** EXECUTIVE AND THE COMPANY UNDERSTAND THAT BY AGREEING TO ARBITRATE ANY ARBITRATION CLAIM, THEY WILL NOT HAVE THE RIGHT TO HAVE ANY ARBITRATION CLAIM DECIDED BY A JURY OR A COURT, BUT SHALL INSTEAD HAVE ANY ARBITRATION CLAIM DECIDED THROUGH ARBITRATION.

(f) **WAIVER OF OTHER RIGHTS.** EXECUTIVE AND THE COMPANY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO BRING CLAIMS COVERED BY THIS AGREEMENT OTHER THAN IN THEIR INDIVIDUAL CAPACITIES. EXCEPT AS MAY BE PROHIBITED BY LAW, THIS WAIVER INCLUDES THE ABILITY TO ASSERT

CLAIMS AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

(g) **Severability; Conformance to Applicable Law.** This Section 9 shall be interpreted to conform to any applicable law concerning the terms and enforcement of agreements to arbitrate employment disputes. To the extent any terms or conditions of this Section 9 would preclude its enforcement, such terms shall be severed or interpreted in a manner to allow for the enforcement of this Section 9. To the extent applicable law imposes additional requirements to allow enforcement of this Section 9, this Agreement shall be interpreted to include such terms or conditions.

10. Indemnification; Directors' and Officers' Insurance. During Executive's employment with the Company (or any affiliate) during the Term and thereafter, Executive shall be entitled to indemnification by the Company to the fullest extent permitted by applicable law and the Company's bylaws, articles of incorporation or other applicable charter or governance documents (and to the same extent as applicable to officers and directors of the Company) and under the bylaws, articles of incorporation, limited liability company agreement(s) or other applicable charter or governance documents of any subsidiary of the Company (and to the same extent as applicable to officers and directors of members of any such subsidiary). In addition, during Executive's employment with the Company (or any affiliate) during the Term and thereafter, the Company shall provide Executive with coverage under the directors' and officers' liability insurance policy maintained by the Company for the benefit of the members of the Board and the Company's officers, to the same extent as such coverage is provided to members of the Board and senior executive officers of the Company generally, provided, that the foregoing shall not obligate the Company to acquire or maintain any particular insurance policy at any time.

11. Section 280G Best Pay Cap.

(a) Notwithstanding any other provision of this Agreement, in the event that any payment or benefit received or to be received by Executive (including any payment or benefit received in connection with a termination of Executive's employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement) (all such payments and benefits, including the payments and benefits under Section 7 of this Agreement, the "**Total Payments**") would be subject (in whole or part) to the excise tax imposed under Section 4999 of the Code (the "**Excise Tax**"), then, after taking into account any reduction in the Total Payments provided by reason of Section 280G of the Code in such other plan, arrangement or agreement, Executive's remaining Total Payments shall be reduced to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax, but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes applicable to such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which Executive would be subject in respect of such unreduced

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Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

(b) For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments, the receipt or retention of which Executive has waived at such time and in such manner so as not to constitute a "payment" within the meaning of Section 280G(b) of the Code, will be taken into account; (ii) no portion of the Total Payments will be taken into account which, in the written opinion of an independent, nationally recognized accounting firm (the "**Independent Advisors**") selected by the Company, does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments will be taken into account which, in the opinion of Independent Advisors, constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation; and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Independent Advisors in accordance with the principles of Sections 280G(d)(3) and (4) of the Code. For the avoidance of doubt, nothing herein shall preclude Executive from presenting to the Company any calculations, analyses or other materials prepared by an advisor selected and engaged by Executive (at Executive's sole expense) with respect to the calculations under this Section 11, and if so presented, the Company shall consider such calculations, analyses and materials in good faith.

12. Clawback Policy. Executive acknowledges and agrees that any and all amounts payable under this Agreement shall be subject to any written compensation recovery or written clawback policy of the Company in effect on the Effective Date or as may be adopted or maintained by the Company following the Effective Date, including any such written policy adopted or maintained pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

13. Successors. This Agreement is personal to Executive and, without the prior written consent of the Company, shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

14. **Notice.** For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered either personally, by e-mail transmission, by reputable overnight courier or by United States certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive:

At Executive's last known address and/or e-mail address evidenced on the Company's records.

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If to the Company:

Lineage, Inc.

1 Park Plaza, Suite 550

Irvine, California 92614

Attn: Chairman of the Board of Directors

e-mail: adam@bay-grove.com

Attn: General Counsel

e-mail: nmatsler@onelineage.com or to such other address as any party may have furnished to the other in writing in accordance with this Agreement, except that notices of change of address shall be effective only upon receipt.

15. **Section 409A.**

(a) To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretative guidance issued thereunder, including without limitation any such regulations or other such guidance that may be issued after the Effective Date (collectively, "**Section 409A**"). Notwithstanding any provision of this Agreement to the contrary, in the event that following the Effective Date, the Company determines that any compensation or benefits payable under this Agreement may be subject to Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effect), or take any other actions that the Company determines are necessary or appropriate to preserve the intended tax treatment of the compensation and benefits payable hereunder, including without limitation actions intended to (i) exempt the compensation and benefits payable under this Agreement from Section 409A, and/or (ii) comply with the requirements of Section 409A, *provided, however, that any change to the material terms of this Agreement shall remain subject to Executive's written consent and that this Section 15 does not, and shall not be construed so as to, create any obligation on the part of the Company to adopt any such amendments, policies or procedures or to take any other such actions or to create any liability on the part of the Company for any failure to do so. Executive shall be solely liable for any taxes imposed on him under or by operation of Section 409A.*

(b) Any right to a series of installment payments pursuant to this Agreement is to be treated as a right to a series of separate payments.

(c) Notwithstanding anything to the contrary in this Agreement, no compensation or benefits, including without limitation any severance payments under Section 7 hereof, shall be paid to Executive during the six (6)-month period following Executive's Separation from Service if the Company determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Section 409A of the Code

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without resulting in a prohibited distribution, including as a result of Executive's death), the Company shall pay Executive a lump-sum amount equal to the cumulative amount that would have otherwise been payable to Executive during such period (without interest).

(d) To the extent that any payments or reimbursements provided to Executive under this Agreement are deemed to constitute compensation to which Treasury Regulation Section 1.409A-3(i)(1)(iv) would apply, such amounts shall be paid or reimbursed to Executive reasonably promptly, but not later than December 31 of the year following the year in which the expense was incurred. The amount of any such payments eligible for reimbursement in one year shall not affect the payments or expenses that are eligible for payment or reimbursement in any other taxable year, and Executive's right to such payments or reimbursement shall not be subject to liquidation or exchange for any other benefit. Executive acknowledges and agrees that it is Executive's sole responsibility to timely substantiate any such expenses in order to ensure timely payment in accordance with the foregoing and the applicable requirements of Section 409A.

