

Dated 5 September 2022

**VISTRY GROUP PLC
AND
COUNTRYSIDE PARTNERSHIPS PLC**

CO-OPERATION AGREEMENT

 **NORTON ROSE FULBRIGHT**

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THIS AGREEMENT is dated 5 September 2022 and made between:

- (1) **VISTRY GROUP PLC** (incorporated under the laws of England and Wales with registered number 00306718) whose registered office is at 11 Tower View, Kings Hill, West Malling, United Kingdom, ME19 4UY (**Vistry**); and
- (2) **COUNTRYSIDE PARTNERSHIPS PLC** (incorporated under the laws of England and Wales with registered number 09878920) whose registered office is at Countryside House, The Drive, Brentwood, Essex, United Kingdom, CM13 3AT (Countryside),

together referred to as the **Parties** and each as a **Party** to this Agreement.

WHEREAS:

- (A) Vistry and Countryside propose to announce a recommended offer by Vistry under Rule 2.7 of the Code for the entire issued and to be issued share capital of Countryside (the **Combination**) on the terms and subject to the conditions set out in the Announcement (as defined below).
- (B) The Parties intend the Combination to be implemented by means of a Scheme (as defined below), provided that as set out in the Announcement, Vistry reserves the right, if the Panel consents, to elect to implement the Combination by means of an Offer.
- (C) The Parties have agreed to enter into this Agreement to set out their respective commitments to regulate the basis on which they are willing to implement the Combination.

NOW IT IS HEREBY AGREED as follows:

1 Definitions And Interpretation

- 1.1 In this Agreement (including the Recitals and the Schedules other than Schedule 1), each of the following words and expressions has the following meanings unless expressly stated otherwise:

Acceptance Condition means the acceptance condition to an Offer

Adverse Vistry Shareholder Vote means the failure to obtain approval of the Vistry Resolutions by the Vistry Shareholders at the Vistry General Meeting (or any adjournment or postponement thereof)

Agreed Switch has the meaning given in clause 7.1(a)

Agreement means this co-operation agreement

Announcement means the announcement of Vistry's firm intention to make an offer for Countryside to be made pursuant to Rule 2.7 of the Code in (or substantially in) the form set out in Schedule 1

Annual Bonus means a conditional right to a cash bonus pursuant to the Deferred Bonus Plan

Awards means a conditional right or option to acquire Countryside Shares pursuant to the Countryside Share Schemes

Business Day means a day, other than a Saturday or Sunday or a public holiday in the UK, on which banks are open for business in London, England

Buy-Out Plan means the Countryside Buy-Out Plan adopted on 30 March 2022

Countryside Board Recommendation means the unanimous, unconditional and unqualified recommendation of the Countryside Directors to the Countryside Shareholders to vote in favour of the Scheme at the Court Meeting and the Countryside Resolutions at the Countryside General Meeting, or if Vistry proceeds by way of the Offer, to accept the Offer (as the case may be), including the statement in the Announcement that the Countryside Directors intend to make such recommendation

Countryside Board Recommendation Change means:

- (a) any failure to include the Countryside Board Recommendation in the Scheme Document, or, where a Switch has occurred, the Countryside Directors do not consent to the Countryside Board Recommendation being included in the Offer Document;
- (b) any announcement by Countryside: (i) (except where a Switch has occurred) that it will not convene the Court Meeting or Countryside General Meeting; (ii) that the Countryside Directors no longer intend to make the Countryside Board Recommendation or intend adversely to modify or qualify such recommendation or (except where a Switch has occurred) no longer intend to publish or despatch the Scheme Document; or (iii) that it does not intend to post the Scheme Document or (if different) the document convening the Court Meeting or the Countryside General Meeting (except where a Switch has occurred);
- (c) any withdrawal, adverse modification or adverse qualification of the Countryside Board Recommendation without Vistry's prior written consent;
- (d) if Countryside makes an announcement that it will delay the convening of, or will adjourn, the Court Meeting or the Countryside General Meeting to a date which is later than the latest date permitted by Condition 2.1(ii) or Condition 2.2(ii), respectively, in each case, unless:

- (i) such delay or adjournment is solely caused by logistical or practical reasons beyond Countryside's reasonable control;
 - (ii) a supplementary circular is required to be published in connection with the Scheme, and as a result, the Court Meeting and/or the Countryside General Meeting cannot be held by such date in compliance with the Code and any other applicable Law (but provided that Countryside has used reasonable endeavours to publish the supplementary circular as soon as reasonably practicable after the date on which the requirement to publish a supplementary circular arises); or
 - (iii) in any other circumstances, Vistry has provided its consent for such delay or adjournment;
- (e) at any time prior to the conclusion of the Court Meeting and the Countryside General Meeting, any failure to publicly re-affirm or re-issue the Countryside Board Recommendation within seven Business Days of Vistry's reasonable request to do so, provided that Countryside shall not be required to publicly re-affirm or re-issue the Countryside Board Recommendation more than once in any 21 day period; or
- (f) if, after the Scheme has been approved by Countryside Shareholders and/or the approval of the Countryside Resolutions at the Countryside General Meeting:
- (i) the Countryside Directors announce that they will not implement the Scheme (other than: (A) in connection with an announcement of an offer or revised offer by Vistry or one of its concert parties for Countryside; or (B) because a Condition to the Combination has become incapable of fulfilment or satisfaction); or
 - (ii) a third party announces a firm intention under Rule 2.7 of the Code to make an offer or revised offer (whether or not it is subject to the satisfaction of any pre-conditions) for Countryside which is recommended by the Countryside Directors

Countryside Directors means the directors of Countryside from time to time

Countryside General Meeting means the general meeting of Countryside Shareholders (and any adjournment or postponement thereof) to be convened in connection with the Scheme for the purpose of considering, and, if thought fit, approving, the Countryside Resolutions

Countryside Group means Countryside, its subsidiaries and its subsidiary undertakings from time to time and "member of the Countryside Group" shall be construed accordingly

Countryside Incentive Arrangements means the (i) Annual Bonus; (ii) the Countryside Share Schemes; (iii) the Transaction Plan; and (iv) the SSMI Scheme

Countryside Resolutions means such shareholder resolutions of Countryside to be proposed at the Countryside General Meeting as are necessary or desirable to approve, implement and effect the Scheme and the Combination, including (without limitation) a resolution to amend the articles of association of Countryside by the adoption and inclusion of a new article under which any Countryside Shares issued or transferred after the Countryside General Meeting shall either be subject to the Scheme or (after the Effective Date) be immediately transferred to Vistry (or as it may direct) in exchange for the same consideration as is due under the Scheme, and such other matters as may be agreed between Vistry and Countryside as necessary or desirable for the purposes of implementing the Scheme

Countryside Shareholders means the holders of Countryside Shares from time to time

Countryside Shares means the ordinary shares of GBP £0.01 each in the capital of Countryside from time to time, and “**Countryside Share**” shall mean any one of them

Countryside Share Schemes means (i) the Buy-Out Plan; (ii) the Deferred Bonus Plan; (iii) the Long Term Incentive Plan; and (iv) the SAYE Plan

Clean Team Agreement means the agreement governing the exchange of commercially sensitive information through a clean team, dated 22 July 2022, between Vistry and Countryside

Clearance(s) means all consents, clearances, permissions, waivers and/or filings that are required in order to satisfy the Regulatory Conditions and all waiting periods that may need to have expired, from or under the laws, regulations or practices applied by any relevant Regulatory Authority in connection with the implementation of the Combination, to satisfy the Regulatory Conditions and any reference to Clearances having been "satisfied" shall be construed as meaning that the foregoing have been obtained or, where appropriate, made or expired in accordance with the relevant Regulatory Condition

Code means the City Code on Takeovers and Mergers

Combination has the meaning given in Recital (A) above

Combination Consideration means the consideration payable by Vistry under the terms of Combination

Combined Group means the combined Countryside Group and Vistry Group following completion of the Combination

Companies Act means the Companies Act 2006, as amended from time to time

Competing Proposal means:

- (a) an offer (including a partial, exchange or tender offer), merger, acquisition, dual-listed structure, scheme of arrangement, reverse takeover and/or business merger (or the announcement of a firm intention to do the same), the purpose of which is to acquire, directly or indirectly, 30 per cent or more of the issued or to be issued share capital of Countryside (when aggregated with any shares already held by the acquirer and any person acting or deemed to be acting in concert with the acquirer) or any arrangement or series of arrangements which results in any party acquiring, consolidating or increasing "control" (as defined in the Code) of Countryside;
- (b) the acquisition or disposal, directly or indirectly, of all or a significant proportion (being 25 per cent or more) of the business, assets and/or undertakings of the Countryside Group calculated by reference to any of its revenue, profits or value taken as a whole (or the announcement of a firm intention to do the same);
- (c) a demerger, or any material re-organisation and/or liquidation, involving all or a significant portion (being 25 per cent or more) of the Countryside Group calculated by reference to any of its revenue, profits or value taken as a whole (or the announcement of a firm intention to do the same); or
- (d) any other transaction which would be alternative to, or inconsistent with, or would be reasonably likely to materially preclude, impede or delay or prejudice the implementation of the Combination (including, for the avoidance of doubt, any transaction or arrangement which would constitute a class 1 transaction for the purposes of the Listing Rules undertaken by a member of the Countryside Group (or the announcement of a firm intention to do the same)),

in each case, which is not effected by Vistry (or a person acting in concert with Vistry) or at Vistry's discretion, whether implemented in a single transaction or a series of transactions and whether conditional or otherwise

Conditions means the conditions to the implementation of the Scheme as set out in Appendix 1 of the Announcement (as may be amended with the Parties' consent in accordance with the Code)

Confidentiality Agreement means the confidentiality agreement, dated 22 July 2022, between Vistry and Countryside

Court means the High Court of Justice in England and Wales

Court Meeting means the meeting or meetings of the holders of Countryside Shares to be convened pursuant to section 896 of the Companies Act for the purpose of considering, and if thought fit, approving (with or without modification), the Scheme (with or without amendment)

including any adjournment or postponement thereof, notice of which is to be contained in the Scheme Document

Court Sanction Hearing means the hearing by the Court of the application to sanction the Scheme under section 899 of the Companies Act (or any adjournment or postponement thereof)

Day 60 means the 60th day after publication of the Offer Document (or such later date as may be the last date for the Offer to be declared unconditional as to acceptances under the Code)

December Vistry Dividend means any dividend that is announced, declared, made, paid or becomes payable by Vistry after the June Vistry Dividend in respect of or during the six-month period ending 31 December 2022 (but excluding any Vistry Equalising Dividend)

Deferred Bonus Plan means the Countryside Deferred Bonus Plan adopted on 1 February 2016

EBT means the Countryside Employees' Share Trust established for the benefit of employees by a trust deed dated 10 June 2016

Effective Date means the date upon which either:

- (a) the Scheme becomes effective in accordance with its terms; or
- (b) if Vistry elects (with the consent of the Panel, and subject to the terms of this Agreement) to implement the Combination by means of an Offer, the date on which the Offer becomes or is declared unconditional in all respects in accordance with the requirements of the Code

Exchange Act means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder

Exchange Ratio means the share exchange ratio under the Combination of 0.255 of a New Vistry Share in exchange for each Countryside Share

Joint Defence Agreement means the confidentiality and joint defence agreement, dated 10 August 2022 between Vistry, Countryside, Linklaters LLP and Norton Rose Fulbright LLP

June Vistry Dividend means any dividend that is announced, declared, made, paid or becomes payable by Vistry in respect of the six-month period ending 30 June 2022 (excluding any Vistry Equalising Dividend)

Law means any applicable statutes, common law, rules, ordinances, regulations, codes, orders, judgments, injunctions, writs, decrees, directives, governmental guidelines or interpretations having the force of law or bylaws, in each case, of a Regulatory Authority

Listing Rules means the rules and regulations made by the Financial Conduct Authority pursuant to Part 6 of the Financial Services and Markets Act 2000, and contained in the Financial Conduct Authority's publication of the same name

Long Stop Date means the date set out in the Announcement by which the Scheme must become effective (or such other later date as may be agreed by the Parties, in accordance with this Agreement and the Code)

Long Term Incentive Plan means the Countryside Long Term Incentive Plan adopted on 1 February 2016

New Vistry Shares means the new Vistry Shares proposed to be issued to Countryside Shareholders pursuant to the Scheme (or the Offer, as the context requires) in consideration for the transfer to Vistry of all of the Countryside Shares, and "**New Vistry Share**" shall mean any one of them

Offer means, in the event that Vistry exercises its right, as set out in the Announcement, to elect to implement the Combination by means of a takeover offer within the meaning of section 974 of the Companies Act, such offer, including any subsequent revision, amendment, variation, extension or renewal thereof

Offer Document means an offer document published by or on behalf of Vistry in connection with any Offer, including (as the context requires) any revised offer document

Panel means the Panel on Takeovers and Mergers in the United Kingdom

Prospectus Regulation Rules means the "prospectus regulation rules" made by the Financial Conduct Authority pursuant to Part 6 of the Financial Services and Markets Act 2000, referred to in section 734(A) of the same, and contained in the Financial Conduct Authority's publication of the same name

Recipient has the meaning given in clause 12.3

Regulatory Authority means any merger control authority, any court or competition, antitrust, national, supranational or supervisory body or other government, governmental, administrative, ministerial, quasi-governmental, trade, investigative or regulatory agency or body, in each case in any jurisdiction

Regulatory Conditions means the Conditions set out in paragraphs 3.3(c) to 3.3(e) (inclusive) of Part A of Appendix I to the Announcement

Relevant Third Party has the meaning given in clause 19.1

Representative has the meaning given in clause 12.3

RIS means a regulatory information service as defined in the Listing Rules

SAYE Plan means the Countryside Save As You Earn Plan adopted on 1 February 2016

Scheme means the proposed scheme of arrangement pursuant to Part 26 of the Companies Act by means of which the Parties intend to implement the Combination, including any subsequent revision, modification, addition, condition or amendment either agreed upon between the Parties, or approved or imposed by the Court and agreed to on behalf of the Parties

Scheme Condition means the Condition set out in paragraph 2 of Part A of Appendix 1 to the Announcement

Scheme Document means the circular relating to the Scheme to be dispatched to (among others) Countryside Shareholders, setting out, among other things, the full terms of and conditions to the implementation of the Scheme, as well as the Scheme itself and containing the notices convening the Court Meeting and the Countryside General Meeting, including any supplemental circular or document required by Law or any Regulatory Authority to be published in connection with such circular

Securities Act means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder

SSMI Scheme means the Countryside special senior management incentive scheme approved on 10 May 2022

Switch has the meaning given in clause 7.1

Transaction Plan means the Countryside transaction plan approved on 29 July 2022

Vistry Board Recommendation has the meaning given in clause 5.4(a)

Vistry Board Recommendation Change has the meaning given in clause 5.4

Vistry Circular means the circular to be dispatched to (amongst others) Vistry Shareholders in connection with the Combination and convening the Vistry General Meeting, including any supplementary circular or document required by Law or any Regulatory Authority to be published in connection with such circular

Vistry Directors means the directors of Vistry from time to time

Vistry Dividends means:

- (a) the June Vistry Dividend; and
- (b) any December Vistry Dividend,

and "**Vistry Dividend**" means either of them

Vistry General Meeting means the general meeting of Vistry Shareholders (and any adjournment or postponement thereof) to be convened for the purpose of considering, and if thought fit approving, the Vistry Resolutions (as well as any incidental or related matter that Vistry may wish to place before such meeting)

Vistry Group means Vistry, its subsidiaries and its subsidiary undertakings from time to time and "member of the Vistry Group" shall be construed accordingly

Vistry Prospectus means the UK prospectus required to be published by Vistry in respect of the New Vistry Shares to be issued in connection with the Combination, including any supplementary prospectus

Vistry Resolutions means the shareholder resolutions of Vistry necessary to approve, effect and implement the Combination, including (without limitation) to: (i) approve the Combination as a "Class 1 transaction" for the purposes of the Listing Rules; and (ii) grant authority to the Vistry Directors to allot the New Vistry Shares (and any amendment(s) thereof)

Vistry Shareholders means the holders of Vistry Shares from time to time

Vistry Shares means the ordinary shares of £0.05 each in the capital of Vistry from time to time, and "**Vistry Share**" means any one of them

Voting Record Time has the meaning given to it in the Announcement

1.2 Interpretation

- (a) In this Agreement, except where the context otherwise requires:
 - (i) a reference to this Agreement includes any Recitals and Schedules to it and references to clauses and Schedules are to clauses of, and schedules to, this Agreement unless the context requires otherwise;
 - (ii) a reference to a time of day is to the time in London, England;
 - (iii) a reference to a day (including within the defined term **Business Day**) means a period of 24 hours ending at midnight;

- (iv) any period of time is calculated exclusive of the day from which the time period is expressed to run or the day upon which the event occurs which causes the period to start running;
 - (v) a reference to a statute, instrument or statutory provision is a reference to it as amended, extended, re-enacted, incorporated or reproduced from time to time and to any subordinate legislation made under it;
 - (vi) the words "**acting in concert**" shall be construed in accordance with the Takeover Code;
 - (vii) a reference to a "**person**" includes any company, partnership or unincorporated association, government, state or state agency (whether or not having separate legal personality) and includes a reference to that person's legal personal representatives, successors and permitted assigns;
 - (viii) a reference to "**writing**" or "**written**" means any method of reproducing words in a legible form and shall include e-mail but shall exclude writing in a transitory form;
 - (ix) the words and phrases "**includes**", "**including**" and "**in particular**" (or any terms of similar effect) shall not be construed as implying any limitation and general words shall not be given a restrictive meaning because they are preceded or followed by particular examples;
 - (x) a reference to the singular includes the plural and vice versa; and
 - (xi) a reference to the termination of this Agreement includes a reference to its expiry by effluxion of time.
- (b) The headings and tables in this Agreement do not affect its interpretation.
 - (c) The *ejusdem generis* principle of construction shall not apply to this Agreement. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.

1.3 Definitions incorporated from the Companies Act 2006

In this Agreement, words and expressions defined in the Companies Act bear the same meaning as in that Companies Act unless expressly stated otherwise.

2 Publication of Announcement and Terms of Combination

- 2.1 The obligations of the Parties under this Agreement, other than clause 1, this clause 2.1 and clauses 11 to 27 (inclusive), shall be conditional on the release of the Announcement via a RIS at or before 8:00 am on 5 September 2022, or such later time and date as the Parties may agree (and, where required by the Code, approved by the Panel). Clause 1, this clause 2.1 and clauses 11 to 27 (inclusive) shall take effect upon and from the date of this Agreement.
- 2.2 The principal terms of the Combination shall be as set out in the Announcement, together with such other terms as may be agreed by the Parties in writing (save in the case of an improvement to the terms of the Combination in favour of the Countryside Shareholders, which will be at the sole discretion of Vistry and, where required by the Code, approved by the Panel). The terms of the Combination at the date of publication of the Scheme Document shall be set out in the Scheme Document. Should Vistry elect, subject to the consent of the Panel and the terms of clause 7 of this Agreement, to implement the Combination by way of the Offer, the terms of the Combination shall be set out in the Offer Document and any form of acceptance.
- 2.3 Vistry acknowledges and agrees that:
- (a) should the Effective Date of the Combination occur after the record date for any December Vistry Dividend that is, on or prior to the Effective Date, announced, declared, made, paid or becomes payable by Vistry, Countryside shall have the right to declare and pay an equalising dividend to Countryside Shareholders in an amount up to (but not exceeding) the amount of the December Vistry Dividend (a “**Countryside Equalising Dividend**”), which shall be calculated per Countryside Share as such amount of up to (but not exceeding) the amount of the December Vistry Dividend per Vistry Share multiplied by the Exchange Ratio (the “**Equalisation Formula**”);
 - (b) Countryside Shareholders will be entitled to receive and retain any such Countryside Equalising Dividend without any reduction being made to the Combination Consideration; and
 - (c) it hereby consents (and shall, if required, confirm such consent in writing to the Panel before any Countryside Equalising Dividend is declared) to any such Countryside Equalising Dividend being declared and paid for the purposes of Rule 21 of the Code and that it shall not have the right to invoke Condition 3(g)(ii) in Part A of Appendix I to the Announcement if any such Countryside Equalising Dividend is declared or paid.
- 2.4 The Parties acknowledge and agree that:
- (a) any December Vistry Dividend, if any to the extent announced, declared, made, paid or payable by Vistry, shall be in accordance with Vistry’s typical dividend timetable for a

dividend in respect of the six-month period ending 31 December 2022 and the amount of any such December Dividend shall be consistent with Vistry's published existing dividend policy as at the date of this Agreement;

- (b) if, on or after the date of the Announcement and on or prior to the Effective Date, any dividend, distribution, or other return of value is announced, declared, made, paid or becomes payable by Countryside, other than with respect to a Countryside Equalising Dividend that is calculated in accordance with the Equalisation Formula, Vistry reserves the right (without prejudice to any right Vistry may have, with the consent of the Panel, to invoke Condition 3(g)(ii) in Part A of Appendix I to the Announcement) to (at Vistry's sole discretion): (i) reduce the Combination Consideration by an amount equivalent to all or any part of such dividend, distribution, or other return of value, in which case any reference in the Announcement or this Agreement to the Combination Consideration will be deemed to be a reference to the Combination Consideration as so reduced; or alternatively (ii) declare and pay an equalising dividend to Vistry Shareholders so as to reflect the value attributable to the dividend, distribution, or other return of value is declared as is announced, declared, made, paid or becomes payable by Countryside (an "**Vistry Equalising Dividend**"); and
- (c) nothing in this Agreement or the Announcement shall require Vistry to announce, declare, make or pay any Vistry Dividend.

3 Undertakings in Relation to Clearances and Conditions

3.1 Vistry shall be primarily responsible for contacting and corresponding with the relevant Regulatory Authorities in relation to Clearances and Regulatory Conditions, including the preparation and submission of all necessary filings, notifications and submissions, with a view to satisfying the Regulatory Conditions as soon as reasonably practicable and, in any event, so as to enable the Scheme to become effective by the Long Stop Date, but Vistry shall consult with Countryside to the extent reasonable and keep it reasonably updated as to progress towards the satisfaction of the Regulatory Conditions, including by taking the steps set out below.

3.2 Vistry undertakes to Countryside and Countryside undertakes to Vistry:

- (a) to co-operate with each other in good faith in connection with seeking to obtain the Clearances;
- (b) where reasonably requested by the other Party (except to the extent that to do so would lead to legal privilege being lost or waived and except to the extent that to do so is prohibited by applicable Law or the relevant Regulatory Authority), to:
 - (i) provide, or procure the provision of, to the other Party (or its advisers) draft copies of all filings, notifications, submissions and material written communications to be

made to any Regulatory Authority by or on behalf of that Party in relation to obtaining any Clearance, at such time as will allow the other Party a reasonable opportunity to provide comments on such filings, notifications, submissions and communications before they are submitted or sent, provided that it is reasonably practicable to do so and incorporate such comments as are reasonable, where it is reasonably practicable to do so; and

- (ii) provide the other Party (or such nominated advisers) with copies of all such filings, notifications, submissions and communications in the form submitted or sent, and with details of material non-written communications;
- (c) to give the other Party reasonable prior notice of, and where reasonably requested by the other Party (except where such Regulatory Authority requests that the other Party should not participate or to the extent that to do so would lead to legal privilege being lost or waived) allow persons nominated by the other Party to attend all meetings and/or telephone calls with any Regulatory Authority that are material to the obtaining of all requisite Clearances in relation to the implementation of the Scheme and, with the consent of the other Party (such consent not to be unreasonably withheld or delayed), to make oral submissions during such meetings and/or telephone calls;
- (d) except to the extent that to do so would lead to legal privilege being lost or waived and except to the extent that to do so is prohibited by the relevant Regulatory Authority, to promptly notify the other Party of and provide copies of any material written communications from any Regulatory Authority in relation to obtaining any Clearances, and with details of material non-written communications;
- (e) to provide as soon as reasonably practicable to the other Party such information and assistance as the other may reasonably request for the purpose of obtaining any authorisation or clearance from any Regulatory Authority;
- (f) to provide as promptly as is reasonably practicable and in any event in accordance with any relevant time limit to any relevant Regulatory Authority such information as it may require, including attending any meetings or calls with the relevant Regulatory Authority as may be necessary; and
- (g) to keep the other Party informed, as soon as is reasonably practicable, of matters which may be reasonably considered to be relevant to the Combination and/or to the obtaining of any Clearances.

3.3 Vistry undertakes to Countryside to:

- (a) the extent permitted by applicable Law and subject to the terms of the Combination and without prejudice to Vistry's ability to invoke any of the Conditions (with the consent of the Panel) or its obligations under the Code, co-operate with Countryside and its advisers and to use all reasonable efforts to implement the Combination substantially in the form contemplated by the Announcement, together with such other terms as may be agreed by the Parties in writing (save in the case of an improvement to the terms of the Combination in favour of the Countryside Shareholders, which will be at the sole discretion of Vistry and, where required by the Code, approved by the Panel);
 - (b) use all reasonable efforts to achieve the satisfaction of the Regulatory Conditions in sufficient time so as to enable completion of the Combination to occur by the Long Stop Date;
 - (c) in the event that the Regulatory Conditions are not, in the good faith opinion of Vistry and Countryside (following consultation with external legal counsel), likely to be satisfied or waived by Vistry in sufficient time so as to enable completion of the Combination to occur by the Long Stop Date initially set out in the Announcement, agree with Countryside any extensions to the Long Stop Date as initially set out in the Announcement as may be reasonably necessary so as to enable completion of the Combination to occur by the Long Stop Date (as extended);
 - (d) keep Countryside informed of the progress towards satisfaction (or otherwise) of the Regulatory Conditions and, if Vistry is, or becomes, aware of any matter which might reasonably be considered to be material in the context of the satisfaction or waiver of any of the Regulatory Conditions, it will as soon as reasonably practicable make the substance of any such matter known to Countryside and, so far as it is aware of the same, provide such details and further information as Countryside may reasonably request.
- 3.4 Subject to the requirements of the Takeover Code and / or any final ruling of the Takeover Panel, nothing in this Agreement shall oblige Vistry to dispose of any material assets, businesses or interests or provide any remedy, undertaking, commitment or assurance to any Regulatory Authority which, in the opinion of Vistry (acting reasonably), is considered to be material to its assessment of the merits of the Combination.
- 3.5 Nothing in clauses 3.1 to 3.3 (inclusive) shall require any Party to disclose any commercially and/or competitively sensitive or confidential information or business secrets which have not been previously disclosed to the other Party. Such information shall be communicated between Vistry's and Countryside's advisers on an "external adviser only" basis (a non-confidential version of the relevant filing, notification, submission or communication being provided to the other Party) and such exchanges shall take place in accordance with the Clean Team Agreement and Joint Defence Agreement.

- 3.6 Nothing in clauses 3.1 to 3.3 (inclusive) shall require the Vistry Directors or the Countryside Directors to maintain their recommendation of the Combination or to adjourn or seek to adjourn (or refrain from adjourning or seeking to adjourn) any shareholder meeting or court hearing which has been or will be convened in relation to the Combination or require Vistry or Countryside to (save as provided for by clause 3.3(c)) make any change (or refrain from making any change) to the timetable for implementing the Combination.

4 Scheme Document

- 4.1 Where the Combination is being implemented by way of the Scheme, Vistry agrees:

- (a) to provide promptly to Countryside all such information about itself, the Vistry Directors and the Vistry Group as may be reasonably requested and which is required for the purpose of inclusion in the Scheme Document (including any information required to satisfy the relevant disclosure obligations under applicable Law or the Code) and to provide all other assistance and access which may be reasonably required for the preparation of the Scheme Document (and any other document required by applicable Law or under the Code to be published in connection with the Scheme, including any supplemental circular), including reasonable access to, and ensuring that reasonable assistance is provided by, its professional advisers; and
- (b) to procure that the Vistry Directors accept responsibility, in the terms required in the Code, for all of the information in the Scheme Document relating to themselves (and their close relatives, connected persons or related trusts) or the Vistry Group and any statements of the opinion, belief or expectation of the Vistry Directors in relation to the Combination or the enlarged Vistry Group following the completion of the Combination and any other information in the Scheme Document for which a bidder is required to accept responsibility under applicable Law or the Code.

5 Vistry Public Documents and Shareholder Approval

- 5.1 Subject to clause 5.2, Vistry shall use reasonable endeavours to ensure that the Vistry Circular and the Vistry Prospectus are dispatched and published, respectively, in accordance with the timetable agreed between the Parties in writing from time to time (including to submit drafts of the Vistry Circular and Vistry Prospectus for review and comment by the Financial Conduct Authority substantially in accordance with the timetable agreed between the Parties in writing from time to time), and shall convene the Vistry General Meeting as nearly as practicable at the same time and on the same date as the Court Meeting and the Countryside General Meeting.
- 5.2 Vistry shall provide, or procure the provision of, draft copies of the Vistry Circular and Vistry Prospectus to Countryside at such time (including before such drafts are submitted to the Financial Conduct Authority) as will allow Countryside reasonable opportunity to review and

comment on such drafts, and Vistry shall have regard in good faith to comments made in a timely manner by Countryside and/or its legal advisers as far as they relate to: (i) the Countryside Group; (ii) anything inconsistent with a previous public statement made by a party in relation to the Combination (including, for the avoidance of doubt, the Announcement); and (iii) any matter that could reasonably be expected to adversely affect the satisfaction of the Conditions, before such drafts are submitted or sent to the Financial Conduct Authority or published in final form, and Vistry shall promptly notify Countryside of any material comments received from the Financial Conduct Authority in relation to the Vistry Circular and/or Vistry Prospectus.

