EXECUTION VERSION

To: Vistry Group PLC (the "**Offeror**")
11 Tower View, Kings Hill
West Malling
United Kingdom
ME19 4UY

__4__ September 2022

Dear Sir or Madam

Combination of Vistry Group PLC and Countryside Partnerships PLC (the "Company")

1 Background

1.1 I understand that the Offeror intends to announce a firm intention to make an offer for the entire issued and to be issued ordinary share capital of the Company (the "**Combination**") substantially on the terms and subject to the conditions set out in the draft Rule 2.7 announcement provided to me (subject to such non-material modifications to the Announcement as may be agreed by the Offeror and the Company) (the "**Announcemen**t").

1.2 I understand that the Combination is expected to be implemented by way of a Scheme (as defined below) but that the Offeror is entitled, in the circumstances set out in the Announcement, to implement the Combination by way of an Offer (as defined below).

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

2 Irrevocable undertakings

I, the undersigned, irrevocably and unconditionally undertake, confirm, warrant and represent to the Offeror that:

2.1 I am the registered holder and/or the beneficial owner of (or am otherwise able to control the exercise of) all rights, including voting rights, attaching to all the shares in the Company as set out in the first column of the table at Appendix 1 to this deed (the "**Existing Shares**");

2.2 I have been granted options and awards over shares in the Company under the Company's share schemes as set out in the second column of the table at Appendix 1 to this deed (the "**Awards**"), the Awards are still subsisting and I am beneficially entitled to the Awards;

2.3 Appendix 1 to this deed represents a complete and accurate list of all the shares and other securities in the Company of which I am the beneficial owner or otherwise able to control the exercise of all rights attaching to them;

2.4 I have full power and authority to, and (unless the Offeror otherwise requests me in writing in advance) shall, 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 Shares (as defined below) at:

2.4.1 the meeting of the Company's ordinary 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

2.4.2 the general meeting of the Company's ordinary 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 shareholders of the Company containing, amongst other things, an explanatory statement in respect of the Scheme (the "**Scheme Document**") and in favour only where I am (or persons connected to me are) entitled to vote, of any resolutions to approve any arrangement with any shareholders of the Company for the purposes of Rule 16 and/or Rule 21 of the Code and, save as provided herein, against any proposal to adjourn the Court Meeting or the GM or to amend the Scheme (other than with the Offeror's prior written consent);

2.5 I shall, after the despatch of the Scheme Document to the Company's shareholders (and without prejudice to my right to attend and vote in person at the Court Meeting and the GM):

2.5.1 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 as soon as possible and in any event within ten (10) days after the date of despatch of the Scheme Document; and

2.5.2 not revoke or withdraw the forms of proxy once they have been returned in accordance with paragraph 2.5.1;

2.6 prior to the Scheme becoming effective (or, if applicable, the Offer becoming or being declared unconditional) or my Obligations (as defined below) terminating in accordance with the terms of this deed (whichever is earlier), I shall not, and shall procure that any person holding the Shares shall not:

2.6.1 except pursuant to the Scheme, sell, transfer, dispose of, charge, pledge or otherwise encumber or grant any option or other right over or otherwise deal in any of the Shares or any interest in them (whether conditionally or unconditionally);

2.6.2 except by: (i) the grant, vesting and/or exercise of awards and options in accordance with the Awards; and/or (ii) acquisition under an existing dividend reinvestment plan, acquire any shares or other securities of the Company or any interest (as defined in the Code) in any such shares or securities, unless the Panel first determines, and confirms to you, that in respect of such acquisition: (i) I am not acting in concert with you under Note 9 on the definition of "acting in concert" set out in the Code; and (ii) the acquisition of any such shares or other securities would not result in a contravention of Rule 5 of the Code nor a mandatory offer under Rule 9 of the Code;

2.6.3 exercise any voting rights attaching to the Shares to vote in favour of any scheme of arrangement or other transaction competing with the Combination;

2.6.4 without the consent of the Offeror, in relation to the Shares, requisition, or join in requisitioning, any general or class meeting of the Company which would or would reasonably be expected to restrict or impede the Scheme becoming effective or, as the case may be, the Offer becoming unconditional; or

2.6.5 other than pursuant to this deed, 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 2.6.1 to 2.6.4 (inclusive);

(ii) which, in relation to the Shares, would or might restrict or impede my ability to comply with this undertaking; or

(iii) in relation to, or operating by reference to, the Shares or any interest in them,

and references in this paragraph 2.6.5 to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following the Scheme becoming effective, lapsing or being withdrawn or upon or following this undertaking ceasing to be binding or upon or following any other event;

2.7 I have full power and authority to: (i) enter into this deed; and (ii) perform my obligations under this deed in accordance with its terms;

2.8 I shall promptly notify the Offeror in writing of any change to or inaccuracy in any information supplied, or representation or warranty given, by me under this deed;

2.9 notwithstanding the provisions of paragraph 2.6 above, prior to my voting in favour of the Scheme in accordance with paragraph 2.4 above, or, if applicable, my acceptance of the Offer, I shall be permitted to transfer some or all of my Shares (in one or more transactions) (such Shares being "**Transferred Shares**") to one or more of my connected persons provided that:

2.9.1 such a transfer is undertaken as part of my bona fide tax planning;

2.9.2 I notify you no less than five Business Days before such transfer; and

2.9.3 on the date of such transfer I shall procure that the transferee or beneficiary of such Transferred Shares sign and deliver to you irrevocable undertakings in respect of such Transferred Shares in the same form as this deed (save if such a transferee has already signed and delivered to you an irrevocable undertaking on terms which extends to such Transferred Shares);

2.10 I shall accept any proposal made by or on behalf of you to holders of options and awards over Shares in compliance with Rule 15 of the Code (a "**Relevant Proposal**") in respect of all such Awards held by me not later than seven days after you send such proposals to the holders of options and awards or otherwise ensure that any Shares arising on the exercise of options or vesting of awards prior to the effective date of the Scheme participate in the Scheme, provided that the Relevant Proposal is consistent with the terms of the co-operation agreement between the Company and the Offeror dated on or around the date of this deed (the "**Co-Operation Agreement**"), or is otherwise stated, in the opinion of one or more of the Offeror's Financial Advisers, to be fair and reasonable and which the directors of the Company recommend I accept (provided always that any revision to the terms of the Co-Operation Agreement which relate to the Relevant Proposal does not result in a detriment to me as a holder of any such options and/or awards over Shares);

2.11 I shall not, and if applicable shall procure that the registered holder shall not, in respect of the Shares, elect, through the Mix and Match Facility that is being made available to all shareholders of the Company in connection with the Combination, to vary the proportion in which I receive cash and New Vistry Shares so as to receive a higher proportion of New Vistry Shares than as prescribed by the Combination Consideration (for the avoidance of doubt, nothing in this paragraph 2.11 shall restrict me from electing through such Mix and Match Facility to receive a higher proportion of cash than as prescribed by the Combination Consideration); and

2.12 this Section 2 (if and to the extent applicable) shall not restrict me from: (i) exercising any options or awards under the Company's share schemes; or (ii) selling such number of Shares as may be required to cover my liability for income tax and employee national insurance contributions in respect of the exercise of any such options or awards, in each case following the Court Meeting and the GM but prior to the Scheme Record Time (as defined in the Scheme).

3 Publicity

3.1 I consent to:

3.1.1 the announcement of the Combination containing references to me and the registered holder(s) of the Shares and to this deed substantially in the terms set out in the Announcement;

3.1.2 the inclusion of references to me and the registered holder(s) of the Shares and particulars of this deed being set out in any announcement and the formal document(s) implementing the Combination (including the Scheme Document, any Offer Document, any circular or prospectus published in connection therewith (including any supplements thereto)); 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 or the Disclosure Guidance and Transparency Rules or Listing Rules of the Financial Conduct Authority.

3.2 I undertake to provide you promptly with all such information in relation to the dealings of myself in the share capital of the Company as you may reasonably require to comply with the rules and requirements of the Code, the Panel, the Court, the Financial Conduct Authority and the London Stock Exchange plc, and any legal or regulatory requirements, 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 me.

3.3 I acknowledge that I am obliged to make appropriate disclosure under Rule 2.10 of the Code promptly after becoming aware that I will not be able to comply with the terms of this deed or no longer intend to do so.

3.4 I understand that the information provided to me in relation to the Combination is given in confidence and must be kept confidential, save as required by law or any rule of any relevant regulatory body or stock exchange, until the Announcement containing details of the Combination 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 (as applies in the UK by virtue of the European Union (Withdrawal) Act 2018), I 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 the Offeror to announce or proceed with the Combination. However, without prejudice to any accrued rights or liabilities, my Obligations shall terminate and be of no further force and effect if:

4.1.1 the Announcement is not released by 8.00 a.m. on 7 September 2022 (or such later date as the Company and the Offeror may agree);

4.1.2 the Offeror announces, with the consent of the Panel, and before the Scheme Document is published, that it does not intend to proceed with the Combination and no new, revised or replacement Scheme is announced by the Offeror in accordance with Rule 2.7 of the Takeover Code;

4.1.3 the Scheme is withdrawn or lapses in accordance with its terms, provided that this paragraph 4.1.3 shall not apply:

(i) where the Scheme is withdrawn or lapses as a result of the Offeror exercising its right to implement the Combination by way of an Offer rather than a Scheme; or

(ii) if the lapse or withdrawal either is not confirmed by the Offeror or is followed within 10 Business Days by an announcement under Rule 2.7 of the Code by the Offeror (or a person acting in concert with it) to implement the Combination either by a new, revised or replacement scheme of arrangement pursuant to Part 26 of the Companies Act 2006 or an Offer;

4.1.4 any competing offer for the issued and to be issued ordinary share capital of the Company is made which becomes or is declared unconditional (if implemented by way of takeover offer) or otherwise becomes effective (if implemented by way of a scheme of arrangement); or

4.1.5 the Long-stop Date.