16. Withholding. All payments hereunder will be subject to any required withholding of federal, state and local taxes pursuant to any applicable law or regulation and the Company shall be entitled to withhold any and all such taxes from amounts payable hereunder.

17. Amendment; Waiver; Survival. No provisions of this Agreement may be amended, modified, or waived unless agreed to in writing and signed by Executive and by a duly authorized officer of the Company. No waiver by either party of any breach by the other party of any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The respective rights and obligations of the parties under this Agreement shall survive Executive's termination of employment and the termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

18. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Michigan without regard to its conflicts of law principles.

19. Validity. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

21. Section Headings. The section headings in this Agreement are for convenience of reference only, and they form no part of this Agreement and will not affect its interpretation.

22. Entire Agreement. This Agreement (together with any applicable equity award agreements between Executive and the Company or its affiliates), sets forth the final and entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior

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agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by the Company and Executive, or any representative of the Company or Executive, with respect to the subject matter hereof (including, without limitation, the Prior Employment Agreement).

23. Further Assurances. The parties hereby agree, without further consideration, to execute and deliver such other instruments and to take such other action as may reasonably be required to effectuate the terms and provisions of this Agreement.

[Signature Page Follows]

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Executive hereby represents and warrants to the Company that (a) Executive is entering into this Agreement voluntarily and that the performance of Executive's obligations hereunder will not violate any agreement between Executive and any other person, firm, organization or other entity, and (b) Executive is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or other party that would be violated by Executive's entering into this Agreement and/or providing services to the Company pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

“REIT”

Lineage, Inc.

By: /s/ Adam Forste

Name: Adam Forste

Its: Co-Executive Chairman

“EMPLOYER”

Lineage Logistics Services, LLC

By: LLH Topco Holdings TRS, LLC

Its: Sole Member

By: Lineage Logistics Holdings, LLC

Its: Manager

By: Lineage OP, LLC

Its: Managing Member

By: Lineage, Inc.

Its: Managing Member

By: /s/ Adam Forste

Name: Adam Forste

Title: Co-Executive Chairman

[Signature Page to Amended and Restated Employment Agreement]

“LLH”

Lineage Logistics Holdings, LLC

By: Lineage OP, LP

Its: Managing Member

By: Lineage, Inc.

Its: Managing Member

By: /s/ Adam Forste
Name: Adam Forste
Its: Co-Executive Chairman

"EXECUTIVE"

/s/ W. Gregory Lehmkuhl
Name: W. Gregory Lehmkuhl

[Signature Page to Amended and Restated Employment Agreement]

Exhibit A

General Release

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned does hereby release and forever discharge the **"Releasees"** hereunder, consisting of Lineage, Inc. (the **"REIT"**), Lineage Logistics Services, LLC (the **"Employer"**, together with the REIT, the **"Company"**), Lineage OP, LP and their respective partners, subsidiaries, associates, affiliates, successors, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys' fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called **"Claims"**), which the undersigned now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof.

The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or related to the employment or termination of employment of the undersigned by the Releasees, or any of them; any alleged breach of any express or implied contract of employment; any alleged torts or other alleged legal restrictions on Releasees' right to terminate the employment of the undersigned; and any alleged violation of any federal, state or local statute or ordinance including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination In Employment Act (**"ADEA"**), the Americans With Disabilities Act, the Equal Pay Act, the Fair Labor Standards Act, the Fair Credit Reporting Act, the Older Workers Benefit Protection Act (**"OWBPA"**), the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Sarbanes-Oxley Act of 2002, the Michigan Elliot-Larsen Civil Rights Act, the Michigan Persons With Disabilities Civil Rights Act, the Michigan Paid Medical Leave Act, and the Michigan Payment of Wages and Fringe Benefits Act, as each may have been amended from time to time, and any other applicable federal, state or local law, including any order, statute, regulation, constitution, ordinance, and common law. Notwithstanding the foregoing, this general release (the **"Release"**) shall not operate to release any rights or claims of the undersigned (i) to payments or benefits under Section 7 of that certain Amended and Restated Employment Agreement, dated as of July 26, 2024, by and between the undersigned and the Company (the **"Employment Agreement"**), which payments and benefits (among other good and valuable consideration) are provided in exchange for this Release, (ii) to any Claims for indemnification arising under any applicable indemnification obligation of the Company (including Section 10 of the Employment Agreement), (iii) to report to, provide information to, cooperate in any investigation or other proceeding conducted by, or receive a whistleblower award from the Securities and Exchange Commission, the Commodity Futures Trading Commission, the Department of Justice, or any other federal, state or local governmental or regulatory body or official; (iv) file a charge of discrimination with the Equal Employment Opportunity Commission or analogous state or local governmental agency (the **"EEOC"**); provided, however, Executive releases Executive's right to receive damages or other relief

awarded in any such proceeding by or before the EEOC; (v) to any Claims for unemployment benefits or workers' compensation benefits or which cannot be waived by an employee under applicable law, or (vi) to any Claims the undersigned may have solely in the undersigned's capacity as a equityholder of the Company.

THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY."

THE UNDERSIGNED, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS THE UNDERSIGNED MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

IN ACCORDANCE WITH THE OWBPA, THE UNDERSIGNED IS HEREBY ADVISED AS FOLLOWS:

- A. THE UNDERSIGNED IS HEREBY ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE;
- B. THE UNDERSIGNED HAS AT LEAST [TWENTY-ONE (21)]¹ DAYS TO CONSIDER THIS RELEASE BEFORE SIGNING IT. IF THE UNDERSIGNED SIGNS THIS RELEASE PRIOR TO THE EXPIRATION OF THE [TWENTY-ONE (21)] DAY PERIOD, THE UNDERSIGNED WAIVES THE REMAINDER OF THAT PERIOD. UNDERSIGNED WAIVES THE RESTARTING OF THE [TWENTY-ONE (21)] DAY PERIOD IN THE EVENT OF ANY MODIFICATION OF THIS RELEASE, WHETHER OR NOT MATERIAL; AND
- C. THE UNDERSIGNED HAS SEVEN (7) DAYS AFTER SIGNING THIS RELEASE TO REVOKE THIS RELEASE, AND, PROVIDED THE UNDERSIGNED DOES NOT SO REVOKE THIS RELEASE, THIS RELEASE WILL BECOME EFFECTIVE UPON THE EIGHTH (8TH) DAY AFTER THE UNDERSIGNED EXECUTES THIS RELEASE.

If the undersigned wishes to revoke this Release, the undersigned must deliver written notice (which may be by email), stating the undersigned's intent to revoke to [_____], at

¹ If at least one other termination is contemplated at the time of the undersigned's termination, this may need to be increased to 45 days and additional disclosure under the OWBPA may be needed.