- 5.3 The Parties intend that the Vistry Circular and Vistry Prospectus will be published and dispatched to Vistry Shareholders as nearly as practicable at the same time as the Scheme Document is dispatched to Countryside Shareholders however nothing in this Agreement shall oblige them to do so. The Parties acknowledge that the Panel has consented, under paragraph 3 of Appendix 7 to the Code, to an extension of the date by which the Scheme Document must be sent to those persons entitled to receive it (the “Extended Date” being on or before 17 October 2022). Accordingly, the Parties agree that, notwithstanding clause 5.1 and the foregoing provision in this clause 5.3, there is no intention or obligation that Vistry shall publish and dispatch the Vistry Circular and/or the Vistry Prospectus at or around the same time as the Scheme Document, or for Vistry to convene the Vistry General Meeting for the same date as the Court Meeting and/or the Countryside General Meeting, if the Scheme Document were to be posted before the Extended

Date without Vistry’s prior written consent.

- 5.4 Vistry shall:

- (a) include in the Vistry Circular a unanimous and unconditional recommendation from the Vistry Directors that the Vistry Shareholders vote in favour of the Vistry Resolutions at the Vistry General Meeting (the **Vistry Board Recommendation**);
- (b) not, without Countryside’s prior written consent, withdraw, modify or qualify in any adverse manner the Vistry Board Recommendation up to the time the Vistry Resolutions have been duly passed;
- (c) not announce, whether before or after the Vistry Circular is dispatched, that the Vistry Directors are no longer unanimously and unconditionally recommending that the Vistry Shareholders vote in favour of the Vistry Resolutions; and
- (d) not announce that it will not convene the Vistry General Meeting or that it does not intend to publish the Vistry Circular or Vistry Prospectus,

(each such event within clause 5.4(b) to 5.4(d) (inclusive) being a **Vistry Board Recommendation Change**), in each case unless the Vistry Directors have determined, following consultation with external legal counsel and a financial adviser, that failing to make the Vistry

Board Recommendation Change would be inconsistent with the respective fiduciary duties of the Vistry Directors.

- 5.5 Countryside agrees to provide promptly to Vistry to the standard that is required for Vistry to meet its obligations in relation to the Listing Rules and Prospectus Regulation Rules (and, in the case of an Agreed Switch, the Securities Act and the Exchange Act), all such information about itself, the Countryside Directors and the Countryside Group as may be reasonably requested and which is required for the purpose of inclusion in the Vistry Circular and/or the Vistry Prospectus (as applicable) (including any information required under applicable Law, the Listing Rules, Prospectus Regulation Rules and the Code) and to provide all other assistance and access which may be reasonably required for the preparation of the Vistry Circular and/or Vistry Prospectus (as applicable), including access to, and ensuring that reasonable assistance is provided by, its professional advisers.
- 5.6 In the period between the posting of the Vistry Circular and the Vistry General Meeting, Vistry shall keep Countryside reasonably informed, on a regular basis or as soon as reasonably practicable following a request by Countryside, of the number and content of proxy votes received in respect of the Vistry Resolutions.
- 5.7 Vistry shall permit a reasonable number of representatives of Countryside and its advisers to attend the Vistry General Meeting.
- 5.8 Vistry shall not, without the prior written consent of Countryside, adjourn or postpone the Vistry General Meeting, provided that Vistry may adjourn or postpone the Vistry General Meeting without the consent of Countryside:
- (a) if, as of the time for which the Vistry General Meeting is originally scheduled (as set out in the Vistry Circular), there are insufficient Vistry Shares represented (either in person or by proxy) to constitute the quorum necessary to conduct the business of the Vistry General Meeting;
 - (b) if a motion to adjourn is moved and approved at the Vistry General Meeting by Vistry Shareholders (other than members of the Vistry Directors or any Vistry Shareholders who are party to irrevocable undertakings in relation to the Vistry Resolutions);
 - (c) if it is not reasonably practicable to seek consent from Countryside because the adjournment or postponement is on account of a force majeure (including any public health measures) event or an emergency adjournment or postponement;
 - (d) if the adjournment or postponement is required by applicable Law or any failure to adjourn or postpone the Vistry General Meeting would reasonably be expected to be a violation of applicable Law;

- (e) if necessary, due to the adjournment or prospective adjournment of the Court Meeting or the Countryside General Meeting (but without prejudice to the Conditions set out in paragraphs 2.1(ii) and 2.2(ii) of Part A of Appendix 1 to the Announcement) to ensure that the Vistry General Meeting is held on the same date as the date of, and as near as practicable to the time of, the Court Meeting and the Countryside General Meeting; and/or
 - (f) if the Vistry Directors determine, in good faith based on the advice of external legal counsel, that failure to adjourn or postpone the Vistry General Meeting would be inconsistent with their fiduciary duties as directors under applicable Law (including to allow reasonable additional time for the distribution to Vistry Shareholders prior to the Vistry General Meeting of any supplement or amendment to the Vistry Circular or Vistry Prospectus and for the applicable notice period in respect of such supplement or amendment to expire).
- 5.9 Subject to the approval of the Vistry Resolutions at the Vistry General Meeting, Vistry shall use all reasonable endeavours to cause all New Vistry Shares to be issued to Countryside Shareholders, credited as fully paid and (without prejudice to clause 2.3 of this Agreement and the terms of the Announcement) ranking *pari passu* with all other Vistry Shares pursuant to the Combination to be approved for admission to the Official List of the Financial Conduct Authority and admission to trading on the premium segment of the London Stock Exchange's main market for listed securities.
- 5.10 For so long as the Combination is being implemented by way of the Scheme, Vistry shall use all reasonable endeavours to cause all New Vistry Shares which are issued to Countryside Shareholders upon the Scheme becoming effective to be issued in reliance on the exemption from the registration requirements of the Securities Act provided in section 3(a)(10) of the Securities Act and in reliance on exemptions from registration under state "blue sky" securities laws.

6 Implementation of the Scheme

- 6.1 Where the Combination is being implemented by way of the Scheme, and provided that the date set for the Court Sanction Hearing has been agreed to by Vistry in writing (acting reasonably and in good faith) or otherwise set for a date no earlier than the earlier in time to occur of: (i) the date on which Conditions set out in paragraphs 2.1, 2.2 and 3(a) to 3(c) of Part A to Appendix I to the Announcement have been satisfied (or, where applicable, waived) by Vistry (or such later date, if any, the Parties may agree); and (ii) the date that is one month prior to the Long Stop Date, Vistry undertakes that, before the Court Sanction Hearing, it shall deliver a notice in writing to Countryside either:
- (a) confirming the satisfaction or waiver of all Conditions (other than the Scheme Condition);
 - or

- (b) confirming its intention to invoke a Condition (if permitted by the Panel) and providing reasonable details of the event which has occurred (or failed to occur), or circumstances which have arisen, which Vistry reasonably considers entitles it to invoke the Condition (and, in the case of any Condition to which Rule 13.5 of the Code applies, setting out why Vistry considers such event or circumstances to be of material significance to Vistry in the context of the Offer for the purposes of Rule 13.5).
- 6.2 In circumstances where Vistry confirms the satisfaction or waiver of all Conditions (other than the Scheme Condition) in accordance with clause 6.1(a), Vistry agrees that Countryside shall be permitted to take all necessary steps to procure that the Court Sanction Hearing is duly held as soon as reasonably practicable thereafter.
- 6.3 In circumstances where Vistry becomes aware of any fact, matter or circumstance that it considers entitles it to invoke (if permitted by the Panel) one or more Conditions in accordance with clause 6.1(b), Vistry (subject to any restriction under applicable Law) shall inform Countryside as far in advance as is reasonably practicable and prior to approaching the Panel, notify Countryside of its intention and provide Countryside with reasonable details of the ground on which it intends to invoke the relevant Condition.
- 6.4 If the Combination is being implemented by way of the Scheme (and to the extent that all Conditions (other than the Scheme Condition) have been satisfied or waived prior to or on the date of the Court Sanction Hearing), Vistry shall undertake to the Court to be bound by the terms of the Scheme insofar as it relates to Vistry (or instruct Countryside's counsel to so undertake on its behalf). Vistry may instruct counsel to appear on its behalf at the Court Sanction Hearing.

7 Election to Make an Offer

- 7.1 The Parties currently intend that the Combination will be implemented by way of the Scheme. However, Vistry shall be entitled, with the consent of the Panel, to implement the Combination by way of the Offer, rather than the Scheme (such election being a **Switch**) if:
- (a) Countryside provides its prior written consent (an **Agreed Switch**), in which case clause 7.2 shall apply;
 - (b) a third party announces a: (i) possible offer under Rule 2.4 of the Code for all or part of the issued and to be issued ordinary share capital of Countryside (whether including or excluding any Countryside Shares held in treasury); or (ii) firm intention to make an offer under Rule 2.7 of the Code for all or part of the issued and to be issued ordinary share capital of Countryside (whether including or excluding any Countryside Shares held in treasury);
 - (c) Countryside announces its intention to proceed with a Competing Proposal for Countryside;

- (d) a Countryside Board Recommendation Change occurs;
- (e) without prejudice to clause 7.1(d), any of the circumstances set out in Note 2 on Section 8 of Appendix 7 of the Takeover Code applies with respect to the Combination; or
- (f) Countryside is in material breach of any material term of this Agreement, provided that:
 - (i) Vistry shall first have notified Countryside in writing of such breach and of its intention to effect a Switch; and
 - (ii) such breach remains unremedied following the expiry of five Business Days from the date of receipt of such written notification.

7.2 In the event of any Agreed Switch, unless otherwise agreed with Countryside or required by the Panel:

- (a) Vistry shall consult with Countryside in a timely manner as to the form and content and timing of publication of any announcements (and the related form of acceptance) relating to the Agreed Switch and its implementation and any proposed changes to the timetable in relation to the implementation of the Agreed Switch;
- (b) Vistry shall prepare the Offer Document and shall consult reasonably with Countryside in relation thereto and shall allow Countryside a reasonable opportunity to consider the draft Offer Document for review and comment, and shall consider in good faith comments proposed by Countryside and/or its legal advisers;
- (c) Vistry agrees to seek Countryside's approval of the contents of the information on Countryside, or for which Countryside or the Countryside Directors are taking responsibility, contained in the Offer Document before it is published, and to afford Countryside a reasonable opportunity to consider such document in order to give its approval of such information (such approval not to be unreasonably withheld or delayed), provided that such approval shall not delay publication of the Offer Document;
- (d) if at any time following the publication of the Offer Document it is reasonably expected that any outstanding Condition is not likely to be satisfied or waived (if capable of waiver) prior to the last date permitted under Rule 31.1 of the Code, Vistry shall, before the 30th day after the publication of the Offer Document (or such later date as Countryside may agree), consult with Countryside and the Panel as to whether the offer timetable should be suspended in accordance with Rule 31.4 of the Code (or, if applicable, further suspended) and if required by Countryside, shall request such suspension or extension to a date agreed with Countryside and the Panel, in each case with the effect of extending Day 60 in

accordance with Rule 31.3 of the Code, provided always that such extended date (as, if applicable, it may be further extended) shall be no later than the Long Stop Date;

- (e) Vistry shall not take any action which would cause the Offer not to proceed, to lapse or to be withdrawn, in each case for non-fulfilment of the Acceptance Condition, prior to midnight on Day 60 (including, without limitation, by publishing any acceptance condition invocation notice under Rule 31.6 of the Code or specifying in the Offer Document an unconditional date which is earlier than Day 60) and Vistry shall ensure that the Offer remains open for acceptances until such time;
- (f) Vistry shall not, without the prior written consent of Countryside, make any acceleration statement (as defined in the Code) unless: (i) all of the Conditions (other than the Acceptance Condition) have been satisfied or waived (if capable of waiver); (ii) the acceleration statement contains no right for Vistry to set the statement aside (except with Countryside consent); and (iii) Vistry undertakes to Countryside not to take any action or step otherwise to set the acceleration statement aside;
- (g) Vistry shall keep Countryside informed, on a confidential basis on the next Business Day following receipt of a written request from Countryside, of the number of Countryside Shareholders that have validly returned their acceptance or withdrawal forms or incorrectly or invalidly completed their acceptance or withdrawal forms, and subject to applicable Law, the identity of such shareholders and the number of Countryside Shares to which such forms relate; and
- (h) all provisions of this Agreement relating to the Scheme and its implementation shall apply to the Offer or its implementation *mutatis mutandis*.

7.3 Vistry hereby warrants that neither it nor any member of the Vistry Group is, as at the date of this Agreement, and undertakes that (for so long as this Agreement is in force) neither it nor any member of the Vistry Group shall become, following the date of this Agreement, required to make a mandatory offer for Countryside pursuant to Rule 9 of the Code.

8 Conduct of Vistry Business

8.1 Subject to clause 8.2, except: (i) as expressly contemplated by this Agreement and/or the Announcement (as applicable); (ii) with the prior written consent of Countryside (such consent not to be unreasonably withheld, conditioned or delayed); or (iii) as required by applicable Law or the terms of any contract with a third party which has been fairly disclosed to Countryside (in hard copy or electronic form) or publicly announced before the date of this Agreement, from the date hereof until the sooner of the Effective Date and the date on which this Agreement terminates in accordance with its terms, Vistry shall not (and shall procure that no member of the Vistry Group shall):

- (a) other than in the ordinary course of business and consistent with past practice (including in relation to the granting of options or awards in respect of Vistry Shares or selling Vistry Shares to directors, officers or employees, in accordance with the normal and ordinary course of business and in accordance with or as permitted by Vistry Group's existing incentive plans, and allotting and issuing any Vistry Shares to the extent necessary or permitted to satisfy any such options or awards vesting or due to be settled under such plans):
 - (i) allot or issue any Vistry Shares or any securities convertible into, or exchangeable for, Vistry Shares; or
 - (ii) grant any option over or right to subscribe for any Vistry Shares or any securities convertible into, or exchangeable for, Vistry Shares;
- (b) split, combine, reclassify, consolidate or sub-divide any of its shares or amend its articles of association, in each case, in any manner that would or could reasonably be expected to have an adverse impact on the value of the New Vistry Shares;
- (c) undertake any other form of capital reorganisation not otherwise referred to in this clause 8.1 which would or could reasonably be expected to have an adverse impact on the value of the New Vistry Shares;
- (d) other than in relation to any June Vistry Dividend (provided that such June Vistry Dividend is in accordance with Vistry's typical dividend timetable for a dividend in respect of the six-month period ending 30 June 2022 and the amount of any such June Vistry Dividend shall be consistent with Vistry's published existing dividend policy as at the date of this Agreement) or any December Vistry Dividend or a Vistry Equalising Dividend, authorise, declare, pay or make any dividend or other distribution, or undertake any form of return of capital or share buyback with respect to the Vistry Shares (whether in cash, assets, shares or other securities) except dividends or distributions with a record date after the Effective Date;
- (e) other than in connection with the Combination, enter into any transaction or arrangement that would constitute a class 1 transaction in relation to Vistry that requires the approval of Vistry Shareholders, for the purposes of the Listing Rules, if such transaction or arrangement would result in Vistry entering into a new business sector other than the one carried on by the Vistry Group at the date of this Agreement; or
- (f) agree, resolve, commit or announce publicly any agreement or intention to do any of the foregoing (as applicable), whether conditionally or unconditionally.

- 8.2 The restrictions in clause 8.1 shall not apply to any act, transaction or arrangement between Vistry or a wholly owned member of the Vistry Group and another wholly owned member of the Vistry Group.

