

DATED 16 JANUARY 2013

Barratt Developments PLC

- and -

David Thomas

SERVICE AGREEMENT

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THIS AGREEMENT is made on 16 JANUARY 2013

B E T W E E N

- (1) BARRATT DEVELOPMENTS PLC, a company registered in England (Company No. 00604574) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE6 1UF (the "**Company**"); and
- (2) David Thomas (the "**Executive**")

WHEREBY IT IS AGREED as follows:-

1. Definitions

In this Agreement:

- | | |
|---------------------------------------|---|
| "Associated Company" | means any holding company or any subsidiary for the time being of the Company or of any such holding company (for which purpose the expressions "holding company" and "subsidiary" shall have the meanings ascribed thereto by section 1159 Companies Act 2006); |
| "Board" | means the Board of Directors from time to time of the Company; |
| "Garden Leave" | means any period of suspension or exclusion under Clause 15; |
| "Group" | means the Company and any Associated Company; |
| "Intellectual Property Rights" | means patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; |

- “Invention”** means any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium;
- “Statutory Duties”** means the Executive’s statutory duties as a director set out in Chapter 2 of Part 10 of the Companies Act 2006; and
- the **“1998 Regulations”** means the Working Time Regulations 1998.

2. Term of Appointment

- 2.1 The Executive shall serve the Company as Group Finance Director or in such other capacity of a like status as the Company may require continuing from 13th July 2009 and thereafter unless and until his employment shall be terminated by either party giving to the other not less than twelve months’ notice in writing, or otherwise in accordance with this Agreement.
- 2.2 The Executive warrants that by entering into this Agreement and performing his duties under it he will not be in breach of any contractual or other legal obligation (whether express or implied) owed to any third party, or otherwise restricted in any way in the performance of such duties by such an obligation.

3. Powers and Duties

- 3.1 The Executive shall:
- (A) exercise such powers and perform such duties in relation to the business of the Company or any Associated Company as may from time to time be vested in him, or assigned to him, by the Company or the Board;
 - (B) comply with and obey all reasonable and lawful directions given to him by the Company or the Board;
 - (C) comply with the articles of association (as amended from time to time) of the Company;
 - (D) comply with all fiduciary and common-law duties he owes to the Company;
 - (E) if, and so long as the Company requires, and without any additional remuneration, carry out his duties on behalf of any Associated Company and act as a director or officer of any Associated Company;

- (F) do such things as are necessary to ensure compliance by himself and the Company, or any relevant Associated Company, with the UK Corporate Governance Code (as amended from time to time);
 - (G) comply with all requirements, recommendations or regulations, as amended from time to time, of the UK Listing Authority (including the Model Code for transactions in securities by directors and certain senior executives of listed companies, a copy of which is available from the Company Secretary), the FSA and all regulatory authorities relevant to the Company or any Associated Company and any code of practice issued by the Company (as amended from time to time) relating to dealing in the securities of the Company or any Associated Company;
 - (H) comply with the requirements under both legislation and regulation as to the disclosure of inside information;
 - (I) notify the Company Secretary, without delay, of any share transactions relating to the Executive or any person connected to the Executive which are required by law to be notified to the Company, and of all relevant information relating to the executive or any connected person which the Company is required to notify to the London Stock Exchange including in accordance with or pursuant to the UK Listing Authority's listing rules; and
 - (J) report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Company or any Associated Company to the Group Chief Executive immediately on becoming aware of it, and disclose to the Group Chief Executive all circumstances in respect of which there is, or may be, a conflict of interest between the Executive and the Company or any Associated Company.
- 3.2 The Executive shall report to the Group Chief Executive of the Company and shall at all times promptly provide to the Group Chief Executive, or such other senior Executive Director as appointed by the Board, all information, advice and explanations as may reasonably be required in connection with matters relating to his employment under this Agreement or with the business of the Company generally.
- 3.3 The Executive, who shall work such hours as may reasonably be required for the proper performance of his duties, shall devote the whole of his time, attention and abilities during those hours to carrying out his duties in a proper, loyal and efficient manner and shall use his reasonable endeavours to promote the interests and reputation of the Company and its Associated Companies. The Executive agrees, in accordance with Regulation 5 of the 1998 Regulations, that the provisions of Regulation 4(1) do not apply to the Executive, unless he gives to the Company three months' notice in writing that he wishes Regulation 4(1) to apply to him.