[_____] on or before 11:59 p.m. (Central time) on the seventh (7th) day after the date on which the undersigned signs this Release. The undersigned acknowledges that if the undersigned fails to timely execute and deliver the Release to the Company or timely revokes this Release, the undersigned will not receive any payments or benefits pursuant to Section 7(b) or (c) of the Employment Agreement.

The undersigned represents and warrants that there has been no assignment or other transfer of any interest in any Claim which the undersigned may have against Releasees, or any of them, and the undersigned agrees to indemnify and hold Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses and attorneys' fees incurred by Releasees, or any of them, as the result of any such assignment or transfer or any rights or Claims under any such assignment or transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Releasees against the undersigned under this indemnity.

The undersigned agrees that if the undersigned hereafter commences any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then the undersigned agrees

to pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all attorneys' fees incurred by Releasees in defending or otherwise responding to said suit or Claim; provided, nothing herein shall restrict the undersigned from challenging the knowing and voluntary nature of this Release under the ADEA before a court of competent jurisdiction or the EEOC; provided, further, nothing herein shall limit such court's or the EEOC's ability to offset any compensation awarded to the undersigned upon such a challenge by the amount of consideration received under Section 7(b) or (c) of the Employment Agreement.

The undersigned further understands and agrees that neither the payment of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releasees, or any of them, who have consistently taken the position that they have no liability whatsoever to the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this _____ day of _____ 20____.

W. Gregory Lehmkuhl

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "**Agreement**"), dated as of July 26, 2024 and effective as of the Effective Date (as defined below), is entered into by and between Lineage, Inc. (the "**REIT**"), Lineage Logistics Services, LLC (the "**Employer**", and together with the REIT, the "**Company**"), Lineage Logistics Holdings, LLC ("**LLH**") and Rob Crisci ("**Executive**"). This Agreement amends and restates in its entirety that certain Employment Agreement, dated as of April 12, 2023 and effective as of April 19, 2023 (the "**Original Effective Date**"), by and between LLH and Executive (the "**Prior Employment Agreement**").

WHEREAS, Executive currently serves as Chief Financial Officer of LLH and the Employer pursuant to the Prior Employment Agreement; and

WHEREAS, effective as of the Effective Date, the Company and Executive mutually desire to continue Executive's employment as Chief Financial Officer of the Company on the terms and conditions set forth in this Agreement and to amend and restate in its entirety the Prior Employment Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effectiveness. This Agreement shall become effective upon and as of the date of the closing of the IPO (as defined below) (the "**Effective Date**"). In the event that the closing of the IPO does not occur on or prior to December 31, 2024, this Agreement shall automatically, and without further action by any party hereto, thereupon terminate without any obligation by any party, the provisions of this Agreement shall be null and void and of no force or effect, and the Prior Employment Agreement shall remain in effect.

2. Employment Period. Subject to the provisions for earlier termination hereinafter provided, Executive's employment with the Company under this Agreement shall be for a period commencing on the Effective Date and ending on the date that is three (3) years following the Original Effective Date, unless sooner terminated in accordance with the terms of this Agreement (in any case, the "**Employment Period**"). Notwithstanding anything to the contrary in the foregoing, Executive's employment hereunder is terminable at will by the Company or by the Executive at any time (for any reason or for no reason), subject to the provisions of Section 5 hereof.

3. Position, Duties and Responsibilities.

(a) Position. During the Employment Period, Executive shall serve as Chief Financial Officer of the REIT and the Employer, and shall serve in such other or additional positions and on such terms as the Company may determine from time to time. Executive shall report to the President and Chief Executive Officer of the Company (currently, Greg Lehmkuhl), and shall perform such duties as are usual and customary for Executive's position. At the Company's request, Executive shall serve the Company and/or its subsidiaries or affiliates in such other capacities, consistent with Executive's title, as the Company shall reasonably designate (without additional compensation). Executive agrees to observe and comply with applicable law and the rules and policies of the Company, as in effect from time to time, including, and without limitation, any rules and policies relating to Executive's obligations to the Company and its members (or stockholders) upon a termination of employment.

(b) **Exclusivity.** During the Employment Period, Executive shall devote Executive's best efforts and full business time and attention to the business and affairs of the Company and its subsidiaries and its affiliates, and shall not (i) serve as an employee or consultant for any other entity, (ii) serve on the board of directors or similar body of any other entity, or (iii) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that is or may be competitive with, or that might place Executive in a competing position to, that of the Company or any of its subsidiaries or affiliates. Notwithstanding the foregoing, during the Employment Period, it shall not be a violation of this Agreement for Executive to (x) serve on the boards of directors of non-profit, civic or charitable organizations or (y) manage Executive's personal investments, in each case, to the extent that such activities do not, individually or in the aggregate, materially interfere with the performance of Executive's duties and responsibilities hereunder or directly or indirectly compete or conflict with the business of the Company or any of its subsidiaries or affiliates. Notwithstanding the foregoing or anything herein to the contrary, Executive may (A) from the Original Effective Date until no later than January 31, 2025, devote up to seven (7) hours per week on average to the performance of services to Roper Technologies, Inc. consistent with the type and level of such services being provided by Executive over the period commencing on February 1, 2023 to the Original Effective Date, provided that the performance of such services does not conflict or materially interfere with Executive's performance of duties hereunder, and (B) continue to serve as a director on the board of directors of MasterBrand, Inc., to the extent that such service as a director (or on any committee of such board) does not conflict or materially interfere with the performance of Executive's duties and responsibilities hereunder.

(c) **Principal Location.** During the Employment Period, Executive shall perform the services required by this Agreement from one or more of the Company's offices in Florida; provided, that Executive shall be permitted to work remotely as may be agreed between the Company and Executive in accordance with applicable Company policy, except for travel to other locations as may be necessary from time to time to fulfill Executive's duties and responsibilities hereunder, including to the Company's principal offices, currently located in Novi, Michigan. Executive acknowledges that the Company's primary finance function which Executive shall oversee in connection with his duties and responsibilities as Chief Financial Officer of the Company (and a substantial number of the Company's employees employed thereby) is based at the Company's principal offices in Novi, Michigan, and, without limiting the foregoing, Executive shall consequently spend a meaningful amount of time working in the Company's offices in Novi, Michigan in order to fulfill Executive's duties and responsibilities hereunder.

4. Compensation and Benefits; Expenses.

(a) **Base Salary.** During the Employment Period, Executive shall receive a base salary of \$700,000 per year (the "Base Salary"), pro-rated for any partial year of employment. The Compensation Committee of the Board of Directors of the REIT (the "Compensation Committee") shall review Executive's Base Salary at least annually, and may, in its sole discretion, from time to time increase the then-applicable Base Salary. For avoidance of doubt, the Base Salary as so increased and in effect from time to time shall be referred to herein as the "Base Salary." The Base Salary shall be paid in accordance with the Company's customary payroll practices, as in effect from time to time, but no less often than monthly.

