

The Directors
Barratt Developments plc
Barratt House Cartwright Way
Forest Business Park
Bardon Hill
Coalville
Leicestershire, LE67 1UF

The Directors
Redrow plc
Redrow House
St Davids Park
Flintshire CH5 3RX

PROJECT BRAVO / LATHOM – STRICTLY PRIVATE AND CONFIDENTIAL

8 January 2024

To the Redrow Directors,

We refer to the potential share exchange offer by Barratt Developments plc (the “**Offeror**”) to acquire the entire issued and to be issued share capital of Redrow plc (the “**Company**” and together with the Offeror, the “**Parties**” and each a “**Party**”), such offer and/or its implementation being referred to in this letter as the “**Transaction**”.

In consideration of each Party agreeing to make available to the other Party and its advisers certain Confidential Information (as more particularly defined in paragraph 1.1 of this letter), each Party undertakes to the other in the terms set out below.

1 Definitions

1.1 The following definitions apply for the purposes of this letter:

“**Associate**”, in relation to any person, means:

- (i) any holding company or parent undertaking or subsidiary or subsidiary undertaking of such person or of any such holding company or parent undertaking (as such terms are defined in the Companies Act 2006); and
- (ii) any person who would otherwise be acting in concert with such person as defined in the Code,

in each case, from time to time;

“**Authorised Recipients**” has the meaning in paragraph 2.1;

“**Clean Team Agreement**” means the clean team agreement to be entered into between the Parties and any appropriate third parties that establishes a “clean team” that shall limit access to certain Confidential Information to certain employees of the Parties and outside counsel and experts hired by the Parties in connection with the Transaction for the purpose of the designated matters set out therein;

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

“Confidential Information” means information of whatever nature relating directly or indirectly to the Transaction (including the Proposed Transaction Details (as defined below)) or the Provider or any member of its Group which is made available (whether on or after the date of this letter) to the Recipient, its Associates, its or their advisers or any of each of its, its Associates or its or their advisers’ respective directors, partners, officers or employees by the Provider or any other member of the Provider’s Group or the Provider’s advisers for the purpose of considering, negotiating, advising in relation to, implementing or furthering the Transaction in whatever form or medium including, written, visual, electronic or oral and includes any part of any information, analyses, compilations, notes, studies, memoranda or other documents to the extent derived from, containing or reflecting such information but excludes information which:

- (i) is publicly available at the time of its disclosure under this letter (other than information which the Recipient and/or its Associates (to whom Confidential Information is made available) know (or ought reasonably to have known having made reasonable enquiry) to have been disclosed in breach of any duty of confidentiality owed to the Provider or any member of its Group); or
- (ii) becomes publicly available following disclosure under this letter (other than as a result of disclosure by the Recipient or any of its Authorised Recipients contrary to the terms of this letter or which the Recipient and/or its Associates (to whom Confidential Information is made available) know (or ought reasonably to have known having made reasonable enquiry) to have been disclosed in breach of any duty of confidentiality owed to the Provider or any member of its Group); or
- (iii) was lawfully in the Recipient’s possession or that of an Authorised Recipient prior to disclosure under this letter (as can be demonstrated by the Recipient’s or such Authorised Recipient’s written records or other reasonable evidence) provided that such information is not known (or ought reasonably to have been known having made reasonable enquiry) by the Recipient and/or its Associates (to whom Confidential Information is made available) to be subject to any other duty of confidentiality owed to the Provider or any member of its Group; or
- (iv) following disclosure under this letter, becomes available to the Recipient or any Authorised Recipient (as can be demonstrated by the Recipient’s or such Authorised Recipient’s written records or other reasonable evidence) from a source other than the Provider, which source is not known (or ought reasonably to have been known having made reasonable enquiry) by the Recipient and/or its Associates (to whom Confidential information is made available) to be bound by any obligation of confidentiality to the Provider or any member of its Group in relation to such information;

“Finance Provider” means a provider or prospective provider of debt finance to the Recipient in connection with the Transaction that needs to receive and consider Confidential Information for the purposes of the Transaction and in respect of whom the Recipient has obtained the prior written consent of the Provider (such consent not to be unreasonably withheld or delayed), and such consent shall not be needed for any provider of debt finance in respect of existing debt finance following any announcement of a firm offer under Rule 2.7 of the Code by the Recipient or any person acting in concert with the Recipient together with any director, officer, employee, adviser, agent or representative of such provider or prospective provider of debt finance;

