



STRICTLY PRIVATE AND CONFIDENTIAL

CK Asset Holdings Limited
7th Floor
Cheung Kong Center
2 Queen's Road Central
Hong Kong

For the attention of Yue Seng Chiu

21 July 2022

Dear Sirs

PROJECT CARITAS

CK Asset Holdings Limited (“CKA”, “you” or “your”) has expressed an interest in the Proposal and in consideration of Civitas Social Housing PLC (the “Company”, “us”, “our”), members of our Group and our respective Agents making available to you, your Group and your respective Agents the Confidential Information you hereby agree with and acknowledge and undertake to us on the terms set out below.

1 INTERPRETATION

1.1 In this letter:

“**acting in concert**” means actively co-operating pursuant to an agreement or understanding (whether formal or informal) in the acquisition (directly or indirectly) of securities of the Company to obtain or consolidate control of the Company (control having the meaning given to it by the Takeover Code);

“**Agents**” means directors, officers, employees, agents, partners, and professional advisers and contractors (and their respective directors, officers, employees, agents and partners), provided that, CIM shall be regarded as our Agent and not your Agent in connection with the Proposal;

“**Applicable Authorities**” means any applicable regulatory, governmental or supervisory organisation, stock exchange or any court of competent jurisdiction, in each case to whose jurisdiction, regulation or supervision a person (or any member of its Group) is subject, including but not limited to the Panel, and in relation to CKA, The Stock Exchange of Hong Kong Limited;

Civitas Social Housing PLC, Beaufort House, 51 New North Road, Exeter EX4 4EP

T. +44 (0)1392 477500 F. +44 (0)1392 253282

Registered in England & Wales No: 10402528

An investment company under Section 833 Companies Act 2006

"**Applicable Laws**" means laws, regulations, rules or orders by Applicable Authorities including but not limited to the Takeover Code, and in relation to CKA, Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, or any guidance promulgated by The Stock Exchange of Hong Kong Limited from time to time, and the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong);

"**CAM**" means Civitas Asset Management Limited;

"**CIM**" means Civitas Investment Management Limited;

"**Company**" means Civitas Social Housing PLC;

"**Confidential Information**" means:

- (a) all Information relating directly or indirectly to the Proposal including the existence of the Proposal and this letter and of the discussions and negotiations between you and us (or in each case your and our Agents) and our willingness to enter into such discussions and negotiations with you or any other party; and
- (b) all Information relating to any member of our Group including, without limitation, Information relating to the property, assets, business, trading practices, plans, proposals and/or trading prospects of any member of our Group, disclosed in any way (and whether directly or indirectly or on or after the date of this letter) by us or any member of our Group or from any of our respective Agents,

and includes all copies of any such Information and Information prepared by you or your Agents which contains or otherwise reflects or is generated from such Information,

BUT EXCLUDING:

- (i) all Information that is in, or has (after disclosure to you, members of your Group or your respective Agents) entered, the public domain otherwise than (a) as a direct consequence of any breach of any undertaking contained in or given pursuant to this letter or (b) which you know (or ought reasonably to have known having made reasonable enquiry) to have been disclosed in breach of any duty of confidentiality owed to us or any member of our Group or our respective Agents; and
- (ii) all Information that you can show by your or their written records (or other reasonable evidence) was properly and lawfully in your or members of your Group's or your respective Agents' possession prior to the time that it was disclosed by us or any member of our Group or our respective Agents and provided that such Information is not known by you to be subject to any other duty of confidentiality owed to us or any member of our Group or our respective Agents;

"**Group**" means in relation to any person, it and its subsidiary undertakings and associated undertakings from time to time, but, in relation to CKA, excluding CIM; where subsidiary undertaking and associated undertaking each having the meaning ascribed to it in section 1162 of the Companies Act 2006 and paragraph 19 of Schedule

6 of The Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 SI 2008/410 respectively (but for this purpose ignoring paragraph 19(1)(b) of Schedule 6 of those Regulations);

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

“**Offer**” has the meaning given in the Takeover Code;

“**Panel**” means the Panel on Takeovers and Mergers;

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

“**Proposal**” means an Offer to be made in accordance with the Takeover Code by CKA (or a member of its Group) to acquire the entire issued share capital of the Company;

“**securities**” means any shares or security in the capital of the relevant company, any option to acquire any such share or security and any derivative relating to, or any rights whatsoever in respect of, any such share or securities;

“**Takeover Code**” means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel; and

“**UK**” means the United Kingdom of Great Britain and Northern Ireland.