9 Remuneration Proposals

- 9.1 The Parties agree that the provisions of Schedule 2 with respect to certain employee-related matters shall be implemented in accordance with that Schedule.
- 9.2 The Parties agree that if the Combination is implemented by way of the Scheme, the timetable for its implementation will be fixed so as to enable options and awards under the Countryside Share Schemes which provide for exercise and/or vesting upon the sanction of the Scheme by the Court to be exercised and/or vest in sufficient time to enable the resulting Countryside Shares to be bound by the Scheme on the same terms as all other Countryside Shares.
- 9.3 Countryside agrees that, if the Combination is implemented by way of the Scheme, it will not issue any Countryside Shares other than in accordance with Schedule 2, including, without limitation, after the Voting Record Time and before the Effective Date.

10 Directors' and Officers' Insurance

- 10.1 To the extent such obligations are permitted by Law, for six years after the Effective Date, Vistry shall procure that the members of the Countryside Group fulfil their respective obligations (if any) existing as at the date of this Agreement to indemnify their respective directors and officers of the members of the Countryside Group as at the date of this Agreement and to advance reasonable expenses to such directors and officers, in each case with respect to matters existing or occurring at or prior to the Effective Date.
- 10.2 Vistry acknowledges that Countryside may, up to the Effective Date, purchase directors' and officers' liability insurance cover for both current and former directors and officers of Countryside, including directors and officers who retire or whose employment is terminated as a result of the Combination, for acts or omissions up to and including the Effective Date, in the form of run-off cover for a period of six years following the Effective Date. Such insurance cover shall be with reputable insurers and provide cover, in terms of amount, aggregate limit and breadth, substantially equal to that provided under the Countryside directors' and officers' liability insurance as at the date of this Agreement.

11 Termination

- 11.1 Subject to clauses 11.2 and 11.3, this Agreement shall terminate with immediate effect and all rights and obligations of the Parties under the Agreement shall cease forthwith, if one or more of the following occurs:

- (a) if such termination is agreed in writing between the Parties at any time prior to the Effective Date;
- (b) if the Announcement is not released at or before the time specified in clause 2.1 (unless prior to that time the Parties have agreed another time and date in accordance with that clause);
- (c) upon service of written notice by Vistry to Countryside if:
 - (i) prior to the Long Stop Date, a third party announces a firm intention to make an offer or revised offer (whether or not subject to the satisfaction or waiver of any pre-conditions) for Countryside under Rule 2.7 of the Code, which is publicly recommended by the Countryside Directors;
 - (ii) a Countryside Board Recommendation Change occurs; or
 - (iii) prior to the Long Stop Date, a Competing Proposal completes, becomes effective or is declared or becomes unconditional;
- (d) upon service of written notice by Countryside to Vistry, if one or more of the following occurs:
 - (i) a Vistry Board Recommendation Change has occurred; or
 - (ii) if a Competing Proposal completes, becomes effective, or is declared or becomes unconditional in all respects;
- (e) upon service of written notice by Vistry to Countryside, if the Combination is being implemented by way of the Scheme and:
 - (i) the Court Meeting and/or the Countryside General Meeting is not held on or before the 22nd day after the expected date of such meetings to be set out in the Scheme Document (or such later date, if any, the Parties may agree and the Court, if required, may allow); and
 - (ii) the Court Sanction Hearing is not held on or before the 22nd day after the expected date of such hearing to be set out in the Scheme Document (or such later date, if any, as the Parties may agree and the Court, if required, may allow);
- (f) upon service of written notice by either Party to the other Party, if:
 - (i) an Adverse Vistry Shareholder Vote has occurred;

- (ii) the Combination is being implemented by way of Scheme, the Scheme is not approved by the requisite majority of the Countryside Shareholders at the Court Meeting or the Countryside Resolutions are not passed by the requisite majority of the Countryside Shareholders at the Countryside General Meeting;
 - (iii) the Combination is being implemented by way of Scheme, the Court refuses to sanction the Scheme definitively; or
 - (iv) prior to the Long Stop Date, a third party announces a firm intention to make an offer or revised offer (whether or not subject to the satisfaction or waiver of any pre-conditions) for Countryside under Rule 2.7 of the Code, which completes, becomes effective or is declared or becomes unconditional in all respects;
- (g) upon service of written notice by Vistry to Countryside stating that a Condition has been invoked by Vistry on the basis that:
- (i) a Condition which has not been waived is (or has become) incapable of satisfaction by the Long Stop Date and, notwithstanding that it has the right to waive such Condition, Vistry will not do so; or
 - (ii) a Condition which is incapable of waiver has become incapable of satisfaction by the Long Stop Date,

in each case in circumstances where the invocation of the relevant Condition (or confirmation that the Condition is incapable of satisfaction, as appropriate) is permitted by the Panel;

- (h) upon service of written notice by Vistry to Countryside if a Competing Proposal: (i) completes, becomes effective, or is declared or becomes unconditional in all respects; or (ii) is recommended in whole or in part by the board of Countryside Directors;
- (i) if the Combination (whether implemented by way of the Scheme or Offer, as the case may be) is withdrawn, lapses or terminates on or prior to the Long Stop Date (other than: (i) where such withdrawal, lapse or termination is as a result of the exercise of Vistry's right to effect a Switch; or (ii) it is otherwise to be followed within five Business Days (or such other period as Countryside and Vistry may agree) by an announcement under Rule 2.7 of the Code made by Vistry or any person acting in concert with Vistry (or deemed to be acting in concert with Vistry) to implement the Combination by a different offer or scheme on substantially the same or improved terms); or
- (j) unless otherwise agreed by the Parties in writing or required by the Panel, on the Effective Date, if the Effective Date has not occurred on or before the Long Stop Date.

11.2 Termination of this Agreement shall be without prejudice to the rights of any of the Parties which have arisen before termination.

11.3 The whole of this clause 11, clause 1, clauses 12 to 22 (inclusive) and clause 9 and Schedule 2, shall survive termination of this Agreement.

12 Warranties and Undertaking

12.1 Each Party warrants to the other Party on the date of this Agreement that:

- (a) it has the requisite power and authority to enter into and perform its obligations under this Agreement;
- (b) this Agreement constitutes its legal, valid and binding obligations in accordance with its terms;
- (c) the execution and delivery of, and performance of its obligations under, this Agreement will not:
 - (i) result in a breach of any provision of its constitutional documents;
 - (ii) result in a breach of, or constitute a default under, any instrument to which it is a party or by which it is bound; or
 - (iii) result in a breach of any order, judgment or decree or any court or governmental agency to which it is a party or by which it is bound.

12.2 Each Party shall have no claim against the other Party for breach of warranty after the Effective Date (without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement).

12.3 Each Party acknowledges and agrees that any information and/or assistance provided by any of the other Party's directors, officers, employees, partners or advisers (each a **Representative**) to it and/or any other person acting in concert with either of them, and any of their respective directors, officers, employees, partners or advisers (each a **Recipient**), whether before, on or after the date of this Agreement: (i) pursuant to the obligations of the relevant Party or any member of their respective groups under or otherwise in connection with this Agreement; or (ii) in connection with the Combination, shall in each case be (and have been) given on the basis that the relevant Representative shall not owe any duty of care or incur any liability, whether in contract, tort (including negligence) or otherwise, in respect of any loss or damage that any of the Recipients may suffer as a result of the provision of any such information and/or assistance, save, in each case for loss or damage resulting from the fraudulent misrepresentation of the relevant Representative.

13 Notices

13.1 A notice given under or in connection with this Agreement must be:

- (a) in writing;
- (b) in the English language; and
- (c) sent by a Permitted Method to the Notified Address.

13.2 A **Permitted Method** means any of the methods set out in column (1) below. A notice given by the Permitted Method will be deemed to be given and received on the date set out in column (2) below.

(1) Permitted Method	(2) Date on which notice deemed given and received
Personal delivery or pre-paid special delivery or courier	When left at the Notified Address if left before 5:00 pm on a Business Day, and otherwise at 9:00 am on the next Business Day
Ordinary first-class prepaid post where the Notified Address is in the same country as that from which the notice is sent	Two Business Days after posting
Ordinary prepaid airmail where the Notified Address is in one country and the notice is sent from another	Six Business Days after posting
E-mail	The time the e-mail is sent, provided that receipt shall not occur if the sender receives an automated message that the e-mail has not been delivered to the Recipient

13.3 The Notified Address of each of the Parties is as set out below:

Name of Party	Address (if sent by post, airmail, special delivery or courier)	E-mail (if sent by e-mail)	Marked for the attention of:
Vistry	11 Tower View, Kings Hill, West Malling, United Kingdom, ME19 4UY	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
<i>With copy to Linklaters:</i>	One Silk Street, London, United Kingdom, EC2Y 8HQ	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
Countryside	Countryside House, The Drive, Brentwood, Essex, United Kingdom, CM13 3AT	[REDACTED]	[REDACTED] [REDACTED]

13.4 A Party may change its Notified Address by giving notice to the other Party in accordance with this clause 13. Such notice shall only be effective on the day falling one Business Day after the notification has been received or such later date as may be specified in the notice.

14 Entire Agreement

14.1 The provisions of this Agreement shall be supplemental to and shall not prejudice the terms of the Confidentiality Agreement, Clean Team Agreement and Joint Defence Agreement which shall remain in full force and effect notwithstanding the execution of this Agreement.

14.2 This Agreement, together with the Confidentiality Agreement, Clean Team Agreement and Joint Defence Agreement, represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.

14.3 Each Party confirms that, except as provided in this Agreement, the Confidentiality Agreement, Clean Team Agreement and Joint Defence Agreement, no Party has relied on any undertaking, representation or warranty which is not contained in this Agreement, the Confidentiality Agreement, Clean Team Agreement or Joint Defence Agreement and, except in the case of fraud, no Party shall be under any liability or shall have any remedy in respect of any misrepresentation

or untrue statement unless and to the extent that a claim lies under this Agreement, the Confidentiality Agreement, the Clean Team Agreement or the Joint Defence Agreement.

15 Remedies and Waivers

15.1 The rights and remedies of each Party are, except where expressly stated to the contrary, without prejudice to any other rights and remedies available to it whether provided by law or otherwise. No neglect, failure, delay or indulgence by either Party in enforcing any provision of this Agreement shall be construed as a waiver and no single or partial exercise of any rights or remedy of either Party under this Agreement will affect or restrict the further exercise or enforcement of any such right or remedy. Any waiver of a breach of this Agreement shall not constitute a waiver of any subsequent breach.

15.2 Without prejudice to any other rights and remedies which any Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach by the other Party of the provisions of this Agreement and each Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief (and the Parties shall not contest the appropriateness or availability thereof), for any threatened or actual breach of any such provision of this Agreement by any Party and no proof of special damages shall be necessary for the enforcement by any Party of the rights under this Agreement.

16 Assignment

16.1 Subject to clause 16.2, no Party may assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, hold on trust or otherwise dispose of (in any manner whatsoever) the benefit of this Agreement or sub contract or delegate in any manner whatsoever its performance under this Agreement and any such purported dealing in contravention of this clause 16 shall be ineffective, without the prior written consent of the other Party.

16.2 If the Combination is to be effected by a wholly owned subsidiary of Vistry ("**Vistry Bidco**"), Vistry irrevocably and unconditionally undertakes to procure that Vistry Bidco shall comply with the terms of this Agreement as if, where the context permits, references to Vistry were to Vistry Bidco. Vistry may assign the benefit of the whole or any part of this Agreement to Vistry Bidco and in such case Vistry shall procure that Vistry Bidco shall assume the obligations of Vistry hereunder.

17 Code and the Listing Rules

17.1 Nothing in this Agreement shall in any way limit the Parties' obligations under the Code, and any uncontested rulings of the Panel as to the application of the Code in conflict with the terms of this Agreement shall take precedence over such terms.

17.2 Nothing in this Agreement shall oblige Countryside or Countryside Directors to recommend an Offer or a Scheme proposed by Vistry or any member of the Vistry Group.

17.3 The Parties agree that, if the Panel determines that any provision of this Agreement that requires Countryside to take or not take action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded.

18 Legal relationship

Nothing in this Agreement or in any document referred to in it or any action taken by the Parties under it or any document referred to in it shall constitute any of the Parties a partner of any other.

19 Third party rights

19.1 Each of:

- (a) the current and/or former directors and officers of the members of the Countryside Group to which clause 10.1 and/or clause 10.2 applies;
- (b) the Countryside Directors to which clause 17.2 applies; and
- (c) the Representatives to which clause 12.3 applies,

(each such person being a "**Relevant Third Party**") may under the Contracts (Rights of Third Parties) Act 1999 enforce the terms of clauses 10.1, 10.2, 17.2 and/or 12.3 (as applicable). This right is subject to: (i) the rights of the Parties to rescind or vary this Agreement without the consent of any other person (save that any amendment, waiver or variation of clauses 10.1, 10.2, 17.2 and/or 12.3 shall require the consent of the affected Relevant Third Party); and (ii) the other terms and conditions of this Agreement.

19.2 Except as specified in clause 19.1, the Parties do not intend that any term of this Agreement should be enforceable by, or confer a benefit on, any person who is not a party, by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20 Alterations

20.1 Subject to clause 20.2, no amendment to this Agreement will be effective unless it is made in writing and signed by or on behalf of Countryside and Vistry.

20.2 Any amendment to:

- (a) clause 10.1 and/or 10.2 shall require the consent of any director(s) or officer(s) of the Countryside Group so affected by any such amendment;

- (b) clause 17.2 shall require the consent of any Countryside Directors so affected by any such amendment; and
- (c) clause 12.3 shall require the consent of any Representatives so affected by any such amendment.

21 Severance

Each provision of this Agreement is severable and distinct from the others and, if any provision is, or at any time becomes, to any extent or in any circumstances invalid, illegal or unenforceable for any reason, that provision shall to that extent be deemed not to form part of this Agreement but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired, it being the parties' intention that every provision of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

22 Further assurances

Each Party shall, and shall use reasonable endeavours to procure that any necessary third party shall, from time to time, execute such documents and do such acts and things as the requesting party may reasonably require for the purpose of giving the full benefit of this Agreement to the requesting Party.

23 No Partnership

Nothing in this Agreement and no action taken by the Parties under this Agreement shall be deemed to constitute a partnership between the Parties nor constitute any party the agent of any other party for any purpose.

24 Time of Essence

Except as otherwise expressly provided, time shall be of the essence of this Agreement both as regards any dates, times and periods mentioned and as regards any dates, times and periods which may be substituted for them in accordance with this Agreement or by agreement in writing between Countryside and Vistry.

25 Counterparts

25.1 This Agreement may be executed in any number of counterparts. Each counterpart, when duly exchanged or delivered, is an original, but the counterparts together are one and the same agreement.

25.2 Any counterpart may take the form of an electronic copy of this Agreement and that counterpart:

- (a) will be treated as an original counterpart;
- (b) is sufficient evidence of the execution of the original; and
- (c) may be produced in evidence for all purposes in place of the original.

26 Governing Law

26.1 This Agreement and any non-contractual obligations connected with it shall be governed by English law.

26.2 The Parties irrevocably agree that all disputes arising under or in connection with this Agreement, or in connection with the negotiation, existence, legal validity, enforceability or termination of this Agreement, regardless of whether the same shall be regarded as contractual claims or not, shall be exclusively governed by and determined only in accordance with English law.