“Group”, in relation to any person, means any corporations which are holding companies, parent undertakings, subsidiaries, or subsidiary undertakings (as such terms are defined in the Companies Act 2006) of it or of any such holding company from time to time;

“Joint Defence Agreement” means the joint defence agreement to be entered into, among others, the Parties in connection with the preservation of the confidentiality (and any privilege, right or immunity) of certain materials relating to the Parties to be exchanged and disclosed between their respective counsel;

“Panel” means the Panel on Takeovers and Mergers;

“Part VI Rules” means any of the Listing Rules, Disclosure Guidance & Transparency Rules or Prospectus Regulation Rules made by the Financial Conduct Authority in exercise of its functions as competent authority pursuant to Part VI of the Financial Services and Markets Act 2000 (**“FSMA”**);

“personal data” means such Confidential Information as relates to identified or identifiable living individuals;

“Proposed Transaction Details” has the meaning given in paragraph 3.1 (*Existence of the Transaction*);

“Provider”, in relation to either Party, means the person providing Confidential Information to the other Party pursuant to this letter; and

“Recipient”, in relation to either Party, means the person to whom Confidential Information is furnished by the other Party pursuant to this letter.

- 1.2** The words “including”, “include”, “in particular” and words of similar effect shall not be deemed to limit the general effect of the words that precede them.
- 1.3** The words “to the extent that” shall mean “to the extent that” and not solely “if” and similar expressions shall be construed in the same way.
- 1.4** References to: (i) a person include any company, corporation, firm, joint venture, partnership or unincorporated association (whether or not having separate legal personality); and (ii) a company include any company, corporation or body corporate, wherever incorporated.
- 1.5** The singular shall include the plural and vice versa.
- 1.6** The obligations expressed to be undertaken by each Party are obligations each Party owes to the other Party and to each member of that other Party’s Group.

2 Confidential Information

Subject to paragraph 3 (*Existence of the Transaction*), paragraph 4 (*Finance Providers*) and paragraph 11.1 (*Permitted Disclosure*), and always to Rule 2.3(d) of the Code, the Recipient shall:

- 2.1** keep the Confidential Information secret and confidential and, except with the Provider’s prior written consent, not disclose any of it to any person other than individuals:
 - 2.1.1** who are:
 - (i) directors, partners, officers, consultants, agents or employees of the Recipient or members of its Group; or

- (ii) directors, partners, officers, consultants, agents or employees of any of the Recipient's or members of its Group's professional advisers,

in each case, who need in the Recipient's reasonable opinion to know the same for the purposes of considering, evaluating, negotiating, advising on, furthering or implementing the Transaction; or

2.1.2 to whom disclosure is permitted by paragraph 4 (*Finance Providers*),

(together, the "**Authorised Recipients**");

- 2.2 only use the Confidential Information for the sole purpose of considering, evaluating, negotiating, advising on, furthering or implementing the Transaction and shall not use it for any other purpose;
- 2.3 keep the Confidential Information and any copies thereof secure using the same security measures and degree of care that would apply to its own confidential information, and shall otherwise comply with applicable data protection legislation, including by taking such reasonable security measures against unauthorised or unlawful processing or actual loss or destruction of, or damage to, personal data as may be required under that legislation;
- 2.4 not make any copies of Confidential Information or reproduce it in any form except for the purpose of supplying the same to those to whom disclosure is permitted in accordance with this letter or with the Provider's prior written consent (such consent not to be unreasonably withheld or delayed);
- 2.5 inform the Provider immediately if the Recipient becomes aware that Confidential Information has been disclosed to an unauthorised third party; and
- 2.6 notify the Provider in the event that it receives a request by an individual to exercise any of their rights under any applicable data protection legislation in relation to the personal data, including a request to obtain a copy of their personal data, and comply with the Provider's reasonable instructions with respect to such request.