- 1.2 The obligations expressed to be undertaken by you are obligations you owe to us and to each member of our Group.

2 CONFIDENTIAL INFORMATION

- 2.1 You will treat and keep all Confidential Information as secret and confidential and will not, without our prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than as provided in paragraph 3. You will ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to your own confidential information and in any case no less than reasonable measures and a reasonable degree of care.
- 2.2 You will not use any Confidential Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than directly in connection with your appraisal of our Group for the purpose of negotiations in connection with the Proposal.
- 2.3 You will not make, or permit or procure to be made, any copies in any form of the Confidential Information except (a) for the purpose of supplying Confidential

Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter or (b) with our prior written consent.

3 EXCEPTIONS AND RESTRICTIONS

- 3.1 The restrictions in sub-paragraphs 2.1 and 2.3 do not apply to the disclosure of Confidential Information:
- (a) to any member of your Group, your and their respective Agents (provided that you inform us in writing the names of your professional adviser firms engaged or to be engaged in connection with the Proposal prior to disclosure of Information falling within sub-paragraph (b) of the definition of Confidential Information being made) who (in CKA's reasonable opinion) need to receive and consider Confidential Information for the purposes of the Proposal;
 - (b) which is required to be disclosed by Applicable Laws (but subject to paragraph 5).
- 3.2 You will ensure that each person to whom any Confidential Information is disclosed by you in accordance with sub-paragraphs 3.1(a) and 3.1(b) observes its terms as if they were a party to the letter.
- 3.3 You will be responsible for any breach of the terms of this letter by any person to whom you disclose Confidential Information under this paragraph 3.

4 RECORDS AND RETURN OF CONFIDENTIAL INFORMATION

You will ensure that lists are maintained of the members of your Group and your professional adviser firms who have received or have access to Confidential Information. You will, upon demand by us or if you cease to be interested in the Proposal:

- (a) within seven days of such demand or cessation of interest, destroy or return to us (at CKA's option and as far as reasonably practicable to do so) all hard copy documents and all other materials which are in a form reasonably capable of delivery containing or reflecting any Confidential Information and all copies thereof which have been made by or on behalf of you or your Agents; and
- (b) ensure that where Confidential Information has not been returned or destroyed under (a) above, no step will be taken to access or recover such Confidential Information from any computer, word-processor, telephone or other device containing such information or which is otherwise stored or held in electronic, digital or other machine readable form. You will continue to hold such Confidential Information subject to the terms of this letter.

Notwithstanding the obligations in this paragraph, you will be entitled to retain such copies of such Information as is required to be retained by Applicable Laws or internal compliance procedures and such Information will continue to be held subject to the terms of this letter.

5 ANNOUNCEMENTS AND DISCLOSURE

- 5.1 Subject to the sub-paragraphs of this paragraph 5 below, and other than as provided by paragraph 3, you will not make, or permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of any Confidential Information, including your prospective interest in the Proposal and/or the transaction contemplated by the Proposal, without our prior written consent.
- 5.2 If you become required by Applicable Laws or requested by Applicable Authorities to disclose any Confidential Information, you will, where and to the extent permitted by such Applicable Laws and Applicable Authorities and reasonably practicable to do so, promptly notify us so that we may seek any appropriate means to prevent or minimise that disclosure or waive compliance with the provisions of this letter.
- 5.3 Where you make disclosure of Confidential Information under sub-paragraph 5.2, the disclosure will (to the extent permitted by Applicable Laws and Applicable Authorities and reasonably practicable to do so) be made only after prompt consultation with us and after taking into account our reasonable requirements as to its timing, content and manner of making.
- 5.4 Where in accordance with sub-paragraph 5.3, you are not permitted to consult with us before disclosure is made you will, to the extent permitted by Applicable Laws and Applicable Authorities, inform us of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made.
- 5.5 You will, to the extent permitted by Applicable Laws and Applicable Authorities, notify us of the circumstances (to the extent known to you) of any breach of this letter as soon as reasonably practicable following you becoming aware of such breach.
- 5.6 Nothing in this letter shall prevent CKA (or a member of its Group) from making an announcement in response to an announcement issued by or on behalf of the Company pursuant to Rule 2.4 of the Takeover Code which identifies CKA as a potential offeror, provided that any Confidential Information that is disclosed in such announcement relates only to the Proposal as set out in paragraph (a) of the definition of "Confidential Information".
- 5.7 Any notification required pursuant to this letter will be made by telephone, or email to the person whose contact details are set out at the end of this letter or to such other person or contact numbers as you may be notified in writing from time to time.