- 3.4 The Executive shall travel to such places (whether in or outside the United Kingdom) for such periods and on such occasions as the Company may from time to time require, and acknowledges that such travel may be necessary in order for him to properly perform his duties under this Agreement.
- 3.5 The Executive's normal place of work shall be at 1st Floor Kent House, 14-17 Market Place, London W1W 8AJ or at such other place as the Company may reasonably, and after consultation with the Executive, from time to time determine.
- 3.6 The Executive shall comply with all Group policies and procedures, which can be accessed from the Group Docushare intranet. Such policies and procedures do not form part of this agreement and the Company may amend them at any time. To the extent that there is any conflict between the terms of this agreement and such policies and procedures, this agreement shall prevail.
- 3.7 The Executive shall serve as a director of the Company, and hold office subject to the provisions of the Company's Articles of Association. Nothing in this Agreement shall be taken to exclude or vary the terms of the Articles of Association as they apply to the Executive as a director of the Company.
- 3.8 During the continuance of his employment the Executive owes a duty of loyalty and fidelity to the Company, and as such, shall promptly disclose to the Company any approach (whether direct or indirect) by any entity which is made with the intention of engaging the Executive or any other director or employee of the Company (as an employee or otherwise) in a business which is at the time of the approach competitive with that of the Company or any Associated Company. For this purpose a business deemed to be competitive shall be a significant residential developer within the HBF Group of large house builders, or such similar significant residential developer outside the HBF Group.

The Executive shall also disclose to the Company any preparations he is making (and that he is aware any other director or employee of the Company are making) to compete with the Company or any Associated Company.

- 3.9 During the continuance of his employment the Executive:
- (A) Without the Company's consent shall not directly or indirectly procure, accept or obtain for his own benefit (or for the benefit of any other person) any payment, rebate, discount, commission, voucher, gift, entertainment or other benefit from any third party in respect of any business transacted or proposed to be transacted (excluding air miles or similar vouchers from other such schemes) (whether or not by him) by or on behalf of the Company or the Group ("**Gratuities**");
 - (B) shall observe the terms of any policy issued by the Company in relation to Gratuities; and

- (C) shall immediately disclose and account to the Company for any Gratuities received by him (or by any other person on his behalf or at his instruction).

4. Salary

- 4.1 The Executive shall be paid in equal monthly instalments in arrears for his services during his employment a salary at the rate of £430,000 per annum (the "**Base Salary**"). The Base Salary shall be reviewed by the Board on an annual basis, but the Board is under no obligation to increase the Base Salary.
- 4.2 The Executive may be entitled to participate in any bonus scheme as approved by the Board from time to time upon such terms and conditions, and subject to such performance criteria as the Remuneration Committee may, in its absolute discretion, determine. Any bonus award received shall be in such amount as the Remuneration Committee, in its absolute discretion, may determine. Any bonus scheme and bonuses awarded shall be considered by the Remuneration Committee before implementation (or award) and shall be subject to shareholder approval where applicable.
- 4.3 The Executive acknowledges that he has no right to receive a bonus award and that the Board is under no obligation to operate a bonus scheme and that he will not acquire such a right, nor shall the Board come under such an obligation, merely by virtue of having received one or more bonus awards during the course of his employment.
- 4.4 The Executive shall not be entitled to receive any bonus award if:
 - (A) he has given notice of termination of his employment under this Agreement (other than in circumstances where the Executive is deemed by the Remuneration Committee to be a 'good leaver', which shall include, for example, circumstances where such notice of termination is due to retirement, or disability);
 - (B) he has been suspended by the Company in accordance with Clause 15 of this Agreement, where such suspension leads to the termination of his employment (howsoever arising), save for when the Company has or during the period of such suspension has given notice of its intent to terminate his employment other than pursuant to Clause 18; or
 - (C) his employment has been terminated in accordance with Clause 18 of this Agreement.
- 4.5 The Executive shall not be entitled to any other salary or fees as an ordinary or Executive Director or employee of the Company or any Associated Company and the Executive shall, as the Company may direct, either waive his right to any such salary or fees or account for the same to the Company.