3 Existence of the Transaction

- 3.1 Subject to paragraph 11.1 (*Permitted Disclosure*), paragraph 4 (*Finance Providers*), paragraph 13 (*Restrictions on Share Acquisitions*), and always to Rule 2.3(d) of the Code, the Parties shall, and shall procure that their respective Authorised Recipients shall, keep secret and confidential the existence, status, progress and contents of any negotiations or discussions relating to the Transaction, any terms proposed in relation to the Transaction and the existence and contents of this letter (the "**Proposed Transaction Details**") and shall not, without the prior written consent of the other Party, directly or indirectly make any disclosure or announcement concerning, or otherwise publicise, the Transaction, the Proposed Transaction Details or any other arrangement with the other Party connected in any way with the Transaction (otherwise than where permitted pursuant to paragraph 11.1 (*Permitted Disclosure*)).

4 Finance Providers

Without prejudice to paragraph 2 (*Confidential Information*) and paragraph 3 (*Existence of the Transaction*) and subject to paragraph 11 (*Permitted Disclosure*), the Recipient may only disclose Confidential Information and/or the Proposed Transaction Details to the Finance Providers provided that, prior to any such disclosure, each Finance Provider is informed of

and agrees to observe the obligations regarding Confidential Information and the Proposed Transaction Details in this letter and, if the Provider reasonably requires, has given such direct undertakings to the Provider (provided that such undertakings shall be no more onerous than those set out in this letter in respect of the disclosure of Confidential Information and the Proposed Transaction Details).

5 Nominated Representatives

- 5.1** Each Party shall (and shall procure that its Authorised Recipients shall), in relation to the Transaction, the Proposed Transaction Details and the Confidential Information, make contact and deal only with the persons who may from time to time be notified by the other Party in writing.
- 5.2** Notwithstanding the above, each Party's advisers may communicate with the other Party's advisers in connection with the Transaction and the Proposed Transaction Details.

6 Authorised Recipients

- 6.1** The Recipient shall direct and procure that each Authorised Recipient to whom Confidential Information is to be made available is fully aware of the Recipient's obligations regarding Confidential Information under this letter and shall observe the obligations contained in this letter regarding Confidential Information.
- 6.2** The Recipient shall be liable to the Provider for any breach of this letter by such persons whose actions it is required to direct and/or procure (and any action by such person that would constitute a breach of this letter by such person, if that person was party to the letter as an Authorised Recipient and had an obligation to the Provider in the letter to take the actions that the Recipient is required by the letter to direct that it take) save for any such Authorised Recipients who have agreed in writing directly with the Provider to be bound by the provisions of this letter.

7 Return and Destruction of Confidential Information

- 7.1** The Recipient shall, at its expense, as soon as practicable following termination of discussions concerning the Transaction and in any event within seven days of receipt of a written demand from the Provider:
 - 7.1.1** return or destroy, or procure the return or destruction of, all originals and hard copies of documents containing Confidential Information provided by the Provider to the Recipient or its advisers which are in the Recipient's possession or under the Recipient's custody and control; and
 - 7.1.2** so far as it is practicable to do so, permanently erase, or procure the permanent erasing of, all electronic copies of any Confidential Information in the Recipient's possession or under the Recipient's custody and control; and
 - 7.1.3** provide the Provider with a written confirmation (email being sufficient) from a duly authorised representative of the Recipient confirming that, to the best of the Recipient's knowledge, information and belief, having made all reasonable enquiries, the requirements of this paragraph 7.1 have been complied with by the relevant Recipient and its relevant Authorised Recipients,

provided that, without prejudice to any duties of confidentiality in relation to such Confidential Information contained in this letter:

- 7.1.4 the Recipient may retain any Confidential Information as may be required by law or regulation or requirement of any regulatory or governmental authority or stock exchange, including the rules of a professional body or any bona fide document retention and compliance policy;
- 7.1.5 the Recipient's advisers may keep one copy of any document in their possession for record purposes provided that, if those documents contain personal data, the Recipient's advisers shall not retain them to the extent the retention is in breach of applicable data protection legislation; and
- 7.1.6 nothing shall require the erasure or destruction of automatic back up electronic archives.

8 Ownership of Confidential Information

- 8.1 The Confidential Information shall remain the property of the Provider and its disclosure shall not confer on the Recipient or any other person any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this letter.