27 Jurisdiction

27.1 The Parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction, and that no other court is to have jurisdiction to:

- (a) determine any claim, dispute or difference arising under or in connection with this Agreement, any non-contractual obligations connected with it, or in connection with the negotiation, existence, legal validity, enforceability or termination of this Agreement, whether the alleged liability shall arise under the law of England or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts (**Proceedings**); and
- (b) grant interim remedies, or other provisional or protective relief.

27.2 The Parties submit to the exclusive jurisdiction of the courts of England and Wales and, accordingly, any Proceedings may be brought against the Parties or any of their respective assets in such courts.

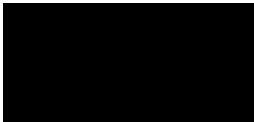
SIGNED by VISTRY GROUP PLC

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For and on behalf of

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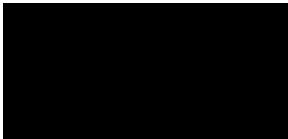
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Authorised Signatory

SIGNED by COUNTRYSIDE PARTNERSHIPS)
PLC)
For and on behalf of)

..... 

Authorised Signatory

**SCHEDULE 1
ANNOUNCEMENT**

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION

THIS ANNOUNCEMENT IS AN ADVERTISEMENT AND NOT A PROSPECTUS OR PROSPECTUS EQUIVALENT DOCUMENT AND INVESTORS SHOULD NOT MAKE ANY INVESTMENT DECISION IN RELATION TO THE NEW VISTRY SHARES EXCEPT ON THE BASIS OF THE INFORMATION IN THE SCHEME DOCUMENT, THE VISTRY PROSPECTUS AND THE VISTRY CIRCULAR WHICH ARE PROPOSED TO BE PUBLISHED IN DUE COURSE

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

5 September 2022

RECOMMENDED CASH AND SHARE COMBINATION

of

Vistry Group PLC (“Vistry”)

and

Countryside Partnerships PLC (“Countryside”)

**to be effected by means of a scheme of arrangement
under Part 26 of the Companies Act 2006**

Summary

- The board of directors of each of Vistry and Countryside are pleased to announce that they have reached agreement on the terms of a recommended cash and share combination pursuant to which Vistry will acquire the entire issued and to be issued ordinary share capital of Countryside (the “**Combination**”). The Combination is to be effected by means of a scheme of arrangement under Part 26 of the Companies Act.
- Under the terms of the Combination, Countryside Shareholders shall be entitled to receive:

for each Countryside Share	0.255 of a New Vistry Share
	and
	60 pence in cash
- Based upon Vistry’s closing share price of 741 pence as of 2 September 2022 (being the last practicable date prior to this announcement), the Combination represents a total implied value of 249 pence per Countryside Share, valuing the entire issued and to be issued ordinary share capital of Countryside at approximately £1,254 million.
- The terms of the Combination represent a premium of approximately 9.1 per cent. to the Closing Price per Countryside Share of 228 pence on 2 September 2022 (being the latest practicable date prior to the date of this announcement).

- A Mix and Match Facility will also be made available to Countryside Shareholders (other than certain persons in the United States and other Restricted Jurisdictions) in order to enable them to elect, subject to off-setting elections, to vary the proportions in which they receive cash and New Vistry Shares in respect of their holdings in Countryside Shares. However, the total number of New Vistry Shares to be issued and the maximum aggregate amount of cash to be paid under the terms of the Combination will not be varied as a result of elections under the Mix and Match Facility.
- Under the terms of the Combination, Countryside Shareholders will, in aggregate, receive approximately 128,398,747 New Vistry Shares. Immediately following Completion of the Combination, Countryside Shareholders will own approximately 37 per cent. of the ordinary share capital of the Combined Group (based on the existing issued ordinary share capital of Vistry and the fully diluted ordinary share capital of Countryside) as at 2 September 2022 (being the latest practicable date prior to the date of this announcement).
- The Combination would create one of the country's leading homebuilders, comprising a top tier housebuilder and a leading partnerships business, with capability across all housing tenures, and delivering much needed affordable housing. The Combination has a strong strategic rationale and the potential for material value creation for shareholders in the Combined Group. In particular, the Combination would have, among other things, the following key advantages:
 - strengthens the Vistry Group's position across both housebuilding and partnerships to deliver sector-leading returns;
 - a capital-light, high ROCE partnerships business, targeting a 40 per cent. ROCE in the short term and expected to increase to over £3 billion revenue per annum in the medium term, representing a larger part of the Vistry Group. In addition, if the market does not recognise the full value of the Combined Group by 2025, it is expected that each of its two divisions would be large enough to succeed as independent businesses, giving the option to separate them at the time if the board of directors of the Combined Group considered this to be in the best interests of its shareholders;
 - increased partnerships exposure, which offers greater resilience to the cyclicity of the housing market, with increased earnings visibility and a consistently strong forward order book underpinned by a high and sustained level of demand for affordable housing;
 - significant benefits and value creation from the increased scale of the combined business and synergies of at least £50 million and potentially from the Countryside Group's timber frame capability, with operational benefits including procurement processes, an improved implementation of the Future Homes Standard and the reduction of people risk within the current tight labour market;
 - combined brand strength of Bovis Homes, Linden Homes and the highly regarded Countryside's partnerships business allows for a multiple branded, mixed-tenure strategy that enhances market presence while driving higher absorption rates; and
 - extensive management capability with a strong and proven track record, led by the Vistry Group's Chief Executive Officer Greg Fitzgerald, who is highly qualified to integrate the two businesses and lead the Combined Group through a new phase of growth, together with the Vistry Group's existing leadership team and senior executive support from Countryside.

- Following Completion of the Combination, both Countryside Shareholders and Vistry Shareholders will share in the benefits accruing to the Combined Group via the expected realisation of meaningful cost synergies. The Vistry Directors believe that the Combined Group can deliver at least £50 million of pre-tax recurring cost synergies on an annual run-rate basis by the end of the second year following Completion.
- The board of directors of each of Vistry and Countryside also note that, in total, five Countryside Shareholders, being Browning West, Inclusive Capital Partners, David Capital Partners, Anson Advisors and Abrams Capital Management, representing approximately 39.1 per cent. of Countryside's issued ordinary share capital as at 2 September 2022 (being the latest practicable date prior to the date of this announcement), are supportive of the Combination and have each entered into irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the Countryside General Meeting.
- The Countryside Board also notes that Inclusive Capital Partners, representing 9.2 per cent. of Countryside's issued ordinary share capital as at 2 September 2022 (being the latest practicable date prior to the date of this announcement), who previously announced a possible offer to acquire Countryside under Rule 2.4 of the Code and had indicated that it would be willing to participate in the Formal Sales Process, has provided an irrevocable undertaking to Vistry in connection with the Combination.
- Vistry intends the Combined Group to maintain a strong and robust balance sheet, with target Gearing of less than 10 per cent.
- Vistry is funding the cash consideration payable pursuant to the Combination through new debt financing arranged by HSBC. Consistent with the Vistry Group's prudent approach to debt financing, it is intended that this new debt financing for funding will be repaid within two years.

Commenting on the Combination, Greg Fitzgerald, the Chief Executive Officer of Vistry, said:

"This proposed Combination has a highly compelling strategic rationale. It will create a leader in the Partnerships housing sector, with the scale and expertise to accelerate profitable growth across both Partnerships and Housebuilding, and expand the delivery of much needed affordable housing across England. The proposed Combination will add the strength of the Countryside brand to Vistry's own well-established Bovis Homes and Linden Homes brands and will leverage the skills and market knowledge of both the Countryside and Vistry teams.

We believe there is clear potential to generate material value for both Vistry and Countryside Shareholders and wider stakeholders from a combined group with enhanced scale and superior returns and to improve the performance of key parts of Countryside's business. We welcome the support of the Countryside Board and the support we have already received from a significant proportion of Countryside Shareholders for the Combination."

Commenting on the Combination, Douglas Hurt, the Chairman of Countryside, said:

"The Combination will create a leading, enlarged partnerships business and is an opportunity to leverage both Countryside's brand and place-making experience with the growing Vistry partnerships business, alongside Vistry's established housebuilding business. The scale of the Combined Group will enable the delivery of synergies, operating efficiencies and further growth for the benefit of Countryside Shareholders and wider stakeholders.

The Countryside Board has carefully reviewed this Combination and believes it offers the best potential to create the greatest value for Countryside Shareholders."

Dividends

- Vistry Shareholders will be entitled to receive and retain:
 - any interim dividend that is announced, declared, paid or made or becomes payable by Vistry in respect of the six-month period ended 30 June 2022; and
 - any Vistry dividend that is announced, declared, paid or made or becomes payable by Vistry in respect of the six-month period ending 31 December 2022 (the **"December Vistry Dividend"**).
- If Completion of the Combination occurs before the record date for any December Vistry Dividend, Countryside Shareholders will be entitled to receive and retain any December Vistry Dividend as shareholders in the Combined Group. If Completion of the Combination occurs after the record date for any December Vistry Dividend that is, on or prior to Completion, announced, declared made, paid or becomes payable by Vistry, Countryside and Vistry have agreed that Countryside has the right to declare and pay an equalisation dividend to Countryside Shareholders in an amount up to (but not exceeding) the amount of the December Vistry Dividend (calculated in accordance with the Equalisation Formula described below), without any reduction being made to the Combination Consideration (a **"Countryside Equalisation Dividend"**). Any such Countryside Equalisation Dividend will be calculated per Countryside Share as the amount of the December Vistry Dividend per Vistry Share multiplied by the Exchange Ratio (the **"Equalisation Formula"**).
- Vistry's existing dividend policy is to pay out to a two times ordinary dividend cover in respect of a full financial year. The typical timing for the record date for a dividend in respect of the six-month period ending 31 December, where declared, is during April each year.
- In respect of Countryside Shares, if, on or after the date of this announcement and on or prior to the Effective Date, any dividend, distribution, or other return of value is announced, declared, made, paid or becomes payable by Countryside, other than with respect to a Countryside Equalisation Dividend that is calculated in accordance with the Equalisation Formula, Vistry reserves the right (without prejudice to any right Vistry may have, with the consent of the Panel, to invoke Condition 3(g)(ii) in Part A of Appendix I to this announcement) to (at Vistry's sole discretion): (i) reduce the Combination Consideration by an amount equivalent to all or any part of such dividend, distribution, or other return of value, in which case any reference in this announcement to the Combination Consideration will be deemed to be a reference to the Combination Consideration as so reduced; or alternatively (ii) declare and pay an equalisation dividend to Vistry Shareholders so as to reflect the value attributable to the dividend, distribution, or other return of value as is announced, declared, made, paid or becomes payable by Countryside.
- Under the terms of the Co-operation Agreement, Vistry has undertaken not to declare, make or pay any dividend, distribution, or other return of value other than as contemplated in respect of Vistry as above. Nothing in this announcement or the Co-operation Agreement shall require Vistry to announce, declare, make or pay any dividend.

Termination of Formal Sales Process, Countryside Chief Executive Officer search and Countryside Share Buyback Programme

- As a result of the Combination, the Countryside Directors have taken the decision to terminate the Formal Sales Process with immediate effect and Countryside has ceased all preparations in connection therewith.
- The Countryside Directors have also decided to discontinue the search for a permanent Chief Executive Officer and to terminate the share buy-back programme previously announced (which was discontinued for so long as the Formal Sales Process was ongoing).

Vistry Shareholder approval of the Combination

- The Combination constitutes a Class 1 transaction for Vistry for the purposes of the Listing Rules. Accordingly, the Combination will be conditional on, amongst other things, the approval of Vistry Shareholders at the Vistry General Meeting.

Countryside Recommendation

- The Countryside Directors, who have been so advised by Rothschild & Co as to the financial terms of the Combination, consider the terms of the Combination to be fair and reasonable. In providing its advice to Countryside Directors, Rothschild & Co has taken into account the commercial assessments of the Countryside Directors. In addition, the Countryside Directors consider the terms of the Combination to be in the best interests of Countryside Shareholders as a whole.
- Accordingly, the Countryside Directors intend to recommend unanimously that Countryside Shareholders vote in favour of the Scheme at the Court Meeting and the resolution to be proposed at the Countryside General Meeting as those Countryside Directors who hold Countryside Shares have irrevocably undertaken to do in respect of their own beneficial holdings of 411,209 Countryside Shares representing, in aggregate, approximately 0.08 per cent. of the ordinary share capital of Countryside in issue on 2 September 2022 (being the latest practicable date prior to this announcement).

Vistry Recommendation

- The Vistry Directors consider the Combination to be in the best interests of Vistry and the Vistry Shareholders as a whole and intend to recommend unanimously that Vistry Shareholders vote in favour of the Vistry Resolutions at the Vistry General Meeting, as those Vistry Directors who hold Vistry Shares have irrevocably undertaken to do in respect of their entire beneficial holdings of, in aggregate, 524,654 Vistry Shares, representing approximately 0.24 per cent. of Vistry's issued ordinary share capital on 2 September 2022 (being the latest practicable date prior to this announcement).
- The Vistry Directors have received financial advice from HSBC and Lazard in relation to the Combination. In providing their advice to the Vistry Directors, HSBC and Lazard have relied upon the Vistry Directors' commercial assessments of the Combination.

Irrevocable Undertakings and Letters of Support

Countryside Shares

- As noted above, Vistry has received irrevocable undertakings from each of the Countryside Directors to vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the Countryside General Meeting, in respect of a total of 411,209 Countryside Shares, representing, in aggregate, approximately 0.08 per cent. of the existing issued ordinary share capital of Countryside on 2 September 2022 (being the latest practicable date prior to the date of this announcement).

- Vistry has also received irrevocable undertakings from Browning West, Inclusive Capital Partners, David Capital Partners, Anson Advisors and Abrams Capital Management, in respect of a total of 195,154,871 Countryside Shares representing, in aggregate, approximately 39.1 per cent. of Countryside's issued ordinary share capital on 2 September 2022 (being the latest practicable date prior to this announcement), to vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the Countryside General Meeting.
- Vistry has therefore received irrevocable undertakings in respect of a total of 195,566,080 Countryside Shares representing, in aggregate, approximately 39.1 per cent. of Countryside's issued ordinary share capital on 2 September 2022 (being the latest practicable date prior to this announcement).

Vistry Shares

- Countryside has received irrevocable undertakings from the Vistry Directors who hold Vistry Shares to vote in favour of the Vistry Resolutions at the Vistry General Meeting in respect of a total of 524,654 Vistry Shares representing, in aggregate, approximately 0.24 per cent. of Vistry's issued ordinary share capital on 2 September 2022 (being the latest practicable date prior to this announcement).
- Countryside has therefore received irrevocable undertakings in respect of a total of 524,654 Vistry Shares representing, in aggregate, approximately 0.24 per cent. of Vistry's issued ordinary share capital on 2 September 2022 (being the latest practicable date prior to this announcement).
- Further details of these irrevocable undertakings are set out in Appendix III to this announcement.

