

EXECUTION VERSION

To: Barratt Developments PLC ("**Barratt**")

Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville,
Leicestershire, LE67 1UF

From: Bridgemere Securities Limited

Third Floor Cambridge House, Le Truchot, St Peter Port, Guernsey, GY1 1WD

6/11 February 2024

Dear Sirs, Mesdames

Combination of Barratt and Redrow plc ("Redrow**")**

1 Background

We understand that you intend to announce a firm intention to make an offer for the entire issued and to be issued share capital of Redrow (the "**Combination**") substantially on the terms and subject to the conditions set out in the draft Rule 2.7 announcement provided to us (subject to such non-material modifications to such announcement as may be agreed by Barratt and Redrow) (the "**Offer Announcement**").

We understand that the Combination is expected to be implemented by way of a Scheme or an Offer.

Capitalised terms not otherwise defined in this deed shall have the meanings given to them in the Offer Announcement.

2 Irrevocable undertakings

2.1 Shares

2.1.1 We irrevocably and unconditionally confirm, represent and warrant to Barratt that we are the registered holder and/or beneficial owner of (or are otherwise able to control the exercise of) all rights, including voting rights, attaching to all the shares in Redrow, as set out in the first column of the table at Appendix 1 to this deed (the "**Owned Redrow Shares**").

2.1.2 In this undertaking:

"**New Redrow Shares**" means any other shares in Redrow: (a) of which we may become the registered holder and/or beneficial owner; or (b) the exercise of all rights, including voting rights, attaching to which we may otherwise become able to control, in each case, after the date of this deed; and

"**Redrow Shares**" means the Owned Redrow Shares together with any New Redrow Shares.

2.2 Warranties etc.

2.2.1 We irrevocably and unconditionally warrant, represent and undertake to Barratt that:

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- (i) the Owned Redrow Shares include all the shares in Redrow registered in our name or beneficially owned by us or in respect of which we are interested (as defined in the Code);
- (ii) the Redrow Shares shall be transferred pursuant to the Combination free from all charges, liens and encumbrances and with all rights now or hereafter attaching to them, including the right to all dividends declared, made or paid hereafter (other than as provided by the terms of the Combination);
- (iii) we have full power and authority to: (A) enter into this deed; and (B) perform our obligations under this deed in accordance with its terms;
- (iv) we shall promptly notify Barratt in writing of any change to or inaccuracy in any information supplied, or representation or warranty given, by us under this deed; and
- (v) we have full power and authority to accede to the Combination or to undertake the same (in relation to any Redrow Shares of which we are not both registered holder and beneficial owner) in respect of all the Redrow Shares.

2.3 Undertaking to vote in favour/accept the Offer

2.3.1 If Barratt elects to implement the Combination by way of a Scheme, we shall:

- (i) exercise, or where applicable, procure the exercise of, all votes (whether on a show of hands or a poll and whether in person or by proxy) in relation to the Redrow Shares at:
 - (a) the meeting of the Redrow Shareholders convened by order of the Court (including any adjournment thereof) for the purpose of considering and, if thought fit, approving the Scheme (the "**Court Meeting**"); and
 - (b) the general meeting of the Redrow Shareholders (including any adjournment thereof) to be convened in connection with the Scheme (the "**GM**"),

in favour of the Scheme, in respect of any resolutions (whether or not amended) required to give effect to the Scheme (the "**Resolutions**") as set out in the notices of meeting in the circular to be sent to the Redrow Shareholders containing, amongst other things, an explanatory statement in respect of the Scheme (the "**Scheme Document**") and, save as provided herein, against any proposal to adjourn the Court Meeting or the GM or to amend the Scheme (other than with Barratt's prior consent); and

- (ii) after the despatch of the Scheme Document to the Redrow Shareholders (and without prejudice to our right to attend and vote in person at the Court Meeting and the GM in accordance with paragraph 2.3.1(i) above):
 - (a) return or procure the return of the signed forms of proxy enclosed with the Scheme Document (completed, signed and voting in favour of the Scheme and the Resolutions) in accordance with the instructions printed on the forms of proxy and, if applicable, in

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respect of any Redrow Shares held in uncertificated form, take or procure the taking of any such action in order to make a valid proxy appointment and give valid proxy instructions (voting in favour of the Resolutions) as soon as possible and in any event at least five (5) days prior to the Court Meeting and the GM; and

- (b) not revoke or withdraw the forms of proxy once they have been returned in accordance with paragraph 2.3.1(ii)(a) above.