9 No Offer

- 9.1 Neither the Confidential Information nor anything else in this letter shall constitute an offer, inducement or invitation by or on behalf of either Party and neither Party shall be under any obligation to accept any offer or proposal which may be made by either Party or on either Party's behalf.

10 No Representation

- 10.1 None of the Confidential Information has been subject to verification, and neither the Provider nor any member of its Group nor any of its representatives or advisers accepts responsibility for or makes any representation, express or implied, or gives any warranty with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection with the Confidential Information and the Recipient undertakes to the Provider (for itself and as trustee for all other companies in its Group and its representatives and advisers) to waive any liability which such Parties may incur by reason of the Recipient's use of, or reliance upon, any of the Confidential Information.
- 10.2 Each statement in the above paragraph is made subject to the terms of any definitive written agreement or agreements entered into between the Parties in connection with the Transaction, and has no application in the case of fraud.

11 Permitted Disclosure

- 11.1 The provisions of paragraphs 2 (*Confidential Information*), paragraph 4 (*Financial Providers*) and paragraph 3 (*Existence of the Transaction*) shall not restrict any disclosure of the Proposed Transaction Details to Bridgemere Securities Limited, Stephen Morgan, the trustees of any trust which controls Bridgemere Securities Limited, its employees and advisors (together, "**Bridgemere**") (provided that Bridgemere shall comply with paragraph 6 (Authorised Recipients) of this letter as if they were an Authorised Recipient of the Offeror), financial ratings agencies (with the prior written consent of the Provider, such consent not to

be unreasonably withheld or delayed), to the extent required by applicable law or by any court of competent jurisdiction, the Part VI Rules, the rules and regulations of the London Stock Exchange (or any other stock exchange on which the Recipient's or the Provider's shares are listed, traded or quoted), the Code or any enquiry or investigation by any governmental, official or regulatory body (including, without limitation, any relevant securities exchange) which is lawfully entitled to require any such disclosure provided that, to the extent reasonably practicable and permitted by applicable law and regulation, prior to such disclosure, the Recipient shall promptly consult the Provider in advance of such disclosure with a view to providing the opportunity for the Provider to avoid or limit such disclosure or otherwise to agree the timing, form and content of such disclosure.

- 11.2** The provisions of this paragraph are without prejudice to the provisions of the Clean Team Agreement and the Joint Defence Agreement.

12 Non-solicitation of Employees

- 12.1** Each Party agrees that it shall not, and shall procure that its Associates who: (i) have received any Confidential Information; (ii) are aware of the Transaction or any Proposed Transaction Details; or (iii) are otherwise acting as directed, encouraged or suggested by each Party and/or any of its Associates shall not, for a period of 12 months from the date of this letter, solicit, endeavour to entice away, employ or offer to employ any person who is at any time during the negotiation of the Transaction employed in an executive or managerial position by, or is an officer of, the other Party or any member of its Group and is a person who (a) has access to trade secrets or other confidential information of the other Party or its Group; (b) who has participated in the discussions relating to the Transaction or the supply of Confidential Information; (c) is specifically identified in any of the Confidential Information supplied by the relevant Party; or (d) is a member of a functional leadership team or leader of a business line, whether or not such person would commit any breach of their contract of service in leaving its employment.
- 12.2** Neither: (i) the placing of an advertisement of, and the subsequent recruitment to, a post available to a member of the public generally; nor (ii) any person contacting the Recipient or any of its Associates of their own initiative for the purpose of seeking employment without any encouragement or solicitation by the Recipient, its Associates and/or any agency which are acting under the instructions of the Recipient and/or its Associates to do so; nor (iii) the recruitment of a person through an employment agency nor the recruitment of a person where discussions commenced prior to the date of this letter shall constitute a breach of this paragraph 12 provided that, in the case of the recruitment of a person through an agency, neither the relevant Party nor any of its Associates encourages or advises such agency to approach any such person.

13 Restrictions on Share Acquisitions

- 13.1** Subject to paragraphs 13.2 and 13.3, and without prejudice to any obligations it may have at law, under other provisions of this letter, under the Code or otherwise, each Party agrees that it shall not, and shall:
- (i) procure that its Associates with knowledge of the Transaction or the Proposed Transaction Details at the time; and

- (ii) direct that its and its Associates' representatives (to the extent such representatives are acting on behalf of or at the direction of the Recipient or its Associates at the time),

shall not for a period of one year from the date of this letter, without the prior consent in writing of the other Party, be involved in any Prohibited Activity.