(b) **Annual Bonus.** For each fiscal year of the Company ending during the Employment Period, Executive shall be eligible to earn a cash performance bonus (the "Annual Bonus"), based on the attainment of Company, divisional, individual and/or other performance objectives determined by the Company in its sole discretion, in accordance with the applicable bonus plan or program maintained by the Company (or any of its affiliates). Executive's target Annual Bonus shall

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equal 125% of Executive's Base Salary (the "Target Bonus"). The actual amount of any Annual Bonus (if any) shall be determined by reference to the attainment of the applicable performance objectives (and may equal zero if applicable objectives are not attained). Any Annual Bonus shall be paid to Executive on the date on which annual bonuses are paid generally by the Company (or, as applicable, any of its affiliates) to its similarly situated executives with respect to the year in which the Annual Bonus was earned, subject to and conditioned upon Executive's continued employment with the Company through the applicable payment date, except to the extent otherwise provided in Section 6(b) or 6(c), as applicable.

(c) **Equity-Based Awards.** During the Employment Period, Executive shall be eligible to be granted equity-based awards under the Company's long-term incentive plan, subject to vesting and other conditions determined by the Compensation Committee, in its sole discretion. The form, amount and terms of any such equity awards, if any, shall be determined by the Compensation Committee in its sole discretion in accordance with the terms and conditions of plans as in effect from time to time.

(d) **Benefits.** During the Employment Period, Executive will be eligible to participate in the health, welfare and retirement benefit plans, policies and programs (including, as applicable, medical, dental, disability, life and accidental death insurance plans and programs) and, subject to Section 4(e) below, any leave of absence, holiday, vacation or paid-time-off policies and programs, in each case, maintained by the Company (or any of its affiliates) for the benefit of its similarly situated executives from time to time. Nothing contained in this Section 4(d) shall create or be deemed to create any obligation on the part of the Company (or any of its affiliates) to adopt or maintain any health, welfare, retirement, fringe or other benefit plan(s) or program(s) at any time or limit the right of the Company (or any of its affiliates) to amend or terminate any such benefit plan(s) or program(s).

(e) **Vacation.** During the Employment Period, Executive will be entitled to accrue and use twenty-seven (27) days of paid vacation per calendar year (pro-rated for any partial year of service); *provided, however, that Executive will not accrue any vacation time in excess of 320 hours (the "Accrual Limit") and will cease accruing vacation time if Executive's accrued vacation reaches the Accrual Limit until such time as Executive's accrued vacation drops below the Accrual Limit.*

(f) **Expenses.** During the Employment Period, Executive shall be entitled to receive prompt reimbursement for all reasonable and necessary expenses incurred by Executive in the performance of Executive's services hereunder and substantiated in accordance with the policies and procedures of the Company (or any of its affiliates), including without limitation, the Company's Travel and Expense Policies and Code of Business Conduct, in any case, as may be in effect from time to time.

5. **Termination of Employment.** Executive's employment hereunder shall be terminated, or may be terminated, as the case may be, under the following circumstances (including as set forth in Section 2, above):

(a) **Death or Disability.** Executive's employment shall terminate automatically upon Executive's death during the Employment Period and the Company may terminate Executive's employment on account of Executive's Disability (as defined below). **Disability** means (i) Executive is entitled to receive long-term disability benefits under the Company's or its affiliates' applicable long-term disability plan or (ii) the inability, or failure, of Executive to perform the essential functions of Executive's job for one hundred twenty (120) days out of any three hundred sixty-five (365) day period or ninety (90) consecutive days, with or without reasonable accommodation, by reason of any medically determinable physical or mental impairment.

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(b) **Cause.** Executive's employment may be terminated at any time by the Company for Cause (as defined below) or without Cause, in any case, in accordance with the terms of this Agreement. For purposes of this Agreement, **Cause** shall mean the occurrence of one or more of the following:

(i) the commission by Executive of any act of fraud, material dishonesty or embezzlement against the Company or any of its affiliates or otherwise in connection with the performance of Executive's services under this Agreement or otherwise involving the Company or any such affiliate;

(ii) Executive's commission of, or pleading guilty or no contest to, a felony or other crime involving moral turpitude;

(iii) Executive's performance of acts which are or could reasonably be expected to become materially detrimental to the Company or any of its affiliates;

(iv) Executive's breach of this Agreement or any other written agreement between Executive and the Company or its affiliates and Executive's failure to cure the same, to the extent capable of cure, within fifteen (15) days after receiving written notice from the Company (other than by reason of Executive's Disability);

(v) Executive's commission of a violation of any applicable Company policy, including, without limitation, policies addressing confidentiality, non-solicitation or non-competition, and Executive's failure to cure the same, to the extent capable of cure, within fifteen (15) days after receiving written notice from the Company;

(vi) Executive's willful failure to substantially perform or gross neglect of Executive's duties (including, but not limited to, Executive's failure to follow any lawful directive from the Company (or any of its affiliates) within the reasonable scope of Executive's duties) and Executive's failure to correct

the same (if capable of correction) within fifteen (15) days following Executive's receipt of written notice thereof (provided, however, that for avoidance of doubt, such failure shall not be measured by economic performance, productivity or a similar measure of the performance of Company or its affiliates or any unit or division thereof), in any case, other than as a result of Disability; or

(vii) Executive's use of alcohol or illicit drugs in a manner that has or may reasonably be expected to have a detrimental effect on Executive's performance, Executive's duties to the Company (or any of its affiliates), or the reputation of the Company or its affiliates.

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(c) **Good Reason.** Executive may voluntarily terminate Executive's employment hereunder for Good Reason (as defined below) in accordance with this Section 5(c). For purposes of this Agreement, "Good Reason" shall mean any one or more of the following actions by the Company without Executive's prior written consent: (i) a material reduction in Executive's Base Salary by the Company; (ii) a material diminution in Executive's authority, duties or responsibilities hereunder; (iii) a requirement to report to any corporate officer or employee other than the Company's President and Chief Executive Officer; or (iv) a relocation of Executive's principal place of employment by more than twenty-five (25) miles from Executive's current principal place of employment in Sarasota, Florida. Notwithstanding the foregoing, Executive's termination shall not constitute a termination for "Good Reason" unless (x) Executive first provides the Company or its successor with written notice of such event within thirty (30) days after Executive becomes aware of the occurrence of such event, (y) to the extent correctable, the Company or its successor fails to cure the circumstance or event so identified within thirty (30) days after receipt of such notice, and (z) the effective date of Executive's termination for Good Reason occurs no later than thirty (30) days after the expiration of the Company's cure period.

(d) **Expiration; Nonrenewal.** Notwithstanding anything contained herein, in no event shall the expiration of the Employment Period (as may subsequently be extended or renewed) or the Company's election not to renew or extend the Employment Period or Executive's employment with the Company constitute a termination of Executive's employment by the Company without Cause.