- 4.6 The Company shall be entitled to deduct from any payments due to the Executive under this Agreement any sum owed by the Executive to the Company provided that it gives to the Executive prior written notice of any such proposed deduction.

5. Pension and Life Assurance

- 5.1 The Executive shall be entitled to participate in the Company's Defined Contribution Pension Scheme. Alternatively the Executive may elect to be paid a salary supplement (payable monthly in arrears at the same time as his Base Salary) of an amount equal to 30% of Base Salary (such amounts to be paid subject to any tax deductions required by law). The Executive may elect, subject always to the approval of the Board, that some or all of the salary supplement shall be paid as an employer contribution to a registered pension scheme nominated by the Executive.
- 5.2 The Executive shall be entitled to death in service benefits of five times Base Salary, subject always to the terms of the policy, to any eligibility criteria, the insurer accepting the Executive for cover under the relevant policy and at normal rates and to the Company's right, in its absolute discretion, to amend, vary or terminate such scheme.
- 5.3 There is no contracting out certificate in force in respect of the employment under this Agreement.

6. Incentive Plans

- 6.1 The Executive shall be eligible to participate in the Company's Long Term Performance Plan (or such other incentive plan or plans as the Board may determine) as approved by the Board from time to time and subject to the terms of the plan in force from time to time, and such performance criteria as the Board may, in its absolute discretion, determine.
- 6.2 Any incentive plan and incentives awarded shall be considered by the Remuneration Committee before implementation (or award) and shall be subject to shareholder approval where applicable.
- 6.3 The Executive acknowledges that he has no right to future participation in any incentive plan of the Company and that the Board is under no obligation to operate such plans and that he will not acquire such a right to participate in such plans, nor shall the Board come under such an obligation to operate such plans, merely by virtue of having received one or more awards under any such plan during the course of his employment.

6.4 If the Executive's employment should terminate for any reason (including as a result of a repudiatory breach of contract by the Company) his rights to receive shares or exercise rights in relation to (or calculated by reference to) shares under any such Company incentive plan will be governed entirely by the terms of the relevant plan and he will not be entitled to any further or other compensation for any loss of any right or benefit, or prospective right or benefit, under any such scheme which he may have enjoyed, whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise.

7. Other benefits

7.1 The Executive, his spouse or civil partner and dependent children in full-time education, shall be entitled to membership of the Company's private health insurance scheme, subject to the terms of that scheme and of any related policy of insurance as in force from time to time, to any eligibility criteria, the insurer accepting the Executive and his family for cover under the relevant policy and at normal rates, and to the Company's right in its absolute discretion to amend, vary or terminate such scheme.

7.2 The Executive shall be entitled to participate in the Company's permanent health insurance scheme subject to the rules of the scheme in force from time to time and the terms of any applicable policy of insurance, to any eligibility criteria, the insurer accepting the Executive for cover under the relevant policy and at normal rates and to the Company's right in its absolute discretion to amend, vary or terminate such schemes.

7.3 The Company shall, at its expense, provide annual medical screening for the Executive.

7.4 The Company shall, at its expense, provide and maintain directors' and officers' liability insurance covering the Executive (to the same value as Board members) during the term of this Agreement and for a period of six years following termination of this Agreement (howsoever arising). The Company reserves the right to vary and/or change the insurance provider at any time and for any reason.

7.5 The existence of the schemes and/or the provision of any benefits or rights in relation to them as provided under this Clause 7 are without prejudice to the Company's right, in its absolute discretion, to terminate the Executive's employment under this Agreement at any time in accordance with the terms of this Agreement.