Information on the Combined Group

Business of the Combined Group and key brands

- Following Completion of the Combination and a period of integration, the Combined Group will be organised into two distinct businesses, each of significant scale: (i) a housebuilding business, to be known as Vistry Housebuilding, consisting of the existing Vistry Housebuilding business, with the addition of certain sites from the Countryside Group; and (ii) a partnerships business, to be re-branded Countryside Partnerships, consisting of Vistry Partnerships and the Countryside Group's core partnerships business. Vistry's key retail brands, most notably Bovis Homes and Linden Homes, will be retained and used across the Combined Group.
- The Combined Group will have a balanced split between the Housebuilding business and the Partnerships business, and creating a more even distribution of profits to improve our resilience and returns. On a historical combined basis (based on the audited financial statements of the Vistry Group and the Countryside Group for the financial years ended 31 December 2021 and 30 September 2021, respectively), Partnerships would represent approximately 45 per cent. of the Combined Group's adjusted revenue (£1.9 billion) and Housebuilding would represent approximately 55 per cent. (£2.3 billion) of the Combined Group's adjusted revenue.
- The Housebuilding business and the Partnerships business of the Combined Group will each be supported by a strong land bank across the Combined Group, with a total land bank of over 80,000 plots (with an average of 162 plots per site). A further in-house strategic land

capability will deliver land for both businesses, with nearly 70,000 total combined strategic land plots (across 196 sites), based on historic Vistry Group data as at 31 December 2021 and historic Countryside Group data as at 31 March 2022. This will enlarge the in-house strategic land capability of the Combined Group.¹

Key financial information regarding the Combined Group

- The revenue of the Combined Group's Partnerships business would be expected to increase to over £3 billion per annum in the medium term, materially in excess of the Vistry Group's existing medium term target of approximately £1.6 billion.
- The Combined Group's Partnerships business will target a ROCE of above 40 per cent. in the short term. The Countryside Group's Partnerships business has generated a lower ROCE than the Vistry Group's 40 per cent. target, such that the combined ROCE for the Partnerships business of the Combined Group would be below 40 per cent. immediately following Completion of the Combination.² Following Completion of the Combination, the management team of the Combined Group will maintain Vistry's current target of a 40 per cent. ROCE with a combined management team working to achieve this target in the short term. The Combination is also expected to be ROCE enhancing from 2024.
- Adjusted revenue of the Partnerships business of the Combined Group represents an increase from 32 per cent. for the Vistry Group on a standalone basis, and is expected to increase further to more than 50 per cent. of the Combined Group's adjusted revenue in the short term.
- With the increased scale, the Combined Group will seek to achieve adjusted operating profit for each of the Housebuilding business and the Partnerships business in excess of £400 million (in excess of £800 million in total).

Board and executive leadership team of the Combined Group

- The Combined Group will be led by Vistry's Chief Executive Officer, Greg Fitzgerald. Ralph Findlay, Vistry's Non-Executive Chairman, will assume the Chairmanship of the Combined Group.
- The board of directors will comprise the existing executive and non-executive directors of Vistry with the addition of Tim Lawlor, who will join the board of directors as an executive director.
- The Vistry Group's current strong existing executive leadership team will comprise the executive leadership team of the Combined Group, subject to the following changes:
 - Tim Lawlor will join the executive leadership team in his capacity as Chief Financial Officer; and
 - Earl Sibley, currently Chief Financial Officer of the Vistry Group, will assume the position of Chief Operating Officer.

¹ Including 100% of joint venture plots and applying the Vistry Group's own definition of the distinction between "land bank" and "strategic land" to the Countryside Group's land assets.

² The Countryside Group's partnerships business generated a ROCE of 20 per cent. for the financial year ended 30 September 2021 as compared to the Vistry Group's ROCE for its partnerships business of over 40 per cent. for the financial year ended 31 December 2021.

- Stephen Teagle will lead the Partnerships business of the Combined Group as Chief Executive – Partnerships Division and Keith Carnegie will lead the Housebuilding business of the Combined Group as Chief Executive – Housebuilding Division.
- As announced on 27 April 2022, Graham Prothero, Chief Operating Officer of the Vistry Group, has resigned as Chief Operating Officer and as a director of Vistry with effect from 31 December 2022. Graham will remain with the Combined Group as an executive director and member of the executive leadership team until that date.
- In addition, to ensure continuity and assist with the preliminary stages of the integration of the Combined Group, Mike Woolliscroft and Philip Chapman, currently Co-interim Chief Executive Officers of the Countryside Group, intend to remain with the Combined Group for an interim period.
- Other than as described above, all executive and non-executive directors of the Countryside Board will resign on the Effective Date.

Capital application policy of the Combined Group

- It is intended that the Combined Group would initially maintain the Vistry Group's existing policy of paying out to a two times ordinary dividend cover in respect of a full financial year. Any surplus capital, following investment in the business to support the Combined Group's growth strategy and the payment of the ordinary dividend, would be expected to be returned to the Combined Group's shareholders through either a share buyback or special dividend. The method would be determined by the board of directors of the Combined Group considering all relevant factors at the time. Vistry may, in due course following Completion and a period of integration, review the Combined Group's capital allocation policy to confirm whether it remains appropriate in the context of the Combined Group and in consultation with shareholders.

Listing and trading of Vistry Shares

- The Vistry Shares will continue to be listed on the premium listing segment of the Official List and will continue to trade on the Main Market of the London Stock Exchange.

Information on Vistry

- The Vistry Group, being the combination of Bovis Homes, Linden Homes and Vistry Partnerships, is a leading national housebuilder with expertise and capabilities across all housing tenures and is one of the largest private sector providers of affordable housing in the UK.
- Vistry's shares are admitted to the premium listing segment of the Official List and to trading on the Main Market of the London Stock Exchange. Vistry's current market capitalisation is £1,617 million as at 2 September 2022 (being the latest practicable date prior to this announcement).
- The Vistry Group's Housebuilding business delivers high quality, traditional new homes through its leading brands, Bovis Homes and Linden Homes. The business has national coverage with 13 operating regions, each targeting annual output of between 550 and 625 units including joint ventures, giving an overall volume capacity for housebuilding of more than 8,000 units (2021: 6,551 completions). The business continues to make exceptional progress with its strategy of delivering controlled volume growth and significant margin progression from its existing business structure.

- The Vistry Group's Partnerships business, Vistry Partnerships, has a firmly established position within the fast-growing partnerships market. The business model combines higher margin mixed-tenure development and market resilient cash generative partner delivery. Vistry Partnerships has a strong track record and, most importantly, excellent, long-standing relationships across the broad partnerships' customer base, including housing associations, local authorities, Homes England, the private rented sector and elderly accommodation providers. The business currently operates from 14 business units providing national coverage, and is making excellent progress with its strategy of driving rapid growth in higher margin mixed-tenure revenues whilst maintaining a high ROCE in excess of 40 per cent. A key part of this strategy has been maximising the benefits of the larger Vistry Group, including access to capital, land buying capability, retail brand strength, and procurement savings and buying power.

Information on Countryside

- Countryside is a leader in the delivery of high quality mixed-tenure communities. Countryside's partnerships business has been a trusted partner of housing associations, public bodies and institutional private rental operators for over 40 years to deliver a balanced portfolio of affordable, private rental and private for sale homes, and playing a lead role in regenerating urban areas and creating new communities. The Countryside Group has been rated a five star housebuilder by the Home Builders Federation for the past three years.
- The Countryside Shares are admitted to the premium listing segment of the Official List and to trading on the Main Market of the London Stock Exchange. Countryside's market capitalisation was £1,140 million as at 2 September 2022 (being the latest practicable date prior to this announcement).
- The Countryside Group operates a mixed-tenure partnership model, developing sites with a mix of private, affordable and private rental units. Forward funding affordable and private rental units materially de-risks scheme delivery and reduces capital intensity.
- Historically, the Countryside Group operated a distinct Housebuilding division. Countryside announced on 7 July 2021 that it would focus all its resources on its successful partnerships business with the creation of a new Home Counties division. The Countryside Group has 15 partnership operating regions, including four in the Home Counties, giving good coverage across the UK.
- The Countryside Group places communities at the heart of everything it does, from understanding the needs of the communities and responding to the way it designs its developments, to working closely with its partners and clients to engage and empower people throughout the development process. The Countryside Group's commitment to sustainability is also focused, ambitious and impact driven and through a new approach to sustainability, it aims for every act of planning, design and construction to eventually create a positive impact for people and places.
- In the Countryside Group's trading update that was published on 7 April 2022, it identified certain issues underlying the Countryside Group's underperformance in the first half of its 2022 financial year. The Countryside Group has outlined its priorities in resolving these issues and has commenced implementing measures in response to those priorities.

Timetable and Conditions

- It is intended that the Combination will be implemented by way of a scheme of arrangement under Part 26 of the Companies Act (although Vistry reserves the right to implement the

Combination by way of a Takeover Offer, subject to the Panel's consent and the terms of the Co-operation Agreement).

- The Combination is conditional on, among other things, the approval of the requisite majority of Countryside Shareholders at the Court Meeting and at the Countryside General Meeting. In order to become Effective, the Scheme must be approved by a majority in number of the Countryside Shareholders voting at the Court Meeting, either in person or by proxy, representing at least 75 per cent. in value of the Countryside Shares voted. In addition, a special resolution implementing the Scheme must be passed by Countryside Shareholders representing at least 75 per cent. of votes cast at the Countryside General Meeting. Following the Court Meeting, the Scheme must also be sanctioned by the Court.
- The Combination is also subject to the Conditions and terms set out in Appendix I to this announcement, including, amongst other things, the approval of Vistry Shareholders of the Combination at the Vistry General Meeting as a Class 1 transaction under the Listing Rules as well as the receipt of merger control clearance in the United Kingdom, to the extent required, as well as the further terms and conditions of the Scheme, to be set out in the Scheme Document when issued.
- The Scheme Document, containing further information about the Combination and notices of the Court Meeting and the Countryside General Meeting, will be distributed to Countryside Shareholders (along with the Forms of Proxy for use in connection with the Court Meeting and the Countryside General Meeting and the Forms of Election in relation to the Mix and Match Facility) in due course. For the purposes of paragraph 3(a) of Appendix 7 of the Code, the Panel has consented to an extension of the applicable date for posting.
- Vistry will prepare, publish and send to Vistry Shareholders the Vistry Circular and will prepare and publish the Vistry Prospectus. The Vistry Circular will summarise the background to and reasons for the Combination and will include a notice convening the Vistry General Meeting containing, among other things, the Vistry Resolutions to be proposed for the approval of the Combination by Vistry Shareholders at the Vistry General Meeting (or any adjournment thereof). The Vistry Prospectus is required in connection with the issue of the New Vistry Shares and their Admission. The Vistry Prospectus will contain information relating to the Combination, the Combined Group and the New Vistry Shares.
- The Scheme Document, Vistry Circular and Vistry Prospectus will each be made available by Vistry on its website at www.vistrygroup.co.uk/investor-centre/Countryside-offer and by Countryside on its website at www.countrysidepartnerships.com.
- It is expected that the Scheme Document, Vistry Circular and Vistry Prospectus will be published in early October 2022 and that the Court Meeting, the Countryside General Meeting and the Vistry General Meeting will be held on or around the same time during late October 2022 or early November 2022. Subject to the satisfaction or (where applicable) waiver of the Conditions, the Combination is expected to become Effective by the end of the first quarter of 2023.

This summary should be read in conjunction with the full text of this announcement. The Combination will be subject to the Conditions and further terms set out in Appendix I to this announcement and to the full terms and conditions which will be set out in the Scheme Document. Appendix II to this announcement contains the sources of information and bases of calculations of certain information contained in this announcement, Appendix III to this announcement contains a summary of the irrevocable undertakings received in relation to this Combination, Appendix IV to this announcement contains details of and bases of

calculation of the anticipated quantified financial benefits of the Combination and Appendix V to this announcement contains definitions of certain expressions used in this summary and in this announcement.

For the purposes of Rule 28 of the Code, the Quantified Financial Benefits Statement contained in this announcement is the responsibility of Vistry and the Vistry Directors. Appendix IV to this announcement sets out the anticipated Quantified Financial Benefits Statement relating to cost savings and synergies arising out of the Combination and provides underlying information and bases of belief. Appendix IV to this announcement also includes reports from Vistry's reporting accountant, PricewaterhouseCoopers, and its financial advisers, HSBC and Lazard, in connection with anticipated Quantified Financial Benefits Statement, as required pursuant to Rule 28.1(a) of the Code, and provides underlying information and bases for the accountant's and advisers' respective reports. Each of PricewaterhouseCoopers, HSBC and Lazard has given and not withdrawn its consent to the publication of its respective report in this announcement in the form and context in which it is included.

There will be an investor and analyst presentation at 9:30 a.m. on 5 September 2022 at Numis, 45 Gresham Street, London EC2V 7BF. There will be a live webcast available at <https://stream.brrmedia.co.uk/broadcast/630ddb73da906b287e9a09b1> and a recording of the investor and analyst presentation will be available on Vistry's website at www.vistrygroup.co.uk/investor-centre/Countryside-offer and on Countryside's website at www.countrysidepartnerships.com.

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Linklaters LLP is acting as legal adviser to Vistry. Norton Rose Fulbright LLP is acting as legal adviser to Countryside.

Important notices

HSBC Bank plc (“HSBC”), which is authorised by the PRA and regulated in the UK by the FCA and the PRA, is acting as financial adviser to Vistry and no one else in connection with the Combination and shall not be responsible to anyone other than Vistry for providing the protections afforded to clients of HSBC nor for providing advice in connection with the Combination or any matter referred to herein. Neither HSBC nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of HSBC in connection with the Combination or any matter referred to herein.

Lazard & Co., Limited ("**Lazard**"), which is authorised by the PRA and regulated in the UK by the FCA and the PRA, is acting exclusively as financial adviser to Vistry and no one else in connection with the Combination and shall not be responsible to anyone other than Vistry for providing the protections afforded to clients of Lazard nor for providing advice in connection with the Combination or any matter referred to herein. Neither Lazard nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Lazard in connection with the Combination or any matter referred to herein.

Peel Hunt LLP ("**Peel Hunt**"), which is authorised and regulated in the UK by the FCA, is acting exclusively as corporate broker to Vistry and no one else in connection with the Combination and shall not be responsible to anyone other than Vistry for providing the protections afforded to clients of Peel Hunt nor for providing advice in connection with the Combination or any matter referred to herein. Neither Peel Hunt nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Peel Hunt in connection with the Combination or any matter referred to herein.

N.M. Rothschild & Sons Limited ("**Rothschild & Co**"), which is authorised and regulated in the UK by the FCA, is acting exclusively as financial adviser to Countryside and no one else in connection with the Combination and shall not be responsible to anyone other than Countryside for providing the protections afforded to clients of Rothschild & Co nor for providing advice in connection with the Combination or any matter referred to herein. Neither Rothschild & Co nor any of its affiliates (nor their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Rothschild & Co in connection with this announcement, any statement contained herein, the Combination or otherwise. No representation or warranty, express or implied, is made by Rothschild & Co as to the contents of this announcement.

