

St. Modwen Properties PLC  
Park Point  
17 High Street  
Longbridge  
Birmingham B31 2UQ

The Blackstone Group International Partners LLP ("**Blackstone**")  
40 Berkeley Square  
London W1J 5AL

13 April 2021

Dear Blackstone,

**Project Alpha**

We refer to our recent discussions relating to your proposed purchase of the entire issued and to be issued share capital of St. Modwen Properties PLC.

1. **Definitions**

Capitalised terms or expressions are defined in the Schedule to this letter.

2. **Confidentiality undertaking**

In consideration of our making Information available to you, you unconditionally and irrevocably agree and undertake to us as set out in this letter.

3. **Use and disclosure of Information**

You and each Recipient will:

- (a) use the Information only for the purpose of the Proposed Transaction;
- (b) hold the Information in strict confidence; and
- (c) not directly or indirectly disclose any Information to any person other than:
  - (i) a Recipient (or you); or





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- (ii) potential providers of debt finance (the "**Permitted Persons**"), in connection with the Proposed Transaction and to their professional advisors engaged in relation to the Proposed Transaction provided that: (x) such persons are informed of the confidential nature of the information being provided and enter into and deliver to us a duly executed adherence letter to this letter (and each such person shall be deemed to be a Recipient of Blackstone); (y) you notify us of the identity of any Permitted Persons prior to disclosing Information; and (z) the written consent of the Company shall be required prior to the disclosure of Information to HSBC, Natwest, Santander, Barclays, Allied Irish Banks, Lloyds Bank or Homes England.

#### 4. Exceptions

The undertakings in paragraph 3 (*Use and disclosure of Information*) and paragraph 6 (*Return or destruction of Information*) do not apply to Information to the extent that any of the following circumstances apply to that Information:

- (a) the Information is already in the public domain when it is first disclosed to you or a Recipient;
- (b) the Information subsequently enters the public domain other than through a breach of this letter by you or a Recipient;
- (c) when the Information was first disclosed to you, it was already in your (or any Recipient's) lawful possession;
- (d) when the Information was first disclosed to a Recipient, it was already in that Recipient's (or your) lawful possession;
- (e) after the Information is first disclosed to you or a Recipient, you or they lawfully receive the Information from a third party who does not owe any member of the Company's Group an obligation of confidence in relation to it; or
- (f) the Information is required to be disclosed by applicable law or any rule, requirement or official request of any regulatory or governmental authority or any securities or investment exchange to which you or a Recipient are subject.

If you or a Recipient reasonably believes that paragraph 4(f) applies, you or they must, as far as it is practicable and lawful to do so, first consult us to give us an opportunity to contest the disclosure and then take into account our reasonable requirements about the proposed form, timing, nature and extent of the disclosure.

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If you are, or the relevant Recipient is, unable to consult with us before disclosure is made pursuant to paragraph 4(f), you or they must, to the extent not prohibited by that applicable law, rule or requirement, inform us of the form, timing, nature and extent of the disclosure as soon as reasonably practicable after that disclosure is made.

**5. All Recipients to comply with this letter**

- (a) You will ensure that each Recipient (to whom Information is disclosed) is aware of the terms of this letter.
- (b) You will ensure that each Recipient (to whom Information is disclosed) complies with the terms of this letter as if it had itself signed this letter and agreed to its terms.
- (c) You will be responsible for any breach of the terms of this letter by any Recipient (to whom Information is disclosed) as if you were the party that had breached them.

**6. Return or destruction of Information**

- (a) If we ask you or any Recipient (to whom Information is disclosed) in writing to destroy Information or return Information to us, paragraph 6(b) will apply, subject to paragraph 6(c).
- (b) Within ten days of receiving the request:
  - (i) you and each Recipient (to whom Information is disclosed) must destroy or return to us (at your option) each original and every copy of any document or other materials which are in a form reasonably capable of delivery and contain Information (other than Derivative Information);
  - (ii) you and each Recipient (to whom Information is disclosed) must destroy any Derivative Information; and
  - (iii) you must confirm in writing to us that you and they have complied with this paragraph 6(b).
- (c) You and each Recipient (to whom Information is disclosed) may retain any Information to the extent:
  - (i) you are or it is respectively required to do so by any applicable law, rule or requirement of any regulatory or governmental authority or securities or investment exchange including the rules of a professional body or by your or its respective bona fide internal compliance or audit policies and procedures; or

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- (ii) it is contained in any electronic file created pursuant to any routine backup or archiving procedure so long as that file is not generally accessible beyond the need for disaster recovery or similar operations.
- (d) Any Information retained under paragraph 6(c) must continue to be held in compliance with this letter.