7.6 The Company will pay for the Executive to obtain independent financial advice up to an annual amount not exceeding £5,000.

8. Car or Car Allowance

- 8.1 To assist him in the performance of his duties under this Agreement, the Company shall provide for the Executive a motor car suitable for a person of his status and shall bear the cost of insuring, testing, taxing, repairing and maintaining the same and shall reimburse the Executive all running expenses of the car properly incurred by him in connection with his duties hereunder and in respect of personal use. Such motor car shall be returned to the Company upon termination of the Executive's employment under this Agreement.
- 8.2 Alternatively the Executive may elect to receive a car allowance of £13,000 per annum (subject to income tax and other statutory deductions as required by law). If the Executive elects to receive such car allowance he shall be required to have a car available for use in the course of his employment at all times.
- 8.3 The provision of a car, or car allowance, under this Clause 8 shall be subject at all times to:
- (A) the Executive being qualified to drive;
 - (B) the Executive taking good care of any car provided; and
 - (C) the Executive's compliance with the provisions of any regulations laid down by the Company from time to time as to the use of motor vehicles and of any policy of insurance in force from time to time.

9. Expenses

The Company shall reimburse to the Executive (against production of VAT receipts or other appropriate evidence of payment if requested, and in accordance with the Company's expenses policy in place from time to time) all reasonable travelling, hotel and other out-of-pocket expenses which are wholly, exclusively and necessarily incurred by the Executive in the execution of his duties hereunder, and which he may from time to time be authorised to incur.

10. Holidays

- 10.1 In addition to bank and other public holidays the Executive will be entitled to 30 working days' paid holiday in every calendar year to be taken at such time or times as may be approved by the Board, but of which up to 5 days must be taken at Christmas.
- 10.2 Holidays not taken in the calendar year of entitlement will be lost, save that the Executive shall be entitled to carry forward up to 5 days' holiday each year. The carry over of any additional days shall be at the discretion of the Company.

- 10.3 Upon termination of the Executive's employment under this Agreement, the Executive will be entitled to pay in lieu of any holiday accrued but untaken as at the date of termination (to be paid at the rate of 1/240th of Base Salary for each day's holiday) subject to the Company, at its discretion, requiring the Executive to take during any notice period any holiday entitlement which has accrued by the date of the termination of his employment but which has not been taken. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave under Clause 15.
- 10.4 If upon termination the Executive has taken more holiday than his accrued holiday entitlement, he will be required to reimburse the Company in respect of the excess days taken and the Executive hereby authorises the Company to make deductions in respect of the same from his final salary payment.

11. Confidential Information

- 11.1 For the purposes of this Clause 11 "**Confidential Information**" means, without limitation and in relation to the Company and any Associated Company:
- (A) trade secrets;
 - (B) any inventions or improvements which the Executive may from time to time make or discover in the course of his duties;
 - (C) details of suppliers, clients or customers and their services and terms of business;
 - (D) prices charged to and terms of business with clients or customers;
 - (E) marketing plans and sales forecasts;
 - (F) any proposals relating to the future of the Company or any Associated Company or any of its or their businesses or any part thereof;
 - (G) details of employees and officers and of the remuneration and other benefits paid to them;
 - (H) information relating to business matters, corporate plans, management systems, finances, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, pitch lists, discoveries, technical specifications and other technical information relating to the creation, production or supply of any past, present or future products or service of the Company or any Associated Company, any information given to the Company or any Associated Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain; and

(l) any other information which is notified to the Executive as confidential.

11.2 The Executive shall not, either during his employment or thereafter, except in the proper course of his duties (or as required by law), use, divulge or disclose to any person any trade secret or any other Confidential Information concerning the business or affairs of the Company or any Associated Company, or any of their clients or customers, which may have come to his knowledge at any time during his employment by the Company or any Associated Company. This Clause will cease to apply to information which enters the public domain other than (directly or indirectly) through the fault of the Executive.