13.2 For the purposes of this paragraph 13, each of the following is a "**Prohibited Activity**":

- (a) acquiring or seeking to acquire any interest in the shares (as defined in the Code) of the other Party, including rights to acquire, rights to subscribe for, options in respect of, and derivatives (including any contract for differences, spread bet or similar arrangement) referenced to, such securities or their price; or
- (b) entering into any agreement or arrangement (conditionally or otherwise and whether legally binding or not) with any person in relation to the acquisition of such an interest; or
- (c) communicating with any shareholder of the other Party to encourage such shareholder to oppose the board of directors of the other Party's business strategy or management of the business. For avoidance of doubt, nothing in this paragraph 13.2(c) shall prevent the Offeror from continuing communications with Bridgemere and updating Bridgemere on the Transaction; or
- (d) making a general offer, including a mandatory offer, for all or any part of the share capital of the other Party; or
- (e) subject to paragraph 11 (*Permitted Disclosure*), announcing, or taking any action which, under the Code or otherwise, would require the announcement of, any proposals for any takeover, merger, consolidation or share exchange or similar transaction involving the securities of the other Party or any member of its Group; or
- (f) taking any step which might give rise to any obligation under the Code or its equivalent in any jurisdiction to make any offer for all or any part of the share capital of the other Party; or
- (g) assisting or advising any person in relation to, any of the foregoing.

13.3 The restrictions in paragraph 13 (*Restrictions on Share Acquisitions*), paragraph 3 (*Existence of the Transaction*) and the inclusion of the Proposed Transaction Details within the definition of Confidential Information (without prejudice to other obligations or restrictions) shall cease to apply:

13.3.1 if the Offeror publishes an announcement of an offer under Rule 2.7 of the Code to acquire all of the issued and to be issued share capital of the Company including by way of scheme of arrangement, which has been unanimously recommended by the board of directors of the Company; or

13.3.2 if any person other than the Offeror or any of its Associates

- (i) shall have become interested (as defined in the Code) in shares carrying more than 29.9 per cent of the voting rights (as defined in the Code) of the Company; or

- (ii) makes, or announces under Rule 2.7 of the Code, an offer to acquire all of the issued and to be issued share capital of the Company (including by way of scheme of arrangement); or
- (iii) who is identified as a potential offeror under Rule 2.4 of the Code and makes an announcement under Rule 2.4 of the Code that it may make an offer to acquire the Company (including by way of scheme of arrangement); or
- (iv) with the agreement of the Company, or the Company, announces a proposal to seek shareholders' approval for a third party to avoid making an offer which would otherwise be required under Rule 9 of the Code; or
- (v) enters into an agreement with the Company to make an acquisition of all or substantially all of the undertakings, assets or business of the Company and the members of its Group.

13.4 In the event that either Party, any of its Associates or its representatives, acquires any interests in securities of the other Party in breach of paragraph 13 (*Restrictions on Share Acquisitions*), then, on request of the other Party (without prejudice to any other right of the other Party under this letter) the relevant Party shall dispose of or procure the disposal of such interest within seven days.

13.5 Nothing in paragraph 13 (*Restrictions on Share Acquisitions*) (without prejudice to other obligations or restrictions) shall prevent the acquisition of any interest in securities in either Party:

13.5.1 by any exempt principal trader in the same group as the relevant Party's financial advisers on the Transaction, provided any such dealings comply with Rule 38 of the Code; or

13.5.2 by any of the financial advisers to the relevant Party in the normal course of their investment 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, the relevant Party, or under an engagement by a third party with whom the relevant Party is acting in concert (as defined in the Code); or

13.5.3 by any person acquiring such interests as part of ordinary course index tracking activities or normal activity as a fund manager, market maker, broker or provider of trustee or nominee services, provided that such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, the relevant Party; or

13.5.4 with the prior written consent of the relevant Party.