Barclays Bank PLC ("**Barclays**"), which is authorised by the PRA and regulated in the United Kingdom by the FCA and the PRA, is acting exclusively for Countryside and for no one else in connection with the Combination and will not be responsible to anyone other than Countryside for providing the protections afforded to clients of Barclays nor for providing advice in connection with the Combination or any other matter referred to herein. Neither Barclays nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Barclays in connection with the Combination or any matter referred to herein.

Numis Securities Limited ("**Numis**"), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for Countryside and no one else in connection with the Combination and will not be responsible to anyone other than Countryside for providing the protections afforded to clients of Numis nor for providing advice in relation to the Combination or any other matter referred to herein. Neither Numis nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Numis in connection with the Combination or any matter referred to herein.

Further information

This announcement does not constitute a prospectus or prospectus exempted document. The New Vistry Shares are not being offered to the public by means of this announcement.

This announcement is for information purposes only and does not constitute an offer to sell or an invitation to purchase any securities or the solicitation of an offer to buy any securities, pursuant to the Combination or otherwise.

The Combination will be made solely by means of the Scheme Document (or, if the Combination is implemented by way of a Takeover Offer, any document by which the Takeover Offer is made) which, together with the Forms of Proxy and the Forms of Election in relation to the Mix and Match Facility, will contain the full terms and conditions of the Combination, including details of how to vote in respect of the Combination.

This announcement has been prepared for the purpose of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws of jurisdictions outside England and Wales. The Combination will be subject to the applicable requirements of the Code, the Panel, the FCA and the London Stock Exchange.

Countryside will prepare the Scheme Document to be distributed to Countryside Shareholders. Vistry will prepare the Vistry Circular to be distributed to Vistry Shareholders and will also publish the Vistry Prospectus containing information on the New Vistry Shares and the Combined Group (and, in the event that the Combination is to be implemented by means of a Takeover Offer, the Offer Document). Countryside Shareholders are advised to read the Scheme Document (including the related Forms of Proxy and the Forms of Election in relation to the Mix and Match Facility) (and/or, in the event that the Combination is to be implemented by way of a Takeover Offer, the Offer Document) and the Vistry Prospectus carefully once these become available because they will contain important information in relation to the Combination, the New Vistry Shares and the Combined Group. Any vote in respect of resolutions to be proposed at the Countryside General Meeting, and any decision in respect of the Scheme or other response in relation to the Combination by Countryside Shareholders, should be made only on the basis of the information contained in the Scheme Document (and/or, in the event that the Combination is to be implemented by way of a Takeover Offer, the Offer Document) and the Vistry Prospectus (including any supplementary prospectus, if relevant). Any vote in respect of resolutions to be proposed at the Vistry General Meeting by Vistry Shareholders should be made only on the basis of information contained in the Vistry Circular (including any supplementary circular, if relevant).

This announcement contains inside information in relation to Countryside for the purposes of Article 7 of the Market Abuse Regulation. The person responsible for arranging the release of this announcement on behalf of Vistry is Clare Bates, General Counsel & Company Secretary. The person responsible for arranging the release of this announcement on behalf of Countryside is Gary Whitaker, General Counsel & Company Secretary.

This announcement does not constitute a prospectus or prospectus exempted document. The New Vistry Shares are not being offered to the public by means of this announcement.

Vistry reserves the right to elect (with the consent of the Panel, and subject to the terms of the Co-operation Agreement) to implement the Combination by way of a Takeover Offer as an alternative to the Scheme. In such event, the Takeover Offer will be implemented on substantially the same terms, so far as applicable, as those which would apply to the Scheme, subject to appropriate amendments to reflect the terms of the Co-operation Agreement and, among other things, the change in structure by which the Combination is to be implemented and compliance with all applicable laws.

Overseas Shareholders

The release, publication or distribution of this announcement in or into certain jurisdictions other than the United Kingdom may be restricted by law. Persons who are not resident in the United Kingdom or who are subject to other jurisdictions should inform themselves of, and observe, any applicable requirements.

Unless otherwise determined by Vistry or required by the Code, and permitted by applicable law and regulation, the Combination shall not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Combination by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this announcement and all documents relating to the Combination are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this announcement and all documents relating to the Combination (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.

The availability of the Combination to Countryside Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable requirements.

The New Vistry Shares may not be offered, sold or delivered, directly or indirectly, in, into or from any Restricted Jurisdiction or to, or for the account or benefit of, any Restricted Overseas Persons except pursuant to an applicable exemption from, or in a transaction not subject to, applicable securities laws of those jurisdictions.

Additional information for US investors

The Combination relates to shares of an English company and is proposed to be effected by means of a scheme of arrangement under the laws of England and Wales. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act.

Accordingly, the Combination is subject to the disclosure and procedural requirements applicable in the United Kingdom to schemes of arrangement which differ from the disclosure requirements of United States tender offer and proxy solicitation rules.

Neither the US Securities and Exchange Commission nor any US state securities commission has approved or disapproved or passed judgement upon the fairness or the merits of the Combination or determined if this announcement is adequate, accurate or complete. Any representation to the contrary is a criminal offence in the United States.

However, if Vistry were to elect to implement the Combination by means of a Takeover Offer, such Takeover Offer shall be made in compliance with all applicable United States laws and regulations, including any applicable exemptions under the US Exchange Act. Such a Takeover Offer would be made in the United States by Vistry and no one else.

In the event that the Combination is implemented by way of a Takeover Offer, in accordance with normal United Kingdom practice and pursuant to Rule 14e-15(b) of the US Exchange Act, Vistry or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Countryside outside the United States, other than pursuant to such Takeover Offer, during the period in which such Takeover Offer would

remain open for acceptance. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases or arrangements to purchase shall be disclosed as required in the UK, shall be reported to a Regulatory Information Service and shall be available on the London Stock Exchange website at www.londonstockexchange.com.

The receipt of consideration by a US holder for the transfer of its Countryside Shares pursuant to the Scheme shall be a taxable transaction for United States federal income tax purposes. Each Countryside Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Combination applicable to them, including under applicable United States state and local, as well as overseas and other, tax laws.

Financial information relating to Countryside included in this announcement and the Scheme Document has been or shall have been prepared in accordance with accounting standards applicable in the United Kingdom and may not be comparable to financial information of United States companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

The New Vistry Shares issued pursuant to the Scheme will not be registered under any United States state securities laws and may only be issued to persons resident in a state pursuant to an exemption from the registration requirements of the securities laws of such state.

For the purpose of qualifying for the exemption provided by Section 3(a)(10) of the US Securities Act, Countryside will advise the Court that its sanctioning of the Scheme will be relied on by Vistry as an approval of the Scheme following a hearing on its fairness to Countryside Shareholders, at which Court hearing all Countryside Shareholders are entitled to attend in person or through counsel to support or oppose the sanctioning of the Scheme and with respect to which notification will be given to all such holders.

Vistry and Countryside are organised under the laws of England and Wales. Some or all of the officers and directors of Vistry and Countryside, respectively, are residents of countries other than the United States. In addition, all or most of the assets of Vistry and Countryside are located outside the United States. As a result, it may be difficult for United States shareholders of Countryside to effect service of process within the United States upon Vistry or Countryside or their respective officers or directors or to enforce against them a judgement of a United States court predicated upon the federal or state securities laws of the United States.

Forward-looking statements

This announcement (including information incorporated by reference in this announcement), oral statements made regarding the Combination, and other information published by Countryside, Vistry or any member of the Vistry Group contain statements which are, or may be deemed to be, "forward-looking statements". Such forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and on numerous assumptions regarding the business strategies and the environment in which Vistry, Countryside, any member of the Vistry Group or the Countryside Group or the Combined Group shall operate in the future and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by those statements.

The forward-looking statements contained in this announcement relate to Vistry, Countryside, any member of the Vistry Group or the Countryside Group or the Combined Group's future prospects, developments and business strategies, the expected timing and scope of the Combination and other statements other than historical facts. In some cases, these forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates",

“will look to”, “would look to”, “plans”, “prepares”, “anticipates”, “expects”, “is expected to”, “is subject to”, “budget”, “scheduled”, “forecasts”, “synergy”, “strategy”, “goal”, “cost-saving”, “projects”, “intends”, “may”, “will”, “shall” or “should” or their negatives or other variations or comparable terminology. Forward-looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of Vistry’s, Countryside’s, any member of the Vistry Group or the Countryside Group or its or their operations and potential cost savings and synergies resulting from the Combination; and (iii) the effects of global economic conditions and governmental regulation on Vistry’s, Countryside’s, any member of the Vistry Group or the Countryside Group or its or their business.

By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that shall occur in the future. These events and circumstances include changes in the global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax rates, future business combinations or disposals, and any epidemic, pandemic or disease outbreak. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors.

Neither Vistry, Countryside, nor any member of the Vistry Group or the Countryside Group, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement shall actually occur. Given these risks and uncertainties, potential investors should not place any reliance on forward-looking statements.

Specifically, statements of estimated cost savings and synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies referred to may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. Due to the scale of the Combined Group, there may be additional changes to the Combined Group’s operations. As a result, and given the fact that the changes relate to the future, the resulting cost savings and synergies may be materially greater or less than those estimated.

The forward-looking statements speak only at the date of this announcement. All subsequent oral or written forward-looking statements attributable to any member of the Vistry Group or Countryside Group, or any of their respective associates, directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above.

Vistry and Countryside expressly disclaim any obligation to update such statements other than as required by law or by the rules of any competent regulatory authority, whether as a result of new information, future events or otherwise.

No profit forecasts or estimates

Save as set out in paragraph 18 of this announcement, no statement in this announcement is intended as a profit forecast or estimate for any period and no statement in this announcement should be interpreted to mean that earnings or earnings per share for Vistry or Countryside, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Vistry or Countryside, as appropriate.

Quantified Financial Benefits Statement

Appendix IV to this announcement sets out the anticipated Quantified Financial Benefits Statement and contains details of, and bases of calculation of, the anticipated financial benefits of the Combination, together with the related reports from Vistry's reporting accountant, PricewaterhouseCoopers, and Vistry's financial advisers, HSBC and Lazard, as required under Rule 28.1(a) of the Code, and provides underlying information and bases for the accountant's and advisers' respective reports. HSBC and Lazard, as financial advisers to Vistry, have provided such report for the purposes of the Code stating that, in their opinion and subject to the terms of the report, the Quantified Financial Benefits Statement, for which the Vistry Directors are responsible, has been prepared with due care and consideration. Each of PricewaterhouseCoopers, HSBC and Lazard has given and not withdrawn its consent to the publication of its respective report in this announcement in the form and context in which it is included.

For the purpose of Rule 28 of the Code, the Quantified Financial Benefits Statement contained in this announcement is the responsibility of Vistry and the Vistry Directors. Any statement of intention, belief or expectation for the Combined Group following the Effective Date is an intention, belief or expectation of the Vistry Directors and not of the Countryside Directors.

The statements in the Quantified Financial Benefits Statement relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies referred to may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. No statement in the Quantified Financial Benefits Statement should be construed as a profit forecast or interpreted to mean that the Combined Group's earnings in the first full year following the Effective Date, or in any subsequent period, would necessarily match or be greater than or be less than those of Vistry and/or Countryside for the relevant preceding financial period or any other period.

Disclosure requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3:30 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3:30 p.m. (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A

Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3:30 p.m. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they shall be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at <http://www.thetakeoverpanel.org.uk>, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Electronic communications

Please be aware that addresses, electronic addresses and certain information provided by Countryside Shareholders, persons with information rights and other relevant persons for the receipt of communications from Countryside may be provided to Vistry during the Offer Period as requested under Section 4 of Appendix 4 of the Code to comply with Rule 2.11(c) of the Code.

Publication on website and availability of hard copies

A copy of this announcement will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Vistry's and Countryside's websites at www.vistrygroup.co.uk/investor-centre/Countryside-offer and www.countrysidepartnerships.com, respectively, by no later than 12 noon (London time) on 6 September 2022. For the avoidance of doubt, the contents of these websites are not incorporated into and do not form part of this announcement.

Vistry Shareholders, persons with information rights and participants in the Vistry Share Plans may request a hard copy of this announcement by: (i) contacting Computershare during business hours on 0370 889 3236 if calling from the United Kingdom, or +44(0) 370 889 3236 if calling from outside the United Kingdom (lines are open from 8:30 a.m. to 5:30 p.m., Monday to Friday (excluding public holidays in England and Wales)); or (ii) submitting a request in writing to Computershare at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY, United Kingdom. A person so entitled may also request that all future documents, announcements and information in relation to the Combination be sent to them in hard copy form.

Countryside Shareholders, persons with information rights and participants in the Countryside Share Plans may request a hard copy of this announcement by: (i) contacting Equiniti during business hours on 0371 384 2050 if calling from the United Kingdom, or +44 121 415 0259 if calling from outside the United Kingdom (lines are open from 8:30 a.m. to 5:30 p.m., Monday to Friday (excluding public holidays in England and Wales)); or (ii) submitting a request in writing to Equiniti at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, United Kingdom. A person so entitled may also request that all future documents, announcements and information in relation to the Combination be sent to them in hard copy form.

If you are in any doubt about the contents of this announcement or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or independent financial adviser duly authorised under the FSMA (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

Rounding

Certain figures included in this announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Rule 2.9 Disclosure

In accordance with Rule 2.9 of the Code, Countryside confirms that as at the date of this announcement, it has in issue and admitted to trading on the Main Market of the London Stock Exchange 499,723,298 ordinary shares of £0.01 each (excluding 24,903,572 ordinary shares held in treasury). The International Securities Identification Number (ISIN) of the ordinary shares is GB00BYPHNG03.

In accordance with Rule 2.9 of the Code, Vistry confirms that, as at the date of this announcement, it has in issue and admitted to trading on the Main Market of the London Stock Exchange 218,259,244 ordinary shares of 50 pence each (excluding 1,500,000 ordinary shares held in treasury). The International Securities Identification Number (ISIN) of the ordinary shares is GB0001859296.

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION

THIS ANNOUNCEMENT IS AN ADVERTISEMENT AND NOT A PROSPECTUS OR PROSPECTUS EQUIVALENT DOCUMENT AND INVESTORS SHOULD NOT MAKE ANY INVESTMENT DECISION IN RELATION TO THE NEW VISTRY SHARES EXCEPT ON THE BASIS OF THE INFORMATION IN THE SCHEME DOCUMENT, THE VISTRY PROSPECTUS AND THE VISTRY CIRCULAR WHICH ARE PROPOSED TO BE PUBLISHED IN DUE COURSE

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

5 September 2022

RECOMMENDED CASH AND SHARE COMBINATION

of

Vistry Group PLC (“Vistry”)

and

Countryside Partnerships PLC (“Countryside”)

**to be effected by means of a scheme of arrangement
under Part 26 of the Companies Act 2006**

1 Introduction

The boards of directors of each of Vistry and Countryside are pleased to announce that they have reached agreement on the terms of a recommended cash and share offer pursuant to which Vistry will acquire the entire issued and to be issued ordinary share capital of Countryside (the “**Combination**”). The Combination is to be effected by means of a scheme of arrangement under Part 26 of the Companies Act.