2.3.2 If Barratt elects to implement the Combination by way of an Offer:

- (i) we undertake to accept, or procure the acceptance of, the Offer in respect of the Redrow Shares;
- (ii) we agree to fulfil this undertaking, in respect of the Redrow Shares by not later than 3.00 p.m. on the tenth Business Day after the date of despatch to the Redrow Shareholders of the formal document containing the Offer (the **"Offer Document"**) (or, in respect of any Redrow Shares acquired by us after the publication of the Offer Document, within seven days of such acquisition), by either:
 - (a) returning to you, or procuring the return to you, or as you may direct, duly completed and signed form(s) of acceptance relating to the Offer and we also agree to forward, or procure to be forwarded, with such form(s) of acceptance (or as soon as possible thereafter) the share certificate(s) or other document(s) of title in respect of the relevant Redrow Shares;
 - (b) if the Redrow Shares are held in CREST, sending (or procuring that any CREST sponsor sends) to Euroclear UK & Ireland Limited the relevant Transfer to Escrow instruction accepting the Offer (in accordance with the procedures described in the Offer Document) in respect of the relevant Redrow Shares; or
 - (c) taking such other steps as may be set out in the Offer Document to effect the acceptance of the Offer and transfer to you of the Redrow Shares;
- (iii) we undertake that we shall, notwithstanding the provisions of the Code on or any terms of the Offer regarding withdrawal, not withdraw such acceptance(s).

2.4 Dealings with Redrow Shares

We agree that we shall, and shall procure that any person holding the Redrow Shares shall:

- 2.4.1 except pursuant to the Combination, not dispose of, charge, pledge or otherwise encumber or grant any option or other right over or otherwise deal in any of the Redrow Shares or any interest in them (whether conditionally or unconditionally);
- 2.4.2 not acquire any shares or other securities of Redrow or any interest (as defined in the Code) in any such shares or securities;
- 2.4.3 not exercise any right to convert or reclassify any Redrow Share into another class or type of security interest in Redrow;

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- 2.4.4 not exercise any voting rights attaching to the Redrow Shares to vote in favour of any resolution to approve any scheme of arrangement or other transaction which is proposed in competition with or which would, or would be reasonably likely to, otherwise frustrate, impede or delay the Combination or any part thereof or, in relation to the Redrow Shares, take any action which may be prejudicial to the outcome of the Combination;
- 2.4.5 not accept, in respect of any of the Redrow Shares, any offer or other transaction made in competition with or which would, or would be reasonably likely to, otherwise frustrate, impede or delay the Combination or any part thereof;
- 2.4.6 not express our support publicly for any proposed competing offer, scheme of arrangement or other transaction which might otherwise frustrate the Combination or any part thereof;
- 2.4.7 not, without the consent of Barratt, convene or requisition, or join in convening or requisitioning, any general or class meeting of Redrow;
- 2.4.8 other than pursuant to this deed, not enter into any agreement or arrangement or allow to arise any obligation with any person, whether conditionally or unconditionally,
- (i) to do any of the acts prohibited by paragraphs 2.4.1 to 2.4.7 inclusive; or
 - (ii) which would or might restrict or impede the Combination becoming Effective or our ability to comply with this undertaking; or
 - (iii) in relation to, or operating by reference to, the Redrow Shares or any interest in them,
- and references in this paragraph 2.4.8 to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions.