14 Insider Dealing and Market Abuse

14.1 The Recipient acknowledges that the Confidential Information and the Proposed Transaction Details are given in confidence and that some or all of the Confidential Information and the Proposed Transaction Details may be inside information for the purposes of the Market Abuse Regulation (EU) No 596/2014, as it forms part of retained EU law as defined in the EU (Withdrawal) Act 2018 in the United Kingdom ("**MAR**") and the Criminal Justice Act 1993 (the "**CJA**") and that:

14.1.1 once it has received such information it must not act or use the information in any way that contravenes Article 8 MAR (insider dealing), Article 10 MAR (unlawful

disclosure of inside information) and/or Article 12 MAR (market manipulation) for such time as the information remains inside information; and

- 14.1.2** subject to and in accordance with applicable law, it must not deal in securities that are price-affected securities (as defined in the CJA) in relation to the inside information, encourage another person to deal in price-affected securities or disclose the information (except as permitted by the CJA) for such time as the information remains inside information.

15 Privilege

Each Party represents and agrees that to the extent any Confidential Information attracts any form of privilege or refers to other documents which attract any form of privilege, then such privilege shall not be waived, prejudiced or otherwise affected in any way (directly or indirectly) by being made available to the other Party. Each Party acknowledges that the other Party expressly relies on such representation and agreement in permitting the Recipient to have access to such Confidential Information.

16 Principal

Each Party confirms that it is acting as a principal on its own account and not as an agent or broker for any other person and that it shall be responsible for any costs incurred by it or on its behalf in connection with the Transaction and/or the consideration and evaluation of the Confidential Information.

17 Duration

The obligations set out in this letter shall cease to have effect upon completion of the Transaction. In the event of the termination of discussions or negotiations relating to the Transaction, the obligations set out in this letter shall continue in full force and effect notwithstanding the return or destruction of Confidential Information and any copies of it until the expiry of the period ending 24 months from the date of this letter. Such cessation or expiry shall be without prejudice to any rights and liabilities which may have accrued before such cessation or expiry.

18 Waiver

No failure or delay by either Party in exercising any of its rights under this letter shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such rights.

19 Remedies

Without prejudice to any other rights or remedies which either Party may have, each Party acknowledges and agrees that damages may not be an adequate remedy for any breach by either Party of the provisions of this letter and each Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the other Party or any other relevant person and no

proof of special damages shall be necessary for the enforcement by either Party of the rights under this letter.

20 Assignment

Neither Party may assign this letter without the prior written consent of the other Party.

21 Variation

No variation of this letter shall be effective unless in writing and signed by or on behalf of each of the Parties.

22 Severability

If any provision of this letter shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. To the extent it is not possible to delete or modify the provision, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this letter and the legality, validity and enforceability of the remainder of this letter shall, subject to any deletion or modification made under this paragraph, not be affected.

23 Notices

Any notice, claim or demand in connection with this letter shall be given in writing to the relevant Party at the address stated in this letter (or such other address as it shall previously have notified to the other Party). Any notice sent by email shall be deemed received when sent, any notice sent by hand shall be deemed received when delivered and any notice sent (to the address set out at the beginning of this letter) by first class post shall be deemed received 48 hours after posting.

24 Third Party Rights

- 24.1** A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. A Party to this letter may enforce this letter on behalf of each member of its Group.

25 Counterparts

This letter may be entered into in any number of counterparts, all of which taken together shall constitute one and the same letter. Either Party may enter into this letter by signing any such counterpart.

26 Governing Law and Jurisdiction

- 26.1** This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 26.2** Each of the Parties irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this letter and that accordingly any proceedings arising out of or in connection with this letter shall be brought in such courts. Each of the Parties irrevocably submits to the jurisdiction of such

courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

27 Miscellaneous

- 27.1** This letter also applies to Confidential Information accessed through any electronic data room and supersedes any “click-through” acknowledgment or agreement associated with any such data room.

Please indicate your acceptance of these terms by signing the enclosed duplicate of this letter and returning it to us.

Yours faithfully



.....
Name: 

Title: 

For and on behalf of **Barratt Developments plc**

We hereby agree to the terms of your letter dated 8 January 2024 of which a copy is set out above.

.....
[Redacted Signature]

Name: [Redacted Name]

Title: [Redacted Title]

For and on behalf of **Redrow plc**

Dated: ...8 January 2024.....