(e) **Other Terminations.** Executive may voluntarily terminate Executive's employment with the Company hereunder without Good Reason at any time for any reason by delivery of a written notice of resignation to the Company setting forth the date of resignation and giving at least thirty (30) days' advance written notice of such resignation. Notwithstanding the foregoing, in the event that Executive terminates his/her employment without Good Reason, the Company may, in its sole discretion, waive all or any portion of Executive's resignation notice period (without payment in lieu thereof). In addition, Executive may voluntarily terminate Executive's employment with the Company hereunder upon Executive's Retirement. For purposes of this Agreement, "Retirement" shall mean Executive's voluntary retirement as an employee of the Company on or after the date on which Executive has (a) attained at least sixty (60) years of age and (b) completed at least ten (10) years of service with the Company or any subsidiary; *provided* that Executive has provided the Company with at least six (6) months' advance written notice of Executive's retirement. For avoidance of doubt, if Executive's employment with the Company terminates for any reason during such notice period, such termination shall not be deemed to have occurred by reason of Executive's Retirement for purposes of this Agreement.

6. Obligations of the Company upon Termination.

(a) **General.** In the event that Executive's employment under this Agreement terminates during the Employment Period for any reason, upon such termination, the Company shall pay to Executive (or Executive's estate) in a single lump sum payment, within thirty (30) days after the Date of Termination (as defined below), or such earlier date as may be required by applicable law, the aggregate amount (in each case, if any) of (i) any earned but unpaid Base Salary, (ii) any accrued, but unused vacation and (iii) unreimbursed business expenses incurred prior to the Date of Termination that are reimbursable in accordance with Section 4(f) above and which have been properly substantiated in accordance with applicable Company policy as of the Date of Termination (together, the "Accrued Obligations"). In addition, upon a termination of Executive's employment during the Employment Period for any reason, vested benefits (if any) under any employee benefit plans and any then-outstanding equity-based awards in the REIT, Lineage OP, LP, or any of their respective subsidiaries or affiliates held

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by Executive as of such Date of Termination shall be governed by the terms and conditions of the applicable plan and award agreement(s).

(b) **Termination Without Cause or For Good Reason.** If, during the Employment Period, the Company terminates Executive's employment without Cause or Executive resigns his employment for Good Reason (it being understood that in no event shall a termination of Executive's employment upon or following the expiration of the Employment Period constitute a termination of Executive's employment by the Company without Cause or by Executive for Good Reason), then, in either case, upon Executive's "separation from service" from the Company (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code")) (a "Separation from Service" and the date of any such Separation from Service, the "Date of Termination"), subject to and conditioned upon Executive's timely execution and non-revocation of a general release of claims substantially in the form attached hereto as Exhibit A (the "Release") and Executive's continued compliance with the Restrictive Covenants Agreements (as defined below), the Company shall pay or provide to Executive, in addition to the Accrued Obligations, the following (the "Severance"):

(i) a cash amount equal to the sum of (x) twelve (12) months (or in the case of a Change in Control Termination (as defined below), eighteen (18) months) of Executive's Base Salary and (y) one (1) times (or in the case of a Change in Control Termination, one and one-half (1.5) times) Executive's Target Bonus, in each case, based on Executive's Base Salary and Target Bonus in effect as of the Date of Termination, payable in substantially equal installments in accordance with the Company's customary payroll practices during the twelve (12)-month (or in the case of a Change in Control Termination, eighteen (18)-month) period following the Date of Termination;

(ii) any unpaid Annual Bonus (if any) for the fiscal year immediately preceding the year during which such termination occurs to the extent that the attainment of Company, divisional, individual and/or other performance objectives have been achieved by the Company and/or Executive in accordance with the applicable bonus plan or program maintained by the Company, (the "Prior Year Bonus"), payable in one lump sum as promptly as practical after the Release becomes effective and irrevocable (subject to the hanging paragraph below), but in no event later than sixty (60) days following the Date of Termination; and

(iii) subject to Executive's valid election to continue healthcare coverage under Section 4980B of the Code, during the period commencing on the Date of Termination and ending on the twelve (12)-month (or in the case of a Change in Control Termination, eighteen (18)-month) anniversary of the Date of Termination or, if earlier, the date on which Executive becomes eligible for coverage under a subsequent employer's group health plan (in any case, the "COBRA Period"), the Company shall pay to Executive an amount equal to the cost of coverage under the Company's group health plan (if any) at the same levels and costs in effect on the Date of Termination (the "COBRA Payment") for Executive's use toward securing continued health insurance (whether through COBRA or otherwise). The COBRA Payment shall be paid to Executive in substantially equal monthly installments over the COBRA Period and the COBRA Payment shall continue during the COBRA Period if the continuation healthcare coverage under Section 4980B of the Code expires under its terms.

For purposes of this Agreement, a "Change in Control Termination", means a termination of Executive's employment by the Company without Cause or by Executive for Good Reason, in either case, on or within eighteen (18) months following a Change in Control (as defined in the

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Company's 2024 Incentive Award Plan, as may be amended from time to time, or any successor plan thereto).

(c) **Termination at Expiration; Death, Disability, Retirement.** If Executive's employment hereunder terminates upon expiration of the Employment Period (as may subsequently be extended or renewed) or due to Executive's death, Disability or Retirement, then, in such case, upon such termination, subject to and conditioned upon Executive's timely execution and non-revocation of Release substantially in the form attached hereto as Exhibit A and Executive's continued compliance with the Restrictive Covenants Agreements, the Company shall pay or provide to Executive, in addition to the Accrued Obligations, the Prior Year Bonus (if any), payable in one lump sum as promptly as practical after the Release becomes effective and irrevocable (subject to the hanging paragraph below), but in no event later than sixty (60) days following the Date of Termination. Such Prior Year Bonus, if any, shall also be referred to as Severance if this paragraph is operative rather than the foregoing paragraph (b).

Notwithstanding the foregoing, (i) no Severance payments or benefits under Sections 6(b) or (c) shall be made prior to the date on which the Release becomes effective and irrevocable, and amounts otherwise payable prior to such first payroll date shall be paid on such date without interest thereon (ii) if the aggregate period during which Executive is entitled to consider and/or revoke the Release spans two (2) calendar years, no Severance payments or benefits under Sections 6(b) or (c) shall be made prior to the beginning of the second (2nd) such calendar year (and any payments otherwise payable prior thereto (if any)) shall instead be paid on the first regularly scheduled Company payroll date occurring in the latter such calendar year (or if later, the first regularly scheduled Company payroll date following Release effectiveness) and (iii) upon any breach by Executive of the Restrictive Covenants Agreements on or following the Date of Termination, (A) any unpaid portion of the Severance payments or benefits (as applicable) shall cease to be payable and shall be forfeited by Executive upon such

breach, and (B) any Severance payments or benefits paid to Executive on or after the date of any such breach shall be repaid by Executive to the Company immediately upon demand therefor.