2.5 Lock-Up

- 2.5.1 We agree that, except as provided at paragraph 2.5.2 below, for the period of 6 months following the date of completion of the Combination, we shall not directly or indirectly effect any Disposal of any shares of Barratt of which we may become the registered holder and/or beneficial owner (or otherwise become able to control the exercise of all rights, including voting rights, attaching to such shares) pursuant to the terms of the Combination ("**Consideration Shares**").
- 2.5.2 The restriction contained in paragraph 2.5.1 above shall not apply to any of the following:
- (i) any disposal by us of any title to or interest in any Consideration Shares notified in writing in advance to Barratt and to which Barratt gives its prior consent in writing;
 - (ii) an acceptance of a general offer for the share capital of Barratt made in accordance with the Code or a sale of the share capital of Barratt to an offeror or potential offeror during an offer period (within the meaning of the Code);

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- (iii) any Disposal of Consideration Shares pursuant to a scheme of arrangement under Part 26 of the Companies Act 2006 providing for the acquisition by any person (or group of persons acting in concert as such expression is defined in the Code) of 50 per cent. or more of the ordinary share capital of Barratt;
- (iv) any disposal by us of any title to or interest in any Consideration Shares to our ultimate holding company or any of our subsidiaries or subsidiary undertakings, or to any subsidiary or subsidiary undertaking of its ultimate holding company,

provided that:

- (a) any disposals pursuant to this paragraph 2.5 shall be notified in advance to Barratt in writing two Business Days prior to the entry into of any agreement relating to the same;
- (b) in respect of any disposal pursuant to paragraph 2.5.2(iv):
 - (I) prior to the making of any disposal the proposed transferee shall have agreed to be bound by the restrictions of this paragraph 2.5 as if it were the transferor on terms acceptable to Barratt (acting reasonably); and
 - (II) in the event that any such transferee is to cease to be an entity described in paragraph 2.5.2(iv), any such interest in any Consideration Shares will, prior to such cessation, be transferred to either: (A) us; or (B) another of our permitted transferees falling within paragraph 2.5.2(iv) and which has agreed to be bound by the restrictions of this paragraph 2.5 as if it were the transferor on terms acceptable to Barratt (acting reasonably).

3 Publicity

3.1 We consent to:

- 3.1.1 the Offer Announcement, any announcement made pursuant to or in connection with Rule 2.4 of the Code and any announcement otherwise made in connection with the Combination containing references to us and to this deed;
- 3.1.2 particulars of this deed being set out in the formal document(s) implementing the Combination (including an announcement made by Barratt under Rule 2.7 of the Code and the scheme document relating to the Combination), any announcement made pursuant to or in connection with Rule 2.4 of the Code, any shareholder circular published by Barratt or Redrow in connection with the Combination and any related prospectus or prospectus exempted document; and
- 3.1.3 this deed being published on a website as required by Rule 26.2 and Note 4 on Rule 21.2 of the Code, the Disclosure Guidance and Transparency Rules or the Listing Rules of the Financial Conduct Authority.

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3.2 We acknowledge that:

- 3.2.1 by entering into this deed, the provisions of Rule 2.10 and Rule 8 of the Code shall apply which include the obligation to make prompt announcements and notifications after becoming aware that we shall not be able to comply with the terms of this deed or no longer intend to do so;
- 3.2.2 without prejudice to paragraph 2.4.2 of this deed, if we intend to acquire any interest (as defined in the Code) in any securities in Redrow the provisions of Rule 2.10(d) of the Code and Note 9 on the Code definition of "acting in concert" shall apply and the Panel's prior consent to such acquisition shall be required; and
- 3.2.3 we shall provide you promptly with the details of our acceptance of the Offer (if applicable) and, if relevant, the appointment of any proxy as you may reasonably require to comply with Applicable Rules and, as soon as practicable, notify you in writing upon becoming aware of any change in the accuracy of any such information previously given by us.

3.3 We understand that the information provided to us in relation to the Combination is given in confidence and must be kept confidential, save as required by the Code, law or any rule of any relevant regulatory body or stock exchange, until the Offer Announcement or an announcement made pursuant to Rule 2.4 of the Code is released or the information has otherwise become generally or publicly available. If and to the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the Market Abuse Regulation (EU) No 596/2014 (as it forms part of assimilated law as defined in the EU (Withdrawal) Act 2018 in the United Kingdom), we shall comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