6 APPROACHES TO US, MEMBERS OF OUR GROUP AND OTHERS

- 6.1 You will only make contact in connection with the Proposal with:
- (a) the directors of the Company;
 - (b) nominated individuals at Cadwalader, Wickersham & Taft LLP, the Company's legal counsel in respect of the Proposal;
 - (c) nominated individuals at Panmure Gordon (UK) Limited, the Company's joint financial adviser in respect of the Proposal; and

- (d) nominated individuals at Liberum Capital Limited, the Company's joint financial adviser in respect of the Proposal.
- 6.2 You undertake that while negotiations regarding the Proposal are taking place you will not directly or indirectly, in connection with the Proposal, without our prior consent, make contact with any director, officer or employee of Civitas Asset Management Limited (other than Yue Seng Chiu and Eirene Yeung, being employees of the CKA Group appointed to the board of CAM), CIM or any of their subsidiaries. For the avoidance of doubt, nothing in this letter shall restrict CKA or any member of its Group or their respective Agents from contacting CAM, CIM or their respective directors, officers or employees in connection with matters unrelated to the Proposal (in particular, matters relating to CKA's assets which are under the management of CIM, or obtaining from CIM information relating to its advisory fee income).
- 6.3 You undertake that while negotiations regarding the Proposal are taking place or during the period of 12 months from the date of this letter you will not directly or indirectly in connection with the Proposal:
- (a) have contact with or accept any Information from any counterparty to any lease entered into by us or any member of our Group; or
 - (b) visit any of the properties owned by us or any member of our Group,
- in each case without our prior written consent. For the avoidance of doubt, nothing in this letter shall restrict conversations, interactions or actions carried out by CKA, any member of its Group or their respective Agents in their ordinary course of business unconnected with the Proposal (in particular, in relation to properties leased or owned by, or the social housing business of, CKA or its Group).
- 6.4 You undertake that you will not at any time, without our prior written consent, enter into any discussions or negotiations with or disclose any Confidential Information to any person: (i) who has been publicly identified as a possible or firm offeror for the Company, or (ii) for the purposes of creating or joining a consortium with that person, in each case in relation to the Proposal.

7 STANDSTILL

- 7.1 You agree that, subject to sub-paragraphs 7.2, 7.4 and 7.5, from the date of this letter until the date falling 12 months after the date of this letter you will not and will procure that any person acting in concert with you will not (directly or indirectly) without our prior written consent:
- (a) acquire or offer to acquire or enter into any agreement, arrangement or understanding (whether legally binding or not) to acquire or offer to acquire any interest in any securities of the Company other than securities issued pursuant to any rights granted in relation to securities of the Company held by such person on the date of this letter;
 - (b) enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions

on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any securities of the Company;

- (c) enter into any agreement, arrangement, understanding or transaction or do or omit to do any act as a result of which you or any person acting in concert with you will become obliged or required (whether under the Takeover Code or otherwise) to make any general offer or invitation to acquire any securities of the Company;
- (d) enter into any agreement, arrangement or understanding (whether legally binding or not) with any person relating to or in connection with the making by such person (or other person acting in concert with such person) of any offer, invitation or solicitation for any securities of the Company; or
- (e) announce any proposal to do any of the matters referred to in sub-paragraphs (a) to (d) above.

7.2 The obligations in sub-paragraph 7.1 will not apply:

- (a) to any person who acquires or disposes of any interest in securities of the Company in the ordinary course of that person's investment, trading or advisory business provided that such action did not arise directly or indirectly, from the instructions of, or otherwise in conjunction with or on behalf of, you; or
- (b) so as to prevent you from acquiring any company which holds any interest in securities of the Company except where the principal reason for the purchase is to acquire an interest in securities of the Company.