11.3 Nothing in this Clause 11 shall affect the Executive's right to make a qualifying disclosure under sections 43A-L of the Employment Rights Act 1996.

12. Intellectual Property

12.1 The Executive shall give the Company full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by him at any time during the course of his employment under this Agreement which relate to, or are reasonably capable of being used in, the business of the Company or any Associated Company. The Executive acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Company absolutely. To the extent that they do not vest automatically, the Executive holds them on trust for the Company. The Executive agrees promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this Clause 12.1.

12.2 The Executive hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which he has or will have in any existing or future works referred to in Clause 12.1.

12.3 The Executive irrevocably appoints the Company to be his attorney in his name and on his behalf to execute documents, use the Executive's name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Company, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

13. Competitive Activities

- 13.1 During the term of this Agreement the Executive shall not (unless otherwise agreed in writing by the Company) undertake any other business or profession or be or become an employee or agent of any other firm, company or other person or assist or have any financial interest in any other business or profession and, in particular, but without prejudice to the generality of the foregoing, hold any interest, direct or indirect, in building or public works contracting (other than on behalf of the Company or any Associated Company).
- 13.2 Without prejudice to Clause 13.1, the Executive may, subject to the written approval of the Board (such approval not to be unreasonably withheld), be entitled to act in one non-executive capacity with such company as may from time to time be approved by the Board, but the Executive shall not be entitled to act as Chairman for any company listed on the FTSE 100.
- 13.3 The Executive may, however, hold, acquire or dispose by way of bona fide investment only, shares or other securities in any other company which are quoted on a recognised Stock Exchange provided that the Executive shall not, without the written permission of the Company (such permission not to be unreasonably withheld) directly or indirectly hold or deal in shares of any other company carrying on a similar business to that of the Company (other than in a holding of 5% or less of any class of shares or other securities in such company).

14. Post-termination Restrictions

- 14.1 In this Clause 14 the following words and phrases shall have the following meanings:
- (i) "**Restricted Business**" means the core businesses of the Company and the Associated Companies at the Restriction Date with which the Executive was involved to a material extent at any time during the period of twelve months ending on the Restriction Date;
 - (ii) "**Restricted Partner**" means any firm, Registered Social Landlord, local authority, company or other person who, at any time during the period of twelve months ending on the Restriction Date, was a partner or joint-venture partner of the Company or any Associated Company or any public or private body with whom the Company or any Associated Company either provided joint services, or worked in partnership, with, and with whom the Executive worked closely with on any project or arrangement or business concern on behalf of the Company or any Associated Company during that period;

- (iii) **“Restricted Customer”** means any firm, company or other person who at any time during the period of twelve months ending on the Restriction Date, was a customer of or in the habit of dealing with the Company or any Associated Company and with whom the Executive dealt to a material extent or for whom or which the Executive was responsible on behalf of the Company or any Associated Company during that period;
 - (iv) **“Restricted Employee”** means any person who, at the date of the termination of the Executive’s employment, either was a senior employee or was an employee of the Company or any Associated Company, who could materially damage the interests of the Company or any Associated Company if he became employed in any business concern in competition with the Restricted Business and with whom the Executive worked closely during the period of twelve months ending on the Restriction Date;
 - (v) **“Restricted Supplier”** means any firm, company or other person who at any time during the period of twelve months ending on the Restriction Date, was a provider or supplier of deals and/or deal leads and/or goods or services to the Company or any Associated Company and with whom the Executive dealt to a material extent during that period; and
 - (vi) **“Restriction Date”** means the earlier of the date of termination of this Agreement and the start of any period of Garden Leave.
- 14.2 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, solicit or endeavour to entice away from the Company or any Associated Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business.
- 14.3 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, provide goods or services to or otherwise have any business dealings with any Restricted Customer in the course of any business concern which is in competition with any Restricted Business.
- 14.4 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, interfere or endeavour to interfere with the continuance of the provision of goods or services or deals or deal leads to the Company or any Associated Company by any Restricted Supplier.
- 14.5 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, in the course of any business concern which is in competition with any Restricted Business offer employment to or otherwise endeavour to entice away from the Company or any Associated Company any Restricted Employee.