4 Termination

- 4.1 This deed shall not oblige Barratt to announce or proceed with the Combination. However, without prejudice to any accrued rights or liabilities, our Obligations shall terminate and be of no further force and effect if:
 - 4.1.1 the Offer Announcement is not released by 11:59 p.m. (UK) on 7 February 2024 (or such later time or date as Redrow and Barratt may agree in which case the later time and date shall apply for the purposes of this paragraph 4.1.1);
 - 4.1.2 Barratt announces, with the consent of the Panel, and before the Offer Document or Scheme Document is published, that it does not intend to proceed with the Combination and no new, revised or replacement Scheme (or Offer, as applicable) is announced by Barratt in accordance with Rule 2.7 of the Takeover Code;
 - 4.1.3 the Combination does not become Effective, is withdrawn or lapses in accordance with its terms, provided that this paragraph 4.1.3 shall not apply:
 - (i) where the Combination is withdrawn or lapses solely as a result of Barratt exercising its right to implement the Combination by way of an Offer rather than a Scheme or vice versa; or
 - (ii) if the lapse or withdrawal either is not confirmed by Barratt or is followed within 10 Business Days by an announcement under Rule 2.7 of the Code by Barratt (or a person acting in concert with it) to implement the Combination either by a new, revised or replacement scheme of

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arrangement pursuant to Part 26 of the Companies Act 2006 or takeover offer (within the meaning of section 974 of the Companies Act 2006); or

- 4.1.4 any competing offer or scheme of arrangement for Redrow is declared unconditional in all respects or otherwise becomes effective; or
- 4.1.5 a Higher Competing Offer is announced (in accordance, and as agreed or determined in accordance with, paragraph 5).

4.2 On termination of this deed we shall have no claim against Barratt and Barratt shall have no claim against us, save in respect of any prior breach thereof.

5 Higher competing offer

5.1 For the purposes of this paragraph 5:

5.1.1 the expression "**Higher Competing Offer**" means, subject to paragraph 5.2 below, an announcement made in accordance with Rule 2.7 of the Code of a competing offer (whether by means of a takeover offer within the meaning of section 974 of the Companies Act 2006 or by way of a scheme of arrangement under section 895 of the Companies Act 2006) for the ordinary shares in Redrow, the value of the consideration per ordinary share available under which at the time it is made (the "**Valuation Time**") exceeds the value of the consideration per ordinary share available under the Combination by at least 12 per cent. at that time, for these purposes:

- (i) on the assumption, in each case, that any rights to elect to receive different forms of consideration (including rights to accept underwritten cash alternatives or other collateral offers) are exercised in such manner as maximises that value but ignoring the possible impact of any "mix and match" or similar arrangement under which shareholders in Redrow can elect, subject to the elections of other shareholders, to vary the proportion in which they receive different forms of consideration; and
- (ii) taking into account, to the extent relevant, the impact of any dividend (or other distribution) announced by Barratt, Redrow, or such competing offeror, on the consideration under the Combination and/or the Higher Competing Offer; and

5.1.2 securities of a class already admitted to trading by the London Stock Exchange shall be deemed to have a value per unit of security equal to closing middle market quotations derived from the Daily Official List published by the London Stock Exchange at the Valuation Time (or at the most recent time when such prices were quoted).

5.2 If a third party makes an announcement made in accordance with Rule 2.7 of the Code of a competing offer (whether by means of a takeover offer within the meaning of section 974 of the Companies Act 2006 or by way of a scheme of arrangement under section 895 of the Companies Act 2006) for the ordinary shares in Redrow, we shall be entitled to serve on you a notice stating that in our opinion the relevant offer is a Higher Competing Offer (an "**Opinion Notice**"). If within seven days of the date of service of any Opinion Notice, you have not by notice in writing to us indicating that you disagree with our opinion (a

"Dissent Notice") then our opinion shall be final and binding on you and us. If, however, a Dissent Notice is served within that period then, at any time thereafter, either you or we shall be entitled to refer the question whether or not the relevant offer is a Higher Competing Offer to Redrow's Financial Advisers or, if they shall be unable or unwilling to act, to such other internationally recognised investment bank as we shall agree or in default of agreement such internationally recognised investment bank as the Director-General of the Association of Financial Markets in Europe shall select upon the application of either of us (the **"Expert"**). You and we shall then use all reasonable efforts to ensure that the Expert expresses its opinion on that question as soon as is reasonably practicable (and prior to the Court Meeting and the GM) and that opinion shall be final and binding on you and us. The Expert shall act as an expert and not as an arbitrator and shall not be obliged to give reasons for its decision. Its charges shall be divided between you and us as it shall determine.