(d) **Other Terminations.** If Executive's employment is terminated for any reason not described in Sections 6(b) or (c) above (including, without limitation, due to Executive's death or Disability, a termination by the Company for Cause, or a resignation by Executive without Good Reason or any termination after the expiration of the Employment Period), the Company will pay Executive only the Accrued Obligations within thirty (30) days after the Date of Termination (or such earlier date as may be required under applicable law). Vested benefits (if any) under any employee benefit plans shall be governed by the terms and conditions of the applicable plans.

(e) **Termination of Offices and Directorships; Full Settlement.** Upon termination of Executive's employment for any reason, unless otherwise specified in a written agreement between Executive and the Company, Executive shall be deemed to have resigned from all offices, directorships, and other employment positions then held with the Company or its affiliates and shall take all actions reasonably requested by the Company to effectuate the foregoing. Except for any indemnification rights that Executive may have under the Company's D&O policy or governance documents or as otherwise expressly provided in this Agreement, the Company shall have no further obligations, and Executive shall have no further rights or entitlements, in connection with or following Executive's termination of employment.

(f) **Return of Property.** Upon termination of Executive's employment for any reason, Executive shall return to the Company (or, as applicable, any of its affiliates): (i) all keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and

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printers, wireless handheld devices, cellular phones and pagers), access or credit cards, Company identification, and any other Company-owned property in Executive's possession or control, and (ii) all documents and copies, including hard and electronic copies, of documents in Executive's possession relating to any Confidential Information (as defined in the applicable Restrictive Covenants Agreement) including without limitation, internal and external business forms, manuals, correspondence, notes and computer programs, and Executive shall not make or retain any copy or extract of any of the foregoing.

7. **Restrictive Covenants.** Executive acknowledges and agrees that Executive has entered into (i) that certain Proprietary Information, Inventions, Non-Solicitation Agreement, dated April 18, 2023 and (ii) that certain Confidentiality Agreement, dated April 19, 2023, each with the Company or its affiliates (together, the **"Restrictive Covenants Agreements"**). Executive acknowledges and agrees that Executive shall be bound by, and comply with Executive's obligations under, the Restrictive Covenants Agreements.

8. **Arbitration.**

(a) Any controversy or dispute that establishes a legal or equitable cause of action ("**Arbitration Claim**"), between any two or more Persons Subject to Arbitration (as defined below), including without limitation, any controversy or dispute, whether based on contract, common law, or federal, state or local statute or regulation, arising out of, or relating to Executive's employment or the termination thereof, shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute. Notwithstanding the foregoing, this Agreement shall not require any Person Subject to Arbitration to arbitrate pursuant to this Agreement any claims: (i) under a Company benefit plan subject to the Employee Retirement Income Security Act, as amended; (ii) for unemployment or workers' compensation benefits; (iii) of sexual harassment or sexual assault arising under federal, state, local, or tribal law, unless Executive elects to arbitrate such disputes; (iv) brought before the Equal Employment Opportunity Commission or similar state or local agency, if Executive is required to exhaust Executive's administrative remedies; provided, that any appeal from an award or denial of an award by any such agency or any further action upon receipt of a right-to-sue letter shall be arbitrated pursuant to the terms of this Agreement; (v) as to which applicable law not preempted by the Federal Arbitration Act prohibits resolution by binding arbitration hereof; or (vi) brought by the Company pursuant to Section 7 hereof (or under the agreements referenced therein). Either party hereto may seek provisional non-monetary remedies in a court of competent jurisdiction to the extent that such remedies are not available or not available in a timely fashion through arbitration. It is the parties' intent that issues of arbitrability of any dispute shall be decided by the arbitrator.

(b) "**Persons Subject to Arbitration**" means, individually and collectively, (i) Executive, (ii) any person in privity with or claiming through, on behalf of or in the right of Executive, (iii) the Company, (iv) any past, present or future affiliate, employee, officer, director or agent of the Company, and/or (v) any person or entity alleged to be acting in concert with or to be jointly liable with any of the foregoing.

(c) The arbitration shall take place before a single neutral arbitrator at the JAMS office in Miami, Florida, pursuant to JAMS's Employment Arbitration Rules & Procedures, available at <https://www.jamsadr.com/rules-employment-arbitration/English>. Such arbitrator shall be provided through JAMS by mutual agreement of the parties to the arbitration; provided that, absent such agreement, the arbitrator shall be selected in accordance with the rules of JAMS then

in effect. The arbitrator shall permit reasonable discovery. The arbitration shall be conducted in accordance with the JAMS rules applicable to employment disputes in effect at the time of the arbitration. The award or

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decision of the arbitrator shall be rendered in writing; shall be final and binding on the parties; and may be enforced by judgment or order of a court of competent jurisdiction.

(d) In the event of arbitration relating to this Agreement, the non-prevailing party shall reimburse the prevailing party for all costs incurred by the prevailing party in connection with such arbitration (including, without limitation, reasonable legal fees in connection with such arbitration, including any litigation or appeal therefrom).

(e) WAIVER OF TRIAL BY JURY OR COURT. EXECUTIVE AND THE COMPANY UNDERSTAND THAT BY AGREEING TO ARBITRATE ANY ARBITRATION CLAIM, THEY WILL NOT HAVE THE RIGHT TO HAVE ANY ARBITRATION CLAIM DECIDED BY A JURY OR A COURT, BUT SHALL INSTEAD HAVE ANY ARBITRATION CLAIM DECIDED THROUGH ARBITRATION.

(f) WAIVER OF OTHER RIGHTS. EXECUTIVE AND THE COMPANY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO BRING CLAIMS COVERED BY THIS AGREEMENT OTHER THAN IN THEIR INDIVIDUAL CAPACITIES. EXCEPT AS MAY BE PROHIBITED BY LAW, THIS WAIVER INCLUDES THE ABILITY TO ASSERT CLAIMS AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

(g) Severability; Conformance to Applicable Law. This Section 8 shall be interpreted to conform to any applicable law concerning the terms and enforcement of agreements to arbitrate employment disputes. To the extent any terms or conditions of this Section 8 would preclude its enforcement, such terms shall be severed or interpreted in a manner to allow for the enforcement of this Section 8. To the extent applicable law imposes additional requirements to allow enforcement of this Section 8, this Agreement shall be interpreted to include such terms or conditions.