4.2 On termination of this deed I shall have no claim against the Offeror and the Offeror shall have no claim against me, save in respect of any prior breach thereof.

5 Implementation by way of takeover offer

5.1 I acknowledge that the Offeror shall have the right and may elect at any time (subject to the terms of the Co-operation Agreement and with the consent of the Panel (and whether or not the Scheme Document has then been despatched)) to implement the Combination by way of an Offer, as opposed to by way of a Scheme.

5.2 If such an Offer is made by the Offeror, I undertake and warrant that any Obligations shall apply *mutatis mutandis* to such Offer and, in particular, I undertake to accept, or procure the acceptance of, such Offer, in respect of the Shares within 21 days of such Offer or such shorter period as the Panel may determine to be the last date for satisfaction of the acceptance condition under the timetable for the Offer to apply following the election of the Offeror to implement the Combination by way of Offer. I further undertake, if so required by the Offeror, to execute or procure the execution of all such other documents as may be necessary for the purpose of giving the Offeror the full benefit of the Obligations so applying with respect to such Offer and, notwithstanding the provisions of the Code or any terms of the Offer regarding withdrawal, not to withdraw such acceptance.

5.3 References in this deed to:

5.3.1 the Scheme becoming effective shall be read as references to the Offer becoming or being declared unconditional; and

5.3.2 the Scheme lapsing or being withdrawn shall be read as references to the closing or lapsing of the Offer.

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 law and I agree that the courts of England 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, I acknowledge and agree that damages may not be an adequate remedy for any breach by me of any of my 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.

6.3 Power of attorney

I irrevocably and by way of security for any undertakings hereunder, appoint each of the Offeror, each of the Offeror’s Financial Advisers and any director of the Offeror or the Offeror’s Financial Advisers to be my attorney to execute on my behalf proxy forms for any Court Meeting or GM or forms of acceptance to be issued with the offer document in respect of the Shares (as applicable) and to sign, execute and deliver any documents and to do all acts and things as may be necessary for or incidental to the effectiveness of the Scheme or, as the case may be, the acceptance of the Offer and/or performance of any obligations under this undertaking provided that such appointment shall not take effect until seven Business Days after the despatch of the Scheme Document and only then if I have failed to comply with paragraph 2.5 (or, if applicable, paragraph 5.2).

7 Interpretation

7.1 Meaning

In this deed:

7.1.1 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, or 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;

7.1.2 references to the “**Code**” are to the UK City Code on Takeovers and Mergers;

7.1.3 references to an “**Obligation**” or the “**Obligations**” are to my undertakings, agreements, warranties, appointments, consents and waivers set out in this deed;

7.1.4 references to an “**Offer**”:

(i) mean an offer by the Offeror for the entire issued and to be issued ordinary share capital of the Company 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 the Offeror for the acquisition of the Company, the terms of which, in the opinion of one or more of the Offeror's Financial Advisers are at least as favourable to shareholders of the Company as the original Offer;

7.1.5 references to the "**Offeror's Financial Advisers**" are to HSBC Bank plc and Lazard & Co. Limited and reference to "**Offeror's Financial Adviser**" means either of them;

7.1.6 references to the "**Panel**" means The Panel on Takeovers and Mergers; and

7.1.7 references to the "**Scheme**":

(i) means the proposed acquisition by Offeror of the entire issued or to be issued ordinary share capital of the Company 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 set out in the Announcement; and

(ii) includes any extended, increased or revised proposal by the Offeror for the acquisition of the Company, the terms of which in the opinion of one or more of the Offeror's Financial Advisers are at least as favourable to shareholders of the Company as the terms set out in the Announcement; and

7.1.8 references to the "**Shares**" mean collectively:

(i) the Existing Shares;

(ii) any other shares in the Company of which I may become the beneficial owner or in respect of which I may otherwise become entitled to exercise all rights attaching to (including voting rights) after the date of this deed (including following any exercise or vesting of the Awards); or

(iii) any other shares in the Company issued after the date of this deed and attributable to or derived from any shares referred to in paragraph 7.1.8(i) or (ii).

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

8 Personal Representatives

This deed shall bind my estate and personal representatives.

9 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.

10 Customer Relationship

I confirm and accept that the Offeror's Financial Advisers are not acting for me 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 me for providing protections afforded to their clients or advising me on any matter relating to the Combination.

IN WITNESS whereof this deed has been executed and delivered as a deed on the date above mentioned.

EXECUTED as a DEED by

Douglas Malcolm Hurt

in the presence of:

[redacted] …

…[redacted]

Witness's signature

Name: [redacted]

Address: [redacted]

Occupation: [redacted]

Appendix 1
Shares to which this deed relates

The following represent my current holdings in the Company.

Number of Shares (specify class)	Number of Ordinary Shares under option	Registered holder* and address
5,800 ordinary shares	N/A	Douglas Malcolm Hurt c/o Countryside Partnerships plc, The Drive, Brentwood, Essex, United Kingdom, CM13 3AT

* Where more than one, indicate number of shares attributable to each