**PRIVATE AND CONFIDENTIAL**

Date

Dear

**Appointment as a Non-Executive Director of ABC Housing Ltd (the**

***Company*)**

This letter confirms your appointment on ● as a Non-Executive Director of the

Company (the ***Appointment***) and outlines the terms of the Appointment.

**Appointment**

1. The Appointment is for a term of three years ending on ● (the ***Termination***

***Date***). Unless the Appointment is renewed on or prior to the Termination Date, you

undertake to resign as a Director of the Company immediately after the Termination

Date. The Appointment will be subject to the Company’s Articles of Association/Rules (a

copy of which has been provided to you) and any necessary resolution of

shareholders.

2. Notwithstanding the other provisions of this letter, the Appointment may be

terminated at any time by the Company in accordance with the Company’s Articles of

Association/Rules or the Companies Act 2006, or upon your resignation. Upon such

termination or resignation for any reason, you shall not be entitled to any damages for

loss of office and no fee will be payable to you in respect of any unexpired portion of

the term of the Appointment.

3. During the Appointment you may be asked to serve on one or more of the

Board committees including Audit, Nomination and Remuneration Committees and

you have been provided with copies of the terms of reference for each of those

committees.

4. You are considered to be an independent Non-Executive Director and will be

identified as such in the annual report and other documentation. If circumstances

change, and you believe that your independence may be in doubt, you should discuss

this with the Chairman as soon as practicable.

**Time commitment**

5. The Company anticipates a time commitment of not less than 20 days per

year, but you are aware that the nature of the role makes it impossible to be specific

about the time commitment. This will include attendance at regular and emergency

Board meetings, the annual strategy meeting, held normally overseas and the AGM,

held normally in February each year at a venue in London. You may also be required

to attend regular meetings of any Board committee of which you are a member. In

addition, you will be expected to devote appropriate preparation time ahead of each

meeting.

6. By accepting the Appointment, you confirm that you are able to allocate

sufficient time to perform your role.

**Role**

7. As a Non-Executive Director you have the same general legal responsibilities

to the Company as any other Director.

8. The Board as a whole is collectively responsible for promoting the success of

the Company by directing and supervising the Company’s affairs. The Board:

• provides entrepreneurial leadership of the Company within a framework of

prudent and effective controls which enable risk to be assessed and managed;

• sets the Company’s strategic aims, ensures that the necessary financial and

human resources are in place for the Company to meet its objectives, and

reviews management performance; and

• sets the Company’s values and standards and ensures that its obligations to its

shareholders and others are understood and met.

9. In addition to these requirements of all Directors, the role of the Non-

Executive has the following key elements:

• **Strategy:** Non-Executive Directors should constructively challenge and

contribute to the development of strategy;

• **Performance:** Non-Executive Directors should scrutinise the performance of

management in meeting agreed goals and objectives and monitor the reporting

of performance;

• **Risk:** Non-executive Directors should satisfy themselves that financial

information is accurate and that financial controls and systems of risk

management are robust and defensible; and

• **People:** Non-executive Directors are responsible for determining appropriate

levels of remuneration of executive directors and have a prime role in

appointing, and where necessary removing, senior management and in

succession planning.

**Fees**

10. You will be paid a fee of £● per annum, which will be subject to an annual

review by the Board. The fee is inclusive of your position as a Non-Executive

Director and of your membership of any Board committee. Fees will be paid under

deduction of PAYE.

11. You will have no entitlement to any bonus during the Appointment and no

entitlement to participate in any share scheme or pension scheme operated by the

Company.

**Expenses**

12. In addition to the fee described in 10 above, the Company will reimburse you

for all reasonable and properly documented expenses you incur in performing your

role. You should submit any details of expenses incurred to the Company Secretary.

13. During the Appointment, circumstances may arise in the furtherance of your

duties as a Director when it will be appropriate for you to seek advice from

independent advisors at the Company’s expense. A copy of the Board’s agreed

procedure under which directors may obtain such independent advice is available

from the Company Secretary. The Company will reimburse the full cost of

expenditure incurred in accordance with this policy.

**Other directorships and business interests**

14. The Company acknowledges that you have business interests other than those

of the Company and that you have declared any conflicts that are apparent at present.

In the event that you become aware of any potential conflicts of interest, these should

be disclosed to the Chairman and Company Secretary as soon as they become

apparent.

15. During the Appointment you must consult with the Chairman prior to

accepting any other (or further) directorships of publicly quoted companies or any

major external appointments.

**Code of conduct**

16. During the Appointment you will comply with any relevant regulations as may

be issued by the United Kingdom Listing Authority, including its Model Code for

Securities Transactions by Directors of Listed Companies and such other

requirements as the Board of Directors may from time to time specify.

**Confidentiality**

17. You must apply the highest standards of confidentiality and not disclose to any

person or company (whether during the course of the Appointment or at any time after

its termination) any confidential information concerning the Company and any Group

Companies with which you come into contact by virtue of your position as a Non-

Executive Director of the Company.

18. Your attention is drawn to the requirements under both legislation and

regulation as to the disclosure of price-sensitive information. Consequently you

should avoid making any statements that might risk a breach of these requirements

without prior clearance from the Chairman or Company Secretary.

19. On termination of the Appointment you will deliver to the Company all books,

documents, papers and other property of or relating to the business of the Company or

any Group Company which are in your possession, custody or power by virtue of

your position as a Non-Executive Director of the Company. The Company is able to

arrange the disposal of papers that you no longer require.

**Review process**

20. The performance of individual Directors and the whole Board and its

committees is evaluated annually. If, in the interim, there are any matters which

cause you concern about your role you should discuss them with the Chairman as

soon as is appropriate.

**Insurance**

21. The Company has directors’ and officers’ liability insurance and it is intended

to maintain such cover for the full term of the Appointment. You have been provided

with details of this insurance.

For the purposes of this letter ***Group Company*** shall mean the Company and any of

its subsidiaries or holding companies from time to time (and any other subsidiary of

any of its holding companies), and holding company and subsidiary shall be as

defined in section 1159 Companies Act 2006.

This appointment letter constitutes neither a contract for services nor a service

contract.

Please confirm your agreement to the above by signing and returning to me the

enclosed duplicate of this letter.

Yours sincerely

Chairman

For and on behalf of ABC Housing Ltd