9. Section 280G Best Pay Cap.

(a) Notwithstanding any other provision of this Agreement, in the event that any payment or benefit received or to be received by Executive (including any payment or benefit received in connection with a termination of Executive's employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement) (all such payments and benefits, including the payments and benefits under Section 6 of this Agreement, the "**Total Payments**") would be subject (in whole or part) to the excise tax imposed under Section 4999 of the Code (the "**Excise Tax**"), then, after taking into account any reduction in the Total Payments provided by reason of Section 280G of the Code in such other plan, arrangement or agreement, Executive's remaining Total Payments shall be reduced to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax, but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes applicable to such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

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(b) For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments, the receipt or retention of which Executive has waived at such time and in such manner so as not to constitute a "payment" within the meaning of Section 280G(b) of the Code, will be taken into account; (ii) no portion of the Total Payments will be taken into account which, in the written opinion of an independent, nationally recognized accounting firm (the "**Independent Advisors**") selected by the Company, does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments will

be taken into account which, in the opinion of Independent Advisors, constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation; and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Independent Advisors in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

10. **Assignment.** Neither the Company nor Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; *provided, however,* that the Company may assign its rights and obligations under this Agreement without the consent of Executive in the event that the Company shall hereafter effect a reorganization, consolidate with, or merge into, any person or transfer all or substantially all of its properties or assets to any person. This Agreement shall inure to the benefit of and be binding upon the Company and Executive, their respective successors, executors, administrators, heirs and permitted assigns.

11. **Notice.** For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered either personally, by e-mail transmission, by reputable overnight courier or by United States certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive:

At Executive's last known address and/or e-mail address evidenced on the Company's records.

If to the Company:

Lineage, Inc.

1 Park Plaza, Suite 550

Irvine, California 92614

Attn: Chairman of the Board of Directors

e-mail: adam@bay-grove.com

Attn: General Counsel

e-mail: nmatsler@onelineage.com or to such other address as any party may have furnished to the other in writing in accordance with this Agreement, except that notices of change of address shall be effective only upon receipt.

12. **Section 409A.**

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(a) To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretative guidance issued thereunder, including without limitation any such regulations or other such guidance that may be issued after the Effective Date (collectively, "**Section 409A**"). Notwithstanding any provision of this Agreement to the contrary, in the event that following the Effective Date, the Company determines that any compensation or benefits payable under this Agreement may be subject to Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effect), or take any other actions that the Company determines are necessary or appropriate to preserve the intended tax treatment of the compensation and benefits payable hereunder, including without limitation actions intended to (i) exempt the compensation and benefits payable under this Agreement from Section 409A, and/or (ii) comply with the requirements of Section 409A, *provided, however,* that this Section 12 does not, and shall not be construed so as to, create any obligation on the part of the Company to adopt any such amendments, policies or procedures or to take any other such actions or to create any liability on the part of the Company for any failure to do so. Executive shall be solely liable for any taxes imposed on him under or by operation of Section 409A.

(b) Any right to a series of installment payments pursuant to this Agreement is to be treated as a right to a series of separate payments.

(c) Notwithstanding anything to the contrary in this Agreement, no compensation or benefits, including without limitation any Severance payments under Section 6 hereof, shall be paid to Executive during the six (6)-month period following Executive's Separation from Service if the Company determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6)-month period (or such earlier date upon which such amount can be paid under Section 409A of the Code without resulting in a prohibited distribution, including as a result of Executive's death), the Company shall pay Executive a lump-sum amount equal to the cumulative amount that would have otherwise been payable to Executive during such period (without interest).

(d) To the extent that any payments or reimbursements provided to Executive under this Agreement are deemed to constitute compensation to which Treasury Regulation Section 1.409A-3(i)(1)(iv) would apply, such amounts shall be paid or reimbursed to Executive reasonably promptly, but not later than December 31 of the year following the year in which the expense was incurred. The amount of any such payments eligible for reimbursement in one year shall not affect the payments or expenses that are eligible for payment or reimbursement in any other taxable year, and Executive's right to such payments or reimbursement shall not be subject to liquidation or exchange for any other benefit. Executive acknowledges and agrees that it is Executive's sole responsibility to timely substantiate any such expenses in order to ensure timely payment in accordance with the foregoing and the applicable requirements of Section 409A.

13. **Withholding.** All payments hereunder will be subject to any required withholding of federal, state and local taxes pursuant to any applicable law or regulation and the Company shall be entitled to withhold any and all such taxes from amounts payable hereunder.

14. **Amendment; Waiver; Survival.** No provisions of this Agreement may be amended, modified, or waived unless agreed to in writing and signed by Executive and by a duly authorized officer of the Company. No waiver by either party of any breach by the other party of any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same

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or at any prior or subsequent time. The respective rights and obligations of the parties under this Agreement shall survive Executive's termination of employment and the termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

15. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of law principles. Executive represents and warrants that Executive is in fact individually represented by legal counsel in negotiating the terms of this Agreement to designate either the venue or forum in which a controversy arising from this Agreement may be adjudicated or the choice of law to be applied.

16. **Validity.** The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

17. **Counterparts.** This Agreement may be executed manually or electronically in any number of counterparts, any of which may be executed and transmitted by facsimile or email (including portable document format (.PDF) and any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docusign.com), and each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

18. **Section Headings.** The section headings in this Agreement are for convenience of reference only, and they form no part of this Agreement and will not affect its interpretation.

19. **Entire Agreement.** This Agreement (together with any applicable equity award agreements between Executive and the Company or its affiliates and the Restrictive Covenants Agreements), sets forth the final and entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by the Company or its affiliates and Executive, or any representative of the Company (or its affiliates) or Executive, with respect to the subject matter hereof (including, without limitation, the Prior Employment Agreement).

20. **Further Assurances.** The parties hereby agree, without further consideration, to execute and deliver such other instruments and to take such other action as may reasonably be required to effectuate the terms and provisions of this Agreement.

[Signature Page Follows]

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Executive hereby represents and warrants to the Company that (a) Executive is entering into this Agreement voluntarily and that the performance of Executive's obligations hereunder will not violate any agreement between Executive and any other person, firm, organization or other entity, and (b) Executive is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or other party that would be violated by Executive's entering into this Agreement and/or providing services to the Company (or any of its subsidiaries or affiliates) pursuant to the terms of this Agreement. Without limiting the generality of the foregoing representations and warranties by Executive, the Company acknowledges that Executive has notified the Company of the restrictive covenants by which Executive remains bound in favor of Roper Technologies, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

"REIT"

Lineage, Inc.

By: /s/ Adam Forste
Name: Adam Forste
Its: Co-Executive Chairman

"EMPLOYER"

Lineage Logistics Services, LLC

By: LLH Topco Holdings TRS, LLC
Its: Sole Member

By: Lineage Logistics Holdings, LLC
Its: Manager

By: Lineage OP, LLC
Its: Managing Member

By: Lineage, Inc.
Its: Managing Member

By: /s/ Adam Forste
Name: Adam Forste
Title: Co-Executive Chairman

[Signature Page to Amended and Restated Employment Agreement]

"LLH"

Lineage Logistics Holdings, LLC

By: Lineage OP, LP
Its: Managing Member

By: Lineage, Inc.
Its: Managing Member

By: /s/ Adam Forste
Name: Adam Forste
Its: Co-Executive Chairman

"EXECUTIVE"

/s/ Rob Crisci
Name: Rob Crisci

[Signature Page to Amended and Restated Employment Agreement]

Exhibit A

General Release

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned does hereby release and forever discharge the **Releasees** hereunder, consisting of Lineage, Inc. (the "**REIT**"), Lineage Logistics Services, LLC (the "**Employer**", together with the REIT, the "**Company**"), Lineage OP, LP and their respective partners, subsidiaries, associates, affiliates, successors, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys' fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "**Claims**"), which the undersigned now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof.