- 14.6 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, be engaged in or concerned in any capacity in any business concern which is in competition with the Restricted Business. This Clause 14.6 shall not restrain the Executive from being engaged or concerned in any business concern in so far as the Executive's duties or work shall relate solely:
- (a) to geographical areas where the business concern is not in competition with the Restricted Business; or
 - (b) to services or activities of a kind with which the Executive was not concerned to a material extent during the period of twelve months ending on the date of the Restriction Date.
- 14.7 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, solicit or endeavour to entice away from the Company or any Associated Company the business or custom of a Restricted Partner with a view to engaging such Restricted Partner on a project or arrangement or business concern in competition with any Restricted Business.
- 14.8 The Executive will not, without the prior written consent of the Board, for a period of twelve months after the Restriction Date, be engaged in any project or arrangement or business concern or have any business dealings with any Restricted Partner in the course of any business concern which is in competition with any Restricted Business.
- 14.9 The obligations imposed on the Executive by this Clause 14 extend to him acting not only on his own account but also on behalf of any other firm, company or other person and shall apply whether he acts directly or indirectly.
- 14.10 Nothing in this Clause 14 shall prevent the Executive from holding, acquiring or disposing of any shares or securities in any company which is quoted on a recognised Stock Exchange, subject to Clause 13.3.

15. Garden leave and Suspension

- 15.1 The Company shall be under no obligation to vest in or assign to the Executive any powers or duties or to provide any work for the Executive, and the Company may at any time, or from time to time during any period of notice (whether given by the Company or the Executive), or in circumstances in which it reasonably believes that the Executive is guilty of misconduct or in breach of this Agreement in order that the circumstances giving rise to that belief may be investigated, suspend the Executive from the performance of his duties or exclude him from any premises of the Company or any Associated Company. Salary and benefits will not cease to be payable by reason only of such suspension or exclusion, except as provided in Clause 4.4(B). During any period of suspension the Executive will continue to be bound by the provisions of this Agreement and must continue at all times to conduct himself with good faith towards the Company and not do anything that is harmful to the Company.

- 15.2 The Executive must not during any period of suspension, without the written consent of the Company:
- (a) go to any premises of the Company or any Associated Company;
 - (b) contact or deal with any employee, customer, client or supplier of the Company or any Associated Company; or
 - (c) directly or indirectly be employed by or retained by or advise or assist any other person or entity in any capacity either paid or unpaid.
- 15.3 The Executive shall, during any period of suspension, remain available to perform any reasonable duty requested by the Company and shall co-operate generally with the Company to ensure a smooth hand over of his duties where required. Should the Executive fail to make himself available for work having been requested by the Company to attend, he shall, notwithstanding any other provision of this Agreement, forfeit his right to salary and contractual benefits in respect of such period of non-availability.
- 15.4 The Company may appoint another individual to act jointly with the Executive, or to carry out the duties of the Executive, during any period that he is suspended in accordance with this Clause 15, or during any other prolonged period of absence including due to sickness under Clause 17.
- 15.5 The Company may require the Executive to resign as officer or director of the Company or any Associated Company during any period of suspension under this Clause 15 and the Executive must resign as soon as reasonably practicable after any such request is made.
- 15.6 Any accrued but unused holiday entitlement shall be deemed to be taken during any period of suspension under this Clause 15.

16. Return of Property

- 16.1 For the purposes of this Clause 16, "**Property**" means keys, mobile phones, security passes, credit cards, computer equipment, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programmes (in whatever media), presentations, proposals or specifications which may have been prepared by the Executive or have come into his possession, custody or control in the course of his employment.

- 16.2 The Executive shall promptly whenever requested by the Company and in any event upon the termination of his employment deliver up to the Company all Property of the Company or any Associated Company and the Executive shall not be entitled to and shall not retain any copies thereof. Title and copyright in all Property shall vest in the Company.