**7. No representation or warranty given**

- (a) You and each Recipient (to whom Information is disclosed) understand(s) that the Information does not purport to be all-inclusive and that neither we nor any Company Connected Person makes any representation or warranty as to its accuracy, reliability or completeness.
- (b) You and each Recipient (to whom Information is disclosed) agree(s) that neither we nor any Company Connected Person:
  - (i) has any obligation to provide Information (or further information), to update Information, or to correct any inaccuracies in it;
  - (ii) has any obligation to enter into or continue discussions or negotiations in respect of the Proposed Transaction; or
  - (iii) has any liability to you, any Recipient or any other person resulting from the use of Information by you or any Recipient.
- (c) The statements in paragraphs 7(a) and (b) are made subject to the terms of any written and legally binding agreement or agreements entered into between any member of Your Group and any member of the Company's Group in relation to the Proposed Transaction (if and when signed).
- (d) This paragraph 7 does not exclude liability for, or remedy in respect of, fraudulent misrepresentation.

**8. Personal Data**

This paragraph 8 does not affect any of your other obligations under this letter. The following applies in relation to Information which is Personal Data. You will:

- (a) comply with Data Protection Legislation in relation to that Personal Data and notify us as soon as reasonably practicable if you become aware that you have failed to comply with Data Protection Legislation in relation to that Personal Data;
- (b) if required by applicable Data Protection

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Legislation, notify us as soon as reasonably practicable if you become aware of any breach of Data Protection Legislation in relation to that Personal Data;

- (c) only process that Information for the purpose of the Proposed Transaction;
- (d) take appropriate technical and organisational measures to protect that Personal Data against unauthorised or unlawful processing or against accidental loss, destruction or damage;
- (e) promptly notify us if you become aware of any unauthorised or unlawful processing of that Personal Data or loss, destruction or damage of or to that Information;
- (f) to the extent permitted by law, promptly notify us of any communication you receive from any person relating to your or our compliance with Data Protection Legislation in relation to that Personal Data; and
- (g) not transfer or process that Information outside the UK without our prior written consent unless the transfer or processing is to or in the European Economic Area.

9. **Restrictions on contact with employees, customers, suppliers and others**

- (a) You and each Recipient will direct all communications to us relating to the Proposed Transaction only to Danuta Gray at the Company or Patrick Long at Lazard together with such other people who may from time to time be notified to you by us in writing.
- (b) Neither you nor any Recipient will make, or have, any contact with any director, officer or employee of any member of the Company's Group in relation to the Proposed Transaction other than anyone identified in writing in advance by us for this purpose.
- (c) For a period of one year after the date of this letter, you and each Recipient will not directly or indirectly, without our prior written consent, make or have any contact, in relation to the Proposed Transaction, with any person who is currently a director, officer, employee, customer, contractor or sub-contractor of, or supplier of, or lender to any member of the Company's Group.
- (d) For a period of one year after the date of this letter, you and each member of Your Group will not directly or indirectly, without our prior written consent, solicit, engage, employ (whether paid or unpaid) or offer to employ, any Restricted Person. For these purposes, it does not matter whether that person knows of any Information, or would commit a breach of his or her employment contract by reason of his or her leaving the employment.
- (e) You and any Recipient may contact any of the persons listed in paragraph 9(c) in the ordinary course of your or their existing businesses,

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but only if you and the Recipient do not refer in any way to the Proposed Transaction.

- (f) Paragraph 9(d) does not apply to a recruitment offer made to or employment of any person who contacts you or any member of Your Group solely on his or her own initiative, or in response to a bona fide employment advertisement or following the cessation of such person's employment with us or the relevant member of the Company's Group without any solicitation or encouragement by you or any member of Your Group.

