

UNDERWRITING FEE LETTER – TERM FACILITY AGREEMENT

PRIVATE & CONFIDENTIAL

From: HSBC Bank plc
To: Vistry Group PLC (the "**Company**")
Copy to: HSBC Bank plc (the "**Agent**" and "**Mandated Lead Arranger**")

5 September 2022

Dear Sir/Madam

Project Coach –fees

1. INTRODUCTION

- 1.1 We refer to the £400,000,000 term loan facility agreement made between (among others) HSBC Bank plc as mandated lead arranger (the "**Mandated Lead Arranger**"), the Company and HSBC Bank plc as agent (the "**Agent**") dated on or around the date of this letter (the "**Facility Agreement**").
- 1.2 We further refer to the syndication letter made between (among others) HSBC Bank plc as the underwriter (the "**Underwriter**") and the Company dated on or around the date of this letter (the "**Syndication Letter**").
- 1.3 Except as otherwise expressly provided in this letter, terms defined in the Facility Agreement shall have the same meaning when used in this letter.

2. UNDERWRITING FEE

- 2.1 The Company shall pay to the Underwriter an underwriting fee of £2,000,000 (being 0.5 per cent of the Total Commitments as at the date of the Facility Agreement) (the "**Underwriting Fee**").

3. PAYMENT

- 3.1 The Underwriting Fee shall be paid by the Company to the Agent on the earlier of (i) the date of the Facility Agreement and (ii) the date of this letter in accordance with this paragraph 3.
- 3.2 The Underwriting Fee is non-refundable.
- 3.3 The Company shall pay the Underwriting Fee to the account as notified to it by the Agent for such purpose (for the account of the Underwriter).

4. MISCELLANEOUS

- 4.1 Each party to this letter shall not assign any of its rights or transfer any of its rights or obligations under this letter without the prior written consent of each other party to this letter.

- 4.2 This letter may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
- 4.3 Clauses 39 (Governing law) and 40 (Enforcement) of the Facility Agreement shall apply to this letter mutatis mutandis, as if they were set out in full herein.
- 4.4 This letter is a Fee Letter and a Finance Document.
- 4.5 Unless expressly provided to the contrary in this letter, a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of its terms.
- 4.6 Notwithstanding any term of this letter, the consent of any person who is not a party to this letter is not required to rescind or vary this letter at any time.

[signature pages follow]

[Redacted Signature]

For and on behalf of

HSBC Bank plc

as Mandated Lead Arranger and Underwriter


[Redacted Signature]

For and on behalf of

HSBC Bank plc

as Agent

We agree to the above terms.

DocuSigned by:

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For and on behalf of

Vistry Group PLC