17. Sickness

- 17.1 Subject to the Executive's compliance with the Company's sickness absence procedures (as amended from time to time), if the Executive is absent from work due to sickness or incapacity he will be entitled to participate in the Company's sickness benefits policy subject to its terms in force from time to time. Any remuneration paid to the Executive during any such period of sickness or incapacity shall include any sums the Company is obliged to pay to the Executive pursuant to the Social Security Contributions and Benefits Act 1992 (Statutory Sick Pay). The Company may reduce remuneration during incapacity by an amount equal to the benefit (excluding any lump sum benefit) which the Executive would be entitled to claim during such incapacity under the then current Social Security Acts (whether or not such benefit is claimed by the Executive).
- 17.2 If the Executive becomes entitled to payment of benefit under the terms of the Company's permanent health insurance scheme, all entitlement to salary and benefits under this Agreement shall cease from the commencement of payment of such benefit, unless otherwise agreed by the Company in writing or the Executive resumes the active performance of his duties. The Company agrees that it will continue to pay his salary and benefits during any qualifying period of absence before payment under those plans can commence, and shall not terminate his employment for any reason connected to illness during such qualifying period or whilst the Executive is in receipt of benefits under the permanent health insurance scheme.

18. Termination of Employment

- 18.1 If the Executive:
- (A) shall be or become incapacitated from any cause whatsoever from efficiently performing his duties hereunder for a continuous period of not less than six months; or
 - (B) shall become of unsound mind or become a patient for any purpose of any statute (or any part thereof) relating to mental health; or
 - (C) is convicted of any criminal offence which in the reasonable opinion of the Company is damaging to the reputation and standing of the Company or any Associated Company (other than a motoring offence for which no custodial sentence is given to him); or

- (D) shall be or become bankrupt or have an order under Section 252 of the Insolvency Act 1986 made in respect of him or if an interim receiver of his property is appointed under Section 286 of that Act; or
- (E) shall be or become prohibited by law from being a director, [or resigns from his office as director without prior approval from the Board, or fails to be re-elected as a director];
- (F) shall, in the reasonable opinion of the Board, be guilty of gross misconduct (which, for the avoidance of doubt, includes any conduct which tends to bring the Company or any Associated Company into disrepute) or shall commit any fundamental or, after reasonable warning and opportunity to remedy the matter, persistent breach of any of his obligations to the Company or any Associated Company (whether under this Agreement or otherwise); or
- (G) shall, in the reasonable opinion of the Board, be grossly negligent in the performance of his duties; or
- (H) is guilty of a serious breach of the rules or regulations as amended from time to time of the UK Listing Authority (including the Model Code for transactions in securities by directors of listed companies), the FSA or any regulatory authorities relevant to the Company or any Associated Company or any code of practice issued by the Company (as amended from time to time); or
- (I) is in breach of the Company's anti-corruption and bribery policy and related procedures; or
- (J) shall unreasonably refuse or after reasonable warning and opportunity to remedy the matter or neglect to comply with any lawful orders given to him by the Company,

then the Company shall be entitled by notice in writing to the Executive to terminate forthwith his employment under this Agreement. The Executive shall have no claim against the Company by reason of such termination.

18.2 Any delay or forbearance by the Company in exercising any right of termination shall not constitute a waiver of it.

18.3 Upon termination of the Executive's employment or upon or following either party having served notice of termination or upon the Company having exercised its rights under Clause 15, the Executive shall, at the request of the Company, resign from office as a director of the Company and all offices held by him in any Associated Company and shall transfer to the Company without payment or as the Company may direct any qualifying shares held by him as nominee for the Company, provided that such resignation shall be without prejudice to any claims which the Executive may have against the Company or any Associated Company arising out of the termination of his employment.