- 5.3** If a Higher Competing Offer (as agreed or determined in accordance with this paragraph 5) is announced prior to the date of the Court Meeting or the GM or, if the Combination is implemented by way of an Offer, the latest possible day for acceptance of the Offer (but not later than such time as the Offer has been declared unconditional), then all Obligations under this deed shall immediately lapse and, in particular, we shall be entitled to withdraw any acceptance(s) or forms of proxy relating to the Combination in accordance with their terms.
- 5.4** If we have served an Opinion Notice on you in accordance with paragraph 5.2, but a final determination (in accordance with this paragraph 5) as to whether or not a Higher Competing Offer has occurred has not been made prior to the date of the Court Meeting or the GM or, if the Combination is implemented by way of an Offer, the latest possible day for acceptance of the Offer (but not later than such time as the Offer has been declared unconditional), then we shall not be obliged to comply with the undertakings in paragraph 2.3 at the Court Meeting or the GM and we shall be permitted to propose and/or vote in favour of a resolution to adjourn the Court Meeting and/or the GM, pending such determination. If a determination is made that no Higher Competing Offer has occurred, all Obligations under this deed shall continue in full force and effect.

6 Enforcement

6.1 Governing law

This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English and Welsh law and we agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this deed and that accordingly any proceedings arising out of or in connection with this deed shall be brought in such courts.

6.2 Specific performance

Without prejudice to any other rights or remedies which you may have, we acknowledge and agree that damages may not be an adequate remedy for any breach by us of any of our Obligations. You shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such Obligation and no proof of special damages shall be necessary for the enforcement by you of your rights under this deed.

7 Interpretation

7.1 Revised Combination

In this deed, references to the Combination shall include any extended, increased or revised offer or proposal by Barratt, the terms of which in the opinion of Barratt's Financial Advisers are at least as favourable to the Redrow Shareholders as the original Combination.

7.2 Additional Terms

The Combination shall be subject to such additional terms and conditions as may be required to comply with Applicable Requirements.

7.3 Unconditional and irrevocable obligations

Except to the extent otherwise specified, the Obligations set out in this deed are unconditional and irrevocable.

7.4 Time

Time shall be of the essence of the Obligations set out in this deed.

7.5 Whole agreement

This deed supersedes any previous written or oral agreement between us in relation to the matters dealt with in this deed and contains the whole agreement between us relating to the subject matter of this deed at the date of this deed to the exclusion of any terms implied by law which may be excluded by contract.

We acknowledge that we have not been induced to sign this deed by any representation, warranty or undertaking not expressly incorporated into it.

7.6 Meaning

In this deed:

- 7.6.1 references to "**Applicable Requirements**" mean the requirements of the Code, the Panel, any applicable law, the High Court of Justice in England and Wales, the Companies Act 2006, the Listing Rules, the Disclosure Guidance and Transparency Rules, the Prospectus Regulation Rules made by the Financial Conduct Authority in exercise of its function as competent authority pursuant to Part VI of the Financial Services and Markets Act 2000, the Financial Conduct Authority, or the requirements of any other relevant regulatory authority;
- 7.6.2 references to the "**Code**" are to the UK City Code on Takeovers and Mergers;
- 7.6.3 references to "**Consideration Shares**" has the meaning given in paragraph 2.5.1;
- 7.6.4 references to a "**Disposal**" includes any offer, sale, contract to sell, grant or sale of options over, purchase of any option or contract to sell, transfer, charge, pledge, grant of any right or warrant to purchase or otherwise transfer, lend, or dispose of, directly or indirectly, any Consideration Shares or any securities convertible into or exercisable or exchangeable for Consideration Shares or the entry into of any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of Consideration Shares, whether any such

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transaction described above is to be settled by delivery of Consideration Shares or such other securities, in cash or otherwise or any other disposal or agreement to dispose of any Consideration Shares or any announcement or other publication of the intention to do any of the foregoing and "dispose" shall be construed accordingly;

7.6.5 references to an "**Obligation**" or the "**Obligations**" are to our undertakings, agreements, warranties, appointments, consents and waivers set out in this deed;

7.6.6 references to an "**Offer**":