## 10. **Standstill**

- (a) For a period of one year from the date of this letter, save with our prior written consent, you shall not and shall procure that no Bidder Connected Person (other than any professional advisor of any member of Your Group) shall, either alone or with any other person(s), directly or indirectly:
  - (i) acquire or procure any other person to acquire any interest in the securities (as defined in the Code) of the Company or enter into any agreement, arrangement or understanding or do any act as a result of which it or any other person may acquire such an interest in such securities;
  - (ii) make or procure any other person to make an Offer for all or any of the securities of the Company or enter into any agreement, arrangement or understanding or do any act as a result of which it or any other person may become obliged to make such an Offer;
  - (iii) announce or procure any other person to announce any such Offer or enter into any agreement, arrangement or understanding or do any act as a result of which it or any other person may become obliged to announce such an Offer;
  - (iv) enter into any agreement, arrangement or understanding which imposes obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to the securities of the Company; or
  - (v) contact, communicate or enter into any agreement or arrangement with any shareholders of the Company in connection with the Proposed Transaction.
- (b) The restrictions in paragraph 10(a) shall not apply:
  - (i) if we have provided our prior written consent to the actions taken by you or a Bidder Connected Person;
  - (ii) to prevent any of your financial advisors

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from taking any action in the normal course of its investment or advisory business, provided that such action is not taken pursuant to your instructions (or on your behalf) or anyone else to whom Information has been provided;

- (iii) from the time any Offer by you for all or part of the share capital or other securities of the Company is publicly announced, provided that such Offer is recommended by the board of directors of the Company at the time of such Offer and, subject to the provisions of the Code, notwithstanding that such recommendation may be withdrawn at any time after such announcement;
  - (iv) if a third party (not connected, associated or acting in concert with you or a Bidder Connected Person) announces a firm intention to make an Offer for all or part of the share capital or other securities of the Company (whether or not such transaction has been recommended by the board of directors of the Company);
  - (v) following your written confirmation to the board of directors of the Company, provided this confirmation is delivered no later than 2 months after the date of this letter, that, subject only to the inclusion of the recommendation statement referred to below, you are ready, willing and able to release, without delay, a firm intention announcement under Rule 2.7 of the Code at the price per share of the Company equal to or greater than the price (being the increased price that we are targeting through our due diligence) as set out in your letter to us dated 5 April 2021 (and which is otherwise consistent with the terms of that letter), the directors of the Company fail to confirm to you in writing within 1 week of such confirmation their agreement to the release of the Rule 2.7 announcement containing a statement of the directors' intention to unanimously recommend the Proposed Transaction at that price; or
  - (vi) a third party (not connected, associated or acting in concert with you or a Bidder Connected Person) acquires an interest in the Company's shares such that such third party and any person connected, associated or acting in concert with such third party carries over 15% of the voting rights attaching to all issued Company shares.
- (c) In the event that the restrictions contained in paragraph 10(a) do not apply by reason of the provisions of paragraph 10(b) then, you will not be restricted from approaching any shareholder of the Company to seek irrevocable undertakings to accept or vote in favour of your Proposed Transaction or to acquire shares in or other securities related to shares in the Company or from making any approach to the directors of the Company in respect of the Proposed Transaction.

## 11. Damages not necessarily an adequate remedy

- (a) You are entering into this paragraph 11 on

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behalf of yourself and each Bidder Connected Person.

- (b) We are entering into this paragraph 11 on behalf of ourselves and each Company Connected Person.
- (c) You, we and all Recipients:
  - (i) acknowledge that a person with rights under this letter may be irreparably harmed by any breach of its terms, and that damages alone may not necessarily be an adequate remedy;
  - (ii) acknowledge that, without affecting any other rights or remedies, if a breach of the terms of this letter occurs or is threatened, the remedies of injunction, specific performance or other equitable relief, or any combination of those remedies, may be available; and
  - (iii) agree that, if any of the remedies set out in paragraph 11(c)(ii) is sought in relation to any threatened or actual breach of the terms of this letter, you, we or they will respectively waive any rights you, we or they may have to oppose that remedy on the grounds that damages would be an adequate alternative.

**12. Term**

Unless otherwise expressly limited in time, the terms of this letter will continue until the second anniversary of the date of this letter unless you or any other member of Your Group completes the Proposed Transaction in which event the terms of this letter will lapse.

**13. Third party rights**

- (a) Each Company Connected Person and each Bidder Connected Person may enforce the provisions of this letter under the Contracts (Rights of Third Parties) Act 1999.
- (b) This letter may be varied from time to time or rescinded without the consent of all or any of those persons.
- (c) Subject to paragraph 13(a), no provision of this letter is enforceable under the Contracts (Rights of Third Parties) Act 1999.