The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or related to the employment or termination of employment of the undersigned by the Releasees, or any of them; any alleged breach of any express or implied contract of employment; any alleged torts or other alleged legal restrictions on Releasees' right to terminate the employment of the undersigned; and any alleged violation of any federal, state or local statute or ordinance including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 ("**ADEA**"), the Americans With Disabilities Act, the Equal Pay Act, the Fair Labor Standards Act, the Fair Credit Reporting Act, the Older Workers Benefit Protection Act ("**OWBPA**"), the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act ("**WARN**"), the Family and Medical Leave Act, the Sarbanes-Oxley Act of 2002, []¹ as each may have been amended from time to time, and any other applicable federal, state or local law, including any order, statute, regulation, constitution, ordinance, and common law. Notwithstanding the foregoing, this general release (the "**Release**") shall not operate to release any rights or claims of the undersigned (i) to payments or benefits under Section 6[(b)]/[(c)]² of that certain Amended and Restated Employment Agreement, dated as of July 26, 2024, by and between the undersigned and the Company (the "**Employment Agreement**"), which payments and benefits (among other good and valuable consideration) are provided in exchange for this Release, (ii) to any Claims for indemnification arising under any applicable indemnification obligation of the Company, (iii) to report to, provide information to, cooperate in any investigation or other proceeding conducted by, or receive a whistleblower award from the Securities and Exchange Commission, the Commodity Futures Trading Commission, the Department of Justice, or any other federal, state or local governmental or regulatory body or official; (iv) file a charge of discrimination with the Equal Employment Opportunity Commission or analogous state or local governmental agency (the "**EEOC**"); provided, however, Executive releases Executive's right to receive damages or other relief awarded in any such proceeding by or before the EEOC; (v) to any Claims for unemployment benefits or workers' compensation benefits or which cannot be waived by an employee under applicable law, or (vi) to any Claims the undersigned may have solely in the undersigned's capacity as an equityholder of the Company or any of its affiliates, subsidiaries, partners, members, successors or assigns; or (v) vested benefits (if any) under any employee benefit plans of the Company or its affiliates.

¹ Local law references to be added, as applicable.

² To be updated.

Exhibit A

THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

THE UNDERSIGNED, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS THE UNDERSIGNED MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

IN ACCORDANCE WITH THE OLDER WORKERS BENEFIT PROTECTION ACT OF 1990, THE UNDERSIGNED IS HEREBY ADVISED AS FOLLOWS:

- A. THE UNDERSIGNED IS HEREBY ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE;
- B. THE UNDERSIGNED HAS AT LEAST [TWENTY-ONE (21)]³ DAYS TO CONSIDER THIS RELEASE BEFORE SIGNING IT. IF THE UNDERSIGNED SIGNS THIS RELEASE PRIOR TO THE EXPIRATION OF THE [TWENTY-ONE (21)] DAY PERIOD, THE UNDERSIGNED WAIVES THE REMAINDER OF THAT PERIOD. UNDERSIGNED WAIVES THE RESTARTING OF THE [TWENTY-ONE (21)] DAY PERIOD IN THE EVENT OF ANY MODIFICATION OF THIS RELEASE, WHETHER OR NOT MATERIAL; AND
- C. THE UNDERSIGNED HAS SEVEN (7) DAYS AFTER SIGNING THIS RELEASE TO REVOKE THIS RELEASE, AND, PROVIDED THE UNDERSIGNED DOES NOT SO REVOKE THIS RELEASE, THIS RELEASE WILL BECOME EFFECTIVE UPON THE EIGHTH (8TH) DAY AFTER THE UNDERSIGNED EXECUTES THIS RELEASE.

If the undersigned wishes to revoke this Release, the undersigned must deliver written notice (which may be by email), stating the undersigned's intent to revoke to [], at [], on or before 5:00 p.m. (ET) on the seventh (7th) day after the date on which the undersigned signs this Release. The undersigned acknowledges that if the undersigned fails to timely execute and deliver the Release to the Company or timely revokes this Release, the undersigned will not receive any payments or benefits pursuant to Section 6[(b)]/[(c)] of the Employment Agreement.

The undersigned represents and warrants that there has been no assignment or other transfer of any interest in any Claim which the undersigned may have against Releasees, or any of them, and the undersigned agrees to indemnify and hold Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses and attorneys' fees incurred by Releasees, or any of them, as the result of any such assignment or transfer or any rights or Claims under any such assignment or

³ If at least one other termination is contemplated at the time of the undersigned's termination, this may need to be increased to 45 days and additional disclosure under the OWBPA may be needed.

Exhibit A

transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Releasees against the undersigned under this indemnity.

The undersigned agrees that if the undersigned hereafter commences any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then the undersigned agrees to pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all attorneys' fees incurred by Releasees in defending or otherwise responding to said suit or Claim; provided, nothing herein shall restrict the undersigned from challenging the knowing and voluntary nature of this Release under the ADEA before a court of competent jurisdiction or the EEOC; provided, further, nothing herein shall limit such court's or the EEOC's ability to offset any compensation awarded to the undersigned upon such a challenge by the amount of consideration received under Section 6[(b)]/[(c)] of the Employment Agreement.

The undersigned further understands and agrees that neither the payment of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releasees, or any of them, who have consistently taken the position that they have no liability

whatsoever to the undersigned.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this Release this ____ day of _____, 20___.

Rob Crisci

Exhibit A

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Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) AND RULE 15d-14(a) OF THE EXCHANGE ACT,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Greg Lehmkuhl, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Lineage, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

Exhibit 31.1

- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: 8/21/11/06/2024

By: I/ Greg Lehmkuhl

Greg Lehmkuhl

President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) AND RULE 15d-14(a) OF THE EXCHANGE ACT
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert Crisci, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Lineage, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

Exhibit 31.2

- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: 8/21/11/06/2024

By: /s/ Robert Crisci

Robert Crisci

Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Lineage, Inc. (the "Company") for the period ended June 30, 2024 September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Greg Lehmkuhl, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: 8/21/11/06/2024

By: /s/ Greg Lehmkuhl

Greg Lehmkuhl

President and Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Lineage, Inc. (the "Company") for the period ended June 30, 2024 September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert Crisci, Chief Financial Officer of the company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: 8/21/11/06/2024

By: /s/ Robert Crisci

Robert Crisci

Chief Financial Officer

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