- (i) mean an offer by Barratt or any subsidiary of Barratt for the entire issued and to be issued share capital of Redrow by way of a takeover offer within the meaning of Section 974 of the Companies Act 2006; and
- (ii) shall include any extended, increased or revised offer by Barratt or any subsidiary of Barratt for the acquisition of Redrow, the terms of which in the opinion of Barratt's Financial Advisers are at least as favourable to the Redrow Shareholders as the original Offer;

7.6.7 references to the "**Barratt's Financial Advisers**" are to UBS AG, London Branch and Morgan Stanley & Co. International plc;

7.6.8 references to the "**Panel**" are to the Panel on Takeovers and Mergers;

7.6.9 references to "**Redrow's Financial Advisers**" are to Barclays Bank PLC (acting through its investment bank) and Peel Hunt LLP; and

7.6.10 references to a "**Scheme**":

- (i) mean the proposed acquisition by Barratt or any subsidiary of Barratt of the entire issued or to be issued share capital of Redrow by way of a scheme of arrangement (pursuant to Part 26 of the Companies Act 2006), substantially on the terms and subject to the conditions which are set out in the Offer Announcement; and
- (ii) shall include any extended, increased or revised proposal by Barratt or any subsidiary of Barratt for the acquisition of Redrow.

8 Third Party Rights

A person who is not party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9 Customer relationship

We confirm and accept that Barratt's Financial Advisers are not acting for us in relation to the Combination for the purposes of the rules of the Conduct of Business Sourcebook of the Financial Conduct Authority and shall not be responsible to us for providing protections afforded to their clients or advising us on any matter relating to the Combination.

10 Notices

Any notice or other communication in connection with this deed (each, a "**Notice**") shall be in writing in English and shall be sufficiently given or served if delivered or sent:

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in the case of us to:

Address: Third Floor Cambridge House, Le Truchot, St Peter Port, Guernsey, GY1 1WD



in the case of you to:

Address: Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF

Attention: Group Company Secretary

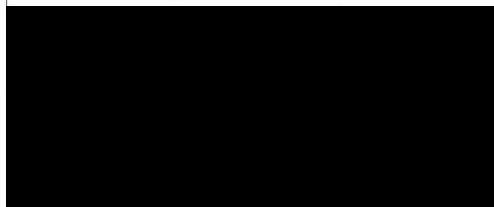


Any Notice may be delivered by hand, by email or sent by courier using an internationally recognised courier company or prepaid first class post. Without prejudice to the foregoing any Notice shall conclusively be deemed to have been received at the time of delivery if delivered by hand, if sent by email, on the date and time when sent, provided that the sender does not receive a notice of non-delivery or if sent by prepaid first class post or courier, one Business Day after posting it.

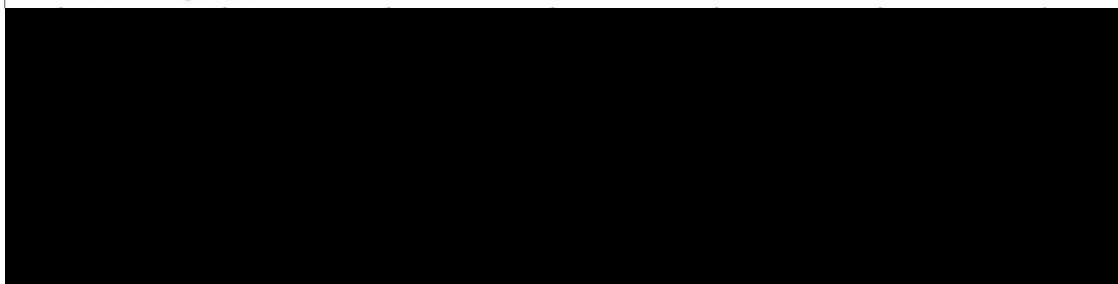
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In Witness whereof this deed has been duly executed and delivered as a deed on the date above mentioned.

EXECUTED as a DEED by
Bridgemere Securities
Limited in the presence of:



Witness's signature



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Appendix 1
Shares to which this deed relates

The following represent our current holdings in Redrow.

Number of Redrow Shares	Registered holder and address
52,851,816 ordinary Shares	Bridgemere Securities Limited