**14. Inside information and market abuse**

You:

- (a) acknowledge that some or all of the Information and any terms or other

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statements made in the course of or for the purpose of our discussions or negotiations relating to the Proposed Transaction may be inside information;

- (b) acknowledge that the use of that information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Market Abuse Regulation (Regulation 596/2014) as it forms part of domestic law by virtue of the European Union Withdrawal Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020);
- (c) confirm you are aware of your obligations relating to that information under applicable law and regulations;
- (d) will ensure that all Recipients are made aware of their obligations relating to that Information under applicable law and regulations; and
- (e) will not use any Information for any unlawful purpose.

**15. Entire agreement**

- (a) This letter represents the whole and only agreement between the parties in relation to the subject matter of this letter and supersedes any previous agreement between any of the parties in relation to that subject matter and accordingly all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) do not form part of this letter.
- (b) This paragraph 15 does not exclude liability for, or remedy in respect of, fraudulent misrepresentation.
- (c) This letter also applies to Information accessed through any electronic data room available in connection with the Proposed Transaction and, in the event of any inconsistency, supersedes any 'click through' acknowledgement or agreement associated with any such electronic data room.

**16. Acting as principal**

You confirm that, in relation to the Proposed Transaction and your entry into this letter, you are acting as principal and not as nominee, agent or broker for any other person, and that you will be responsible for any costs incurred by you or any other member of Your Group or any Recipient in connection with the Proposed Transaction (whether or not it proceeds) and in complying with the terms of this letter.

**17. Trading**

None of the provisions of this letter shall in any way limit: (i) the trading of any

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residential or commercial mortgage backed securities or other similar instruments ("CMBS") by you or your affiliates in the ordinary course of yours or their business (including, without limitation, any CMBS which includes any loan or other debt instrument issued or held by the Company or any of its affiliates or subsidiaries or any debt instrument collateralized by one or more of the properties of the Company's Group), (ii) pursuing, facilitating or entering into a transaction involving the purchase, sale or origination by you or any your affiliates of (A) any security or debt instrument issued or held by the Company or any of its affiliates or subsidiaries, (B) any debt instrument held by a third party which is collateralized by one or more properties of the Company's Group, or (C) any third party's interest in one or more properties of the Company's Group, (iii) the trading of any debt instrument or equity investment that is currently owned by you or your affiliates or (iv) the trading of any debt instrument or equity investment for which you or your affiliate was/is the issuer; provided, that you agree to comply with all applicable securities laws in conducting such transactions.

18. **Scope of letter**

Notwithstanding anything to the contrary provided elsewhere herein, none of the provisions of this letter shall in any way limit the activities of The Blackstone Group Inc and its affiliates in their businesses distinct and separate from the real estate business of The Blackstone Group Inc (the "**Real Estate Business**"), provided that the Information is not made available to a director, officer, employee, financial advisor, professional advisor or consultant of The Blackstone Group Inc or any of its affiliates who are not involved in the Real Estate Business. Should any Information be made available to a director, officer, employee, financial advisor, professional advisor or consultant of The Blackstone Group Inc or any of its affiliates who is involved in business distinct and separate from the Real Estate Business, such director, officer, employee, financial advisor, professional advisor or consultant shall be bound by this letter in accordance with its terms. Should the Information be made available to an individual at an affiliate of The Blackstone Group Inc who is not involved in the Real Estate Business solely for the purpose of conflict resolution procedures and determining the proper allocation of investment opportunities then such individual shall be bound by the confidentiality and use provisions of this letter, provided, however, that receipt of Information by such individual shall not be imputed to the business unit of such individual. In addition, none of the provisions of this letter shall in any way apply to any portfolio company of an affiliate of The Blackstone Group Inc, provided, however, that should the Information be made available to a director, officer, employee, financial advisor, professional advisor or consultant of any portfolio company of an affiliate of The Blackstone Group Inc, such director, officer, employee, financial advisor, professional advisor or consultant shall be bound by this letter in accordance with its terms.

19. **Counterparts**

This letter may be executed in any number of counterparts, and by the parties on separate counterparts, but will not be effective until each of the parties has executed at least one counterpart. Each counterpart will constitute

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

**20. Variation and waivers**

- (a) No amendment or variation of the terms of this letter will be effective unless it is made or confirmed in a written document signed by both of us.
- (b) No delay in the exercise or non-exercise of any right, power or remedy provided by law or under or in connection with this letter will impair, or otherwise operate as a waiver or release of, that right, power or remedy.