7.3 If you or any person acting in concert with you acquires any interest in securities of the Company in breach of sub-paragraph 7.1, then on request by the Company (without prejudice to any other right of the Company under this letter) you will, to the extent permitted by Applicable Laws (in particular, the Takeover Code) and any ruling or requirement of the Panel, dispose of or procure the disposal of such interest within 30 days.

7.4 Nothing in this letter will prevent you or any person acting in concert with you from:

- (a) acquiring securities of the Company (subject always to complying with the Takeover Code); or
- (b) undertaking any of the actions in sub-paragraph 7.1,

in each case with our prior written consent.

7.5 The restrictions contained in sub-paragraph 7.1 will not apply if:

- (a) you or any person acting in concert with you makes, or announces a firm intention to make, an Offer to acquire shares carrying over 50% of the voting rights (as defined in the Takeover Code) in the Company which has been recommended by, or with the agreement of, the board of directors of the Company;

- (b) a person (other than you or any person acting in concert with you) makes or announces a firm intention to make, an Offer to acquire shares carrying over 50% of the voting rights (as defined in the Takeover Code) in the Company;
- (c) a person (other than you or any person acting in concert with you) shall have become interested in shares carrying 30 per cent. or more of the votes ordinarily exercisable at general meetings of the Company, or announces in relation to the Company or the Company announces a Rule 9 waiver proposal pursuant to the Takeover Code which would otherwise requires a mandatory offer under Rule 9 of the Takeover Code;
- (d) an announcement is made by a person (other than you or any person acting in concert with you) or the Company in connection with a possible offer for the Company; or
- (e) a person (other than you or any person acting in concert with you) makes or announces an intention to make, an acquisition of all or substantially all of the undertakings, assets or business of the Company.

8 DURATION

Except where expressly provided otherwise in the terms of this letter, the obligations undertaken by you under this letter will continue for 24 months from the date of this letter. If the Proposal is successfully completed by you then the obligations contained in this letter will not apply to the extent that the Confidential Information relates solely to our Group.

9 PRINCIPAL

You confirm that you are acting in this matter as principal and not as nominee, agent or broker for or acting in concert (as defined in the Takeover Code) with any other person (other than, for the purpose of 'acting in concert', it is acknowledged that (i) certain individuals and entities (including your professional advisers) are presumed to be acting in concert with you under the Code; and (ii) the Panel has determined CIM will be presumed to be acting in concert with both you and us) and that you will be responsible for your own costs whether incurred by yourselves or your Agents in considering or pursuing the Proposal (whether or not it proceeds) and in complying with the terms of this letter.

10 NO OFFER

You agree that all Information, whether containing Confidential Information or otherwise, made available to you or your Agents prior to, in the course of, or for the purpose of, negotiations in relation to the Proposal, will not constitute an offer, inducement or invitation by, or on behalf of, ourselves, nor will those documents nor the Information contained in them form the basis of, or any representation in relation to, any contract.

11 NO REPRESENTATIONS

You acknowledge that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by us or by any member of our Group or our respective Agents as to the accuracy or completeness of the Confidential Information or any other Information supplied or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same. You further acknowledge that you will be responsible for making your own decisions on the Confidential Information and the Proposal. Accordingly, you agree that neither we nor any member of our Group nor our respective Agents will be liable for any direct, indirect or consequential loss or damage suffered by any person resulting from the use of the Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or any errors, omissions or misstatements made by any of them in connection with the Proposal. You agree that you will not place any reliance on any statement, representation, warranty or covenant (written, oral or in any other media) made by us or any member of our Group or our respective Agents in connection with the Confidential Information, the Proposal or any other matter contemplated hereby. Each statement in this paragraph is made subject to the terms of any definitive written agreement or agreements entered into between the parties relating to the Proposal and has no application and no effect of limiting or restricting any liability arising as a result of fraud.