19. Miscellaneous Matters

- 19.1 For the purpose of the Employment Rights Act 1996 the Executive's continuous period of employment began on 13th July 2009.
- 19.2 The Company's disciplinary rules and procedures, as in force from time to time, shall apply to the Executive. The Company reserves the right to leave out any or all of the stages of those rules and procedures where it considers it appropriate to do so. If the Executive is dissatisfied with any disciplinary decision or decision to dismiss him or has a grievance relating to his employment he should first apply in person to the Chairman. If the matter is not then settled the Executive should write to the Board setting out full details of the matter. The decision of the Board on such matter shall be final.
- 19.3 The Executive consents to the Company or any Associated Company holding and processing both electronically and manually the data it collects which relates to the Executive for the purposes of the administration and management of its employees and its business and for compliance with applicable procedures, laws, and regulations. The Executive also consents to the transfer of such personal information to other offices the Company may have or to an Associated Company or to other third parties whether or not outside the European Economic Area for administration purposes and other purposes in connection with the Executive's employment where it is necessary or desirable for the Company to do so.
- 19.4 The Executive consents to the Company monitoring and recording any use that he makes of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes, and agrees to comply with any electronic communication systems policy that the Company may issue from time to time.
- 19.5 There are no collective agreements which directly affect the terms and conditions set out in this Agreement.
- 19.6 The Executive shall render all reasonable assistance to the Company or any Associated Company as reasonably required by it in resisting, answering or defending any claim, demand or action brought against it both during and after his employment. If such assistance is tendered after employment, the Company shall give the Executive reasonable notice of any such assistance required and shall pay the Executive a reasonable daily rate and out-of-pocket expenses associated with such assistance. Further, the Company shall not make unreasonable demands on the Executive's time in dealing with any such request.
- 19.7 The Executive shall not, at any time after the termination of his employment, wrongfully represent himself as being employed or connected with the Company or any Associated Company.

- 19.8 Upon the termination of the Executive's employment (for whatever reason and howsoever arising) the Executive shall immediately repay all outstanding debts or loans due to the Company or any Associated Company and the Company is hereby authorised to deduct from any payment of wages a sum in repayment of all or any part of such debts or loans.
- 19.9 Any notice may be given personally to the Executive or may be posted to Executive either at his address given above, or his last know address, or to the Secretary of the Company at the Company's registered address. Any such notice sent by post shall be deemed served forty-eight hours after it is posted and in proving such service it shall be sufficient to prove that the notice was properly addressed and put in the post, and any such notice given personally to the Executive shall be deemed served immediately.
- 19.10 The benefit of each agreement and obligation of the Executive under Clauses 11 (Confidential Information) and 14 (Post-Termination Restrictions) of this Agreement may be assigned to and enforced by all successors and assigns for the time being of the Company and such agreements and obligations shall operate and remain binding notwithstanding the termination of this Agreement. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 19.11 Any variations to the terms of this Agreement must be made in writing and signed by both parties.
- 19.12 The Executive acknowledges and warrants that this Agreement shall be in substitution for any previous agreements or service agreements, and that there are no agreements or arrangements whether written, oral or implied between the Company or any Associated Company and the Executive relating to the employment of the Executive other than those expressly set out in this Agreement and that he is not entering into this Agreement in reliance on any representation not expressly set out herein.
- 19.13 This Agreement shall be governed by and construed under English law and each of the parties hereby irrevocably agrees for the exclusive benefit of the Company that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

20. Data Protection

The Executive consents to the Company or any Associated Company holding and processing both electronically and manually the data it collects which relates to the Executive for the purposes of the administration and management of its employees and its business and for compliance with applicable procedures, laws, and regulations. The Executive also consents to the transfer of such personal information to other offices the Company may have or to an Associated Company or to other third parties whether or not outside the European Economic Area for administration purposes and other purposes in connection with the Executive's employment where it is necessary or desirable for the Company to do so.

IN WITNESS whereof this Agreement has been signed by or on behalf of the parties hereto the day and year first before written.

SIGNED by)
for and on behalf of)
BARRATT DEVELOPMENTS PLC) Witness
in the presence of:-) Name & Address

SIGNED by the Executive) Executive
in the presence of:-) Witness
..... Name & Address