**21. Severability**

If all or any part of any provision of this letter is or becomes illegal, invalid or unenforceable in any respect, then the remainder of that provision and/or all other provisions of this letter will remain valid and enforceable and the remaining liabilities of the parties under this letter will not be affected or impaired.

**22. Governing law and jurisdiction**

- (a) This letter and any non-contractual obligations arising out of or in connection with this letter will be governed by and construed in accordance with English law.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the English courts to settle any dispute which may arise under or in connection with this letter or the legal relationships established by this letter.

Please sign and return the enclosed duplicate of this letter to acknowledge that you have received it and agree to its terms.

Yours sincerely,

SIGNED by Sarwjit Sambhi, )  
Director, duly authorised for and on behalf of )  
St. Modwen Properties PLC:

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On duplicate

We acknowledge receipt of the letter of which this is a duplicate and agree to its terms.

SIGNED by , )  
~~SAMIR AMICHI, SENIOR MANAGING DIRECTOR~~ duly )  
authorised for and on behalf of The Blackstone  
Group International Partners LLP:

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## Schedule

In this letter:

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

**"Bidder Connected Person"** means:

- (a) any member of Your Group other than you; and
- (b) any director, officer, employee or professional advisor of any member of Your Group;

**"Code"** means the City Code on Takeovers and Mergers;

**"Company"** means St. Modwen Properties PLC;

**"Company Connected Person"** means:

- (a) any member of the Company's Group other than the Company; and
- (b) any director, officer, employee or professional advisor of any member of the Company's Group;

**"Company's Group"** means the Company and its subsidiaries and subsidiary undertakings and **"member of the Company's Group"** will be construed accordingly;

**"Data Protection Legislation"** all applicable requirements of the Data Protection Act 2018, UK GDPR, EU GDPR and all similar legislation and regulations relating to data protection in any relevant jurisdiction;

**"Derivative Information"** means all documents, disks or other media created by you, or by a Recipient or on your or a Recipient's behalf, including, any analyses, compilations, notes, studies or accountants' or other third party reports which contain or reflect or are generated from the Information;

**"EU GDPR"** means the General Data Protection Regulation EU/2016/679;

**"Information"** means

- (a) the existence and contents of this letter and of any other agreement, document, contract or arrangement (whether or not legally binding or intended to become so) entered into, issues or being negotiated in connection with the Proposed Transaction;
- (b) the fact that you are contemplating the Proposed

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Transaction and the existence and contents of the discussions or negotiations concerning the Proposed Transaction;

- (c) any information of any nature and in any form about any member of the Company's Group, the business of the Company's Group or the Proposed Transaction (whether given in writing or orally or in visual, electronic, magnetic or digital form) supplied directly or indirectly by us to you or any Recipient in anticipation of, during or in consequence of any discussions or negotiations relating directly or indirectly to the Proposed Transaction including all copies of that information; and
- (d) all Derivative Information;

"**Offer**" has the meaning given to it in the Code;

"**Personal Data**" has the meaning given to it in the Data Protection Legislation;

"**process**" (in the context of Personal Data) and "**appropriate technical and organisational measures**" have the meanings respectively given to them in GDPR;

"**Proposed Transaction**" means the proposed purchase of the entire issued and to be issued share capital of the Company by You or a member of Your Group;

"**Recipient**" means any of your or your affiliates' directors, officers, employees, financial advisors or professional advisors or consultants;

"**Restricted Person**" means any director, officer or Senior Employee of any member of the Company's Group with whom you or any Recipient comes into contact, or in respect of whom you or any Recipient are provided with information, in connection with the Proposed Transaction;

"**Senior Employee**" means any employee having a gross salary (excluding bonus) of £100,000 per annum;

"**subsidiary**", "**subsidiary undertaking**", "**holding company**" and "**parent undertaking**" have the meanings respectively given to them in the Companies Act 2006;

"**UK GDPR**" means EU GDPR as it forms part of English law pursuant to the European Union Withdrawal Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020); and

"**Your Group**" means any of the following from time to time: you, your subsidiaries and subsidiary undertakings, holding company or parent undertaking, and all other subsidiaries and subsidiary undertakings of your holding company or parent undertaking, and "**member of Your Group**" shall be construed accordingly.

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