12 INSIDER DEALING AND MARKET ABUSE

You acknowledge and agree that:

- (a) the Confidential Information is provided to you in confidence and you will not engage in any behaviour while in possession of the Confidential Information which would amount to market abuse for the purposes of, or is otherwise prohibited under, Regulation (EU) No 596/2014 on market abuse as it forms part of UK domestic law by virtue of the EUWA; and
- (b) the Proposal and some or all of the Confidential Information may constitute inside information for the purposes of the Criminal Justice Act 1993 (“CJA”) and accordingly by receiving such Confidential Information you may become an ‘insider’. You consent to being made an insider by virtue of receiving the Confidential Information and acknowledge that, subject to and in accordance with applicable law, you may not deal in securities that are price-affected securities (as defined in the CJA) in relation to any such inside information, encourage another person to deal in price-affected securities or disclose the information except as permitted by the CJA before the Confidential Information has been made public.

13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 13.1 The provisions of this letter confer benefits on the Company and each member of our Group (other than the Company, each a “**Third Party**”) and, subject to the remaining

terms of this paragraph 13, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.

- 13.2 Notwithstanding sub-paragraph 13.1 of this letter, this letter may be rescinded or varied in any way and at any time without the consent of any Third Party.

14 GENERAL

- 14.1 You acknowledge and agree that damages alone may not be an adequate remedy for any breach of this letter and/or breach of confidence. Accordingly, we may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence.
- 14.2 No failure or delay in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise. No modification to this letter or any waiver granted by us, any member of our Group or our respective Agents in respect of any action taken by you will be effective unless agreed in writing by us.
- 14.3 To the extent that any Confidential Information is covered or protected by privilege, then disclosing such Information to you or otherwise permitting disclosure of it does not constitute a waiver of privilege or any other rights which we or any member of our Group or our respective Agents may have in respect of such Confidential Information.
- 14.4 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 14.5 This letter will enure to the benefit of, and be enforceable by, our successors and assigns and you agree to procure that its terms are observed by any successors and assigns of your business or interests or any part thereof as if they had been party to this letter. You acknowledge and agree that we may assign the benefit of this letter in whole or in part to any person(s) who purchase all or part of the Company or its assets.
- 14.6 You acknowledge and agree that no right or licence is granted to you in relation to the Confidential Information except as expressly set forth in this letter.
- 14.7 The provisions of this letter will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.
- 14.8 Any consent to be given by us under the terms of this letter may be given on such terms as we determine or may not be given.
- 14.9 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts but will not be effective until each party has executed at least one counterpart. Delivery of an executed counterpart of a signature page of this letter by electronic imaging format (e.g., "pdf") shall be effective as delivery of a manually

executed counterpart of this letter. Each counterpart will constitute an original of this letter, but all the counterparts will together constitute but one and the same instrument.

- 14.10 This letter is to be governed by, and construed in accordance with, English law. Any matter, claim or dispute arising out of or in connection with this letter, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Proposal are to be governed by and determined in accordance with English law.
- 14.11 The courts of England have exclusive jurisdiction to decide any matter, claim or dispute arising out of or in connection with this letter, whether contractual or non-contractual, and for these purposes both the Company and CKA submit to the jurisdiction of the courts of England.
- 14.12 The parties agree that the courts of England are the most appropriate and convenient courts to decide any matter, claim or dispute arising out of or in connection with this letter, whether contractual or non-contractual, and accordingly neither the Company nor CKA will argue to the contrary.
- 14.13 You hereby irrevocably appoint the person identified below as your agent for service of process in England and Wales.

We should be grateful if you would confirm your acceptance of the terms of this letter by signing and returning to us the enclosed copy of this letter.

Yours faithfully

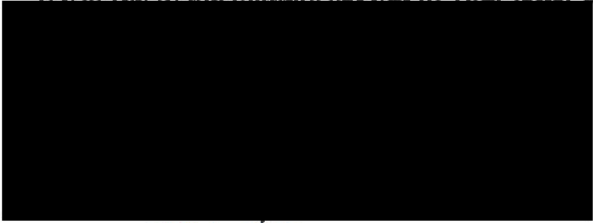


Civitas Social Housing PLC

Michael Wrobel
Chairman

To: Civitas Social Housing PLC

We agree to the matters set out in your letter dated 21 July 2022 (of which this is a copy).



Dated 21 July 2022
.....,
for and on behalf of **CK Asset Holdings Limited**
duly authorised officer

Agent for service of process:

Hutchison Property Group (UK) Limited

Hutchison House
5 Hester Road
London
SW11 4AN