2 The Combination

Under the terms of the Combination, which shall be subject to the Conditions and further terms set out in Appendix I to this announcement and to be set out in the Scheme Document, Countryside Shareholders will be entitled to receive:

for each Countryside Share 0.255 of a New Vistry Share

and

60 pence in cash

Based upon Vistry’s closing share price of 741 pence as of 2 September 2022 (being the last practicable date prior to this announcement), the Combination represents a total implied value of 249 pence per Countryside Share, valuing the entire issued and to be issued ordinary share capital of Countryside at £1,254 million.

The terms of the Combination represent a premium of approximately 9.1 per cent. to the Closing Price per Countryside Share of 228 pence on 2 September 2022 (being the latest practicable date prior to the date of this announcement).

A Mix and Match Facility will also be made available to Countryside Shareholders (other than certain persons in the United States and other Restricted Jurisdictions) in order to enable them to elect, subject to off-setting elections, to vary the proportions in which they receive cash and New Vistry Shares in respect of their holdings in Countryside Shares. However, the total number of New Vistry Shares to be issued and the maximum aggregate amount of cash to be paid under the terms of the Combination will not be varied as a result of elections under the Mix and Match Facility. Further details are set out in paragraph 9 of this announcement.

Under the terms of the Combination, Countryside Shareholders will, in aggregate, receive approximately 128,398,747 New Vistry Shares. Immediately following Completion of the Combination, Countryside Shareholders will own approximately 37 per cent. of the share capital of the Combined Group (based on the existing issued ordinary share capital of Vistry and the fully diluted ordinary share capital of Countryside) as at 2 September 2022 (being the latest practicable date prior to the date of this announcement).

It is expected that the Scheme Document, Vistry Circular and Vistry Prospectus will be published in early October 2022 and that the Court Meeting, the Countryside General Meeting and the Vistry General Meeting will be convened on or around the same time during late October 2022 or early November 2022. Subject to the satisfaction of the Conditions, it is expected that the Scheme will become Effective by the end of the first quarter of 2023.

The Combination constitutes a Class 1 transaction for Vistry for the purposes of the Listing Rules. Accordingly, the Combination will be conditional on, amongst other things, the approval of Vistry Shareholders at the Vistry General Meeting.

The Scheme Document, containing further information about the Combination and notices of the Court Meeting and the Countryside General Meeting will be distributed to Countryside Shareholders (along with the Forms of Proxy for use in connection with the Court Meeting and the Countryside General Meeting and the Forms of Election in relation to the Mix and Match Facility) in due course. For the purposes of paragraph 3(a) of Appendix 7 of the Code, the Panel has consented to an extension of the applicable date for posting. Vistry will prepare, publish and send to Vistry Shareholders the Vistry Circular and will prepare and publish the Vistry Prospectus. The Vistry Circular will summarise the background to and reasons for the Combination and will include a notice convening the Vistry General Meeting containing, among other things, the Vistry Resolutions to be proposed for the approval of the Combination by Vistry Shareholders at the Vistry General Meeting (or any adjournment thereof). The Vistry Prospectus is required in connection with the issue of the New Vistry Shares and their Admission. The Vistry Prospectus will contain information relating to the Combination, the Combined Group and the New Vistry Shares.

3 Background to and reasons for the Combination

The Vistry Directors and Countryside Directors believe that the Combination offers a compelling opportunity to create one of the country's leading homebuilders, comprising a major private housebuilder and a leading Partnerships mixed-tenure provider. The Combination has a strong strategic rationale and the potential for material value creation for shareholders in the Combined Group.

The Vistry Directors and Countryside Directors believe the Combination will have, among other things, the following advantages:

3.1 Strengthens Vistry's position across housebuilding and partnerships to deliver sector-leading returns

The Vistry Directors believe strongly in the clear and significant merits from operating a combined Housebuilding and Partnerships business model and are committed to maximising these benefits through the "One Vistry" model, which is focused on:

- maintaining a strong market position and capability across all housing tenures;
- being a leading provider of high demand, high growth affordable housing;
- having a strategic land capability and maximising returns on larger multi-tenure developments;
- operating multiple brands, giving broad market reach and higher absorption rates;
- creating greater resilience to the cyclical nature of the housing market; and
- targeting sector leading ROCE in the medium term.

The "One Vistry" model is already demonstrating the clear and significant benefits of a combined Housebuilding and Partnerships business, operating leading brands and capabilities across all housing tenures.

The Combination will enable the Partnerships and Housebuilding businesses of the Combined Group to work together to develop across all tenures utilising their leading brands and capabilities, whilst accelerating Vistry's growth strategy within the highly attractive partnerships market. This will generate more rapid growth in completions and drive higher absorption rates, generating greater profitability than is currently possible with the Countryside Group and the Vistry Group as standalone businesses. Consequently, the Combined Group is expected to achieve superior returns relative to the Countryside Group and the Vistry Group's current standalone positions. The Combined Group intends to retain and develop some of the land assets that Countryside had intended to dispose of and thereby achieve, via development, an improved commercial outcome.

The development of these assets, together with the transfer of some land assets currently held by the Countryside Group's partnerships business to the Vistry Group's housebuilding business, will deliver controlled volume growth towards Vistry's stated target of approximately 8,000 units in the Housebuilding business, utilising excess capacity that exists in the Vistry Group's housebuilding business and optimising operating costs to generate significant margin progression. In addition, the Combination will further the "One Vistry" strategy through the utilisation of modern methods of construction and through access to the Countryside Group's timber frame capability.

Based on the audited financial statements of the Vistry Group and the Countryside Group for the financial years ended 31 December 2021 and 30 September 2021, respectively:

- the revenue of the Combined Group's Partnerships business would be expected to increase to over £3 billion per annum in the medium term, materially in excess of the Vistry Group's existing medium term target of approximately £1.6 billion;
- the Combined Group would be expected to deliver in excess of 18,000 new homes in the first full year following Completion of the Combination (which is expected to be the financial year ended 31 December 2024), providing significant scope for leveraging Countryside's timber frame capability;
- the Combined Group's Housebuilding business would maintain Vistry's existing targets of a 25 per cent. gross margin and a 25 per cent. ROCE by 2025, and the calculation of these metrics will exclude Countryside's non-core legacy assets that are currently being run-off;
- the Combined Group's Partnerships business will target a ROCE of above 40 per cent. in the short term, with the Countryside Group's increased share of earnings from higher margin mixed tenure sites accelerating the Vistry Group's target of above 12 per cent. operating margin across its existing partnerships business. The Countryside Group's partnerships business has recently generated ROCE lower than the Vistry Group's 40 per cent. target, such that the combined ROCE for the Partnerships business of the Combined Group would be below 40 per cent. immediately following Completion.³ Following Completion of the Combination, the management team of the Combined Group will maintain the 40 per cent. target, with the combined management team working to achieve this target in the short term. The Combination is also expected to be ROCE enhancing from 2024; and
- the Combined Group's Partnerships business will also target an operating margin of 12 per cent., with the Countryside's partnerships business having a higher margin than Vistry's at present (reducing the share of earnings from its lower-margin partner delivery), accelerating delivery of this target.

In addition, if the market does not recognise the full value of the Combined Group by 2025, it is expected that each of its two divisions would be large enough to succeed as independent businesses, giving the option to separate them at that time if the board of directors of the Combined Group considered this to be in the best interests of its shareholders.

3.2 Capital-light, high ROCE partnerships business becomes a larger part of the Vistry Group

Based on the audited financial statements of the Vistry Group and the Countryside Group for the years ended 31 December 2021 and 30 September 2021, respectively, the adjusted revenue of the Combined Group would have been approximately £4,220 million, comprising approximately 45 per cent. (£1,898 million) from Partnerships and 55 per cent. (£2,322 million) derived from Housebuilding. Adjusted revenue of the Partnerships business of the Combined Group represents an increase from 32 per cent. for the Vistry Group on a standalone basis, and is

³ The Countryside Group's partnerships business generated a ROCE of 20 per cent. for the financial year ended 30 September 2021 as compared to the Vistry Group's ROCE for its partnerships business of over 40 per cent. for the financial year ended 31 December 2021.

expected to increase further to more than 50 per cent. of the Combined Group's adjusted revenue in the short term.

The partnerships business model also provides structurally higher ROCE, particularly due to:

- forward sales of affordable and private rental residential units reducing capital intensity (the Combined Group will target a minimum 50 per cent. pre-sold rate on Partnerships schemes);
- a mixed-tenure approach allowing for higher absorption rates, resulting in a higher capital return; and
- land payments typically being phased, with lower up-front land costs avoiding capital being tied up for long periods.

The Vistry Directors and Countryside Directors believe that increased earnings from a capital-light partnerships business offer an increased level of resilience and a structurally higher return on capital, the value of which is recognised by public market investors. In addition, both the Housebuilding business and Partnerships business will be of sufficient scale to warrant separate valuations based on their specific financial and operating metrics.

3.3 Increased partnerships exposure gives greater resilience to cyclicalities of housing market

The resilience of the partnerships business model derives from a number of factors, including:

- a very high, sustained level of demand for affordable housing across England;
- continued public investment and cross-party political support for affordable housing and continued public investment for schemes that accelerate the delivery of the Future Homes Standard and utilise modern methods of construction;
- a large, well-funded and diverse client base reliant on the private sector for supply of new build rental properties; and
- forward sales to registered providers, local authorities and investors in the private rented sector market, allowing for a consistently strong forward order book and increased visibility over future earnings.

The business of the Combined Group would benefit from greater balance, with pro forma profit contribution being more evenly split between the Housebuilding business and the Partnerships business, and creating a more even distribution of profits to improve our resilience and returns. With the increased scale, the Combined Group will seek to achieve adjusted operating profit for each of the Housebuilding business and the Partnerships business in excess of £400 million (in excess of £800 million in total).

Cyclical exposure would also be reduced for Vistry Shareholders, whilst Countryside Shareholders would benefit from the higher profitability of a larger private Housebuilding business.

In addition, Vistry intends the Combined Group to maintain a strong and robust balance sheet, with target Gearing of less than 10 per cent. Consistent with Vistry's prudent approach to debt financing, it is intended that the new debt financing for funding the cash consideration will be repaid within two years.

The Combined Group would also have a leading capability across all housing tenures, with firmly established relationships with Homes England, housing associations and local authorities.

3.4 Significant benefits from increased scale and synergies of at least £50 million and potentially from the Countryside Group's timber frame capability

The Combination would create one of the country's leading homebuilders, with capability across all housing tenures.

Increased scale is expected to result in operational benefits, including procurement, an improved implementation of the Future Homes Standard and the reduction of people risk within the current tight labour market.

Increased scale would also result in lower risk to, and more rapid delivery of, each of Countryside's and Vistry's business plans. In addition, the Combination will bring together the strategic land capabilities of the Vistry Group and the Countryside Group to expand the longer-term pipeline and drive higher returns.

The Combined Group will be able to acquire and develop larger-sized, higher-margin sites, and thereby drive higher returns, whilst enjoying closer relationships with existing partners.

In addition, the executive leadership of the Combined Group will seek to integrate the Countryside Group's timber frame manufacturing operations within the wider business and utilise modern methods of construction, with the objective of improving the integration with the development businesses, achieve procurement savings and de-risk the supply chain.

The scale of the Combined Group would open up a larger addressable universe of potential shareholders and significantly improve the liquidity profile for shareholders of the Combined Group.

The Combination is also expected to achieve meaningful pre-tax recurring cost synergies on an annual run-rate basis by the end of the second year following Completion (incremental to the Countryside Group's previously announced cost savings programme). Synergies are expected from the consolidation of central and support functions, rationalisation of board, senior management and public listed company costs, procurement savings driven by moving existing business to the best price currently available to the Vistry Group and the Countryside Group, rebate optimisation and volume-based pricing leverage, and optimisation of divisional and regional structures, as further described in paragraph 4 below.

The Vistry management team has a strong track record of delivering synergies from large scale programmes, as evidenced by the synergies achieved by Vistry in connection with the acquisition and integration of Linden Homes and Vistry Partnerships (then known as Galliford Try Partnerships) from Galliford Try, where synergies exceeded the initial staged target, with Vistry stating in its annual report for the financial year ended 31 December 2020 that it was on track to deliver a full

synergy run rate of £44 million by the end of 2021, ahead of the initial target of £35 million and at a lower than expected cost.

3.5 Brand strength enhanced with the addition of highly regarded Countryside brand

The Combination will leverage and bring together industry leading brands, combining the strength of the Countryside brand with Vistry's own well-established Bovis Homes and Linden Homes brands for marketing private units across the Combined Group. A multiple branded, mixed-tenure strategy will enhance land acquisition opportunities, while driving higher absorption rates and returns.

Countryside's brand has an excellent reputation and is highly regarded as a leader in the partnerships housebuilding sector, with over 40 years' experience in the delivery of high quality, mixed-tenure communities in partnership with housing associations, public bodies and institutional private rental operators, with a strong focus on place-making and regeneration. The Countryside brand will be leveraged across the Combined Group's Partnerships business.

3.6 Extensive management capability with strong and proven track record, supplemented by senior executive support from Countryside

Greg Fitzgerald, Vistry's Chief Executive Officer, is highly qualified to integrate the two businesses and lead the Combined Group through a new phase of growth, with a demonstrated ability of executing complex transactions, integrations and synergy targets.

Greg has been in housebuilding for over 35 years and has a track record of successfully integrating businesses in the sector, most recently with the £1.1 billion acquisition of Linden Homes and Vistry Partnerships (then known as Galliford Try Partnerships) in 2020 to form the Vistry Group, as a leading UK housebuilding and partnerships business with a complementary strategic land bank. The acquisition generated significant synergies, achieved ahead of the initial target and at a lower cost than initially expected, providing additional value creation for Vistry Shareholders. This followed on from Greg having led the successful two-year operational turnaround of Bovis Homes which he joined in April 2017 as its Chief Executive Officer at a time when that business was facing material operational challenges.

In addition, Vistry's highly experienced executive leadership team have a strong track record across housebuilding and partnerships, many of whom were critical to the formation of the Vistry Group in 2020 and have experience in operational turnarounds and integrations (including that of Bovis Homes).

They will be supported by the addition of Tim Lawlor joining the Combined Group as Chief Financial Officer, providing continuity and knowledge of the Countryside Group's business as well as significant relevant public company experience both at the Countryside Group and as Chief Financial Officer of Wincanton Group for the six years prior.

The Combination will also leverage the skills and market knowledge of both Countryside's and Vistry's respective regional and divisional teams, bringing together two complementary and highly engaged team cultures to build one firm with a rich and skilled talent pool. Key leadership positions in the Combined Group's

Partnerships business are also expected to be filled with a mix of the Vistry and the Countryside team. In addition, the Combination will benefit from a highly experienced operational management team across the Combined Group, with a strong record across Housebuilding and Partnerships, many of whom have been crucial to the successful creation of the Vistry Group.

4 Financial benefits and effects of the Combination and potential synergies

The Vistry Directors, having reviewed and analysed the potential cost synergies of the Combination, and taking into account the factors they can influence, believe that the Combined Group can deliver at least £50 million of pre-tax recurring cost synergies on an annual run-rate basis by the end of the second year following Completion.

The quantified cost synergies, which are expected to originate from the cost bases of both the Vistry Group and the Countryside Group, are expected to be realised primarily from:

- (i) procurement-related savings (primarily direct materials) driven by:
 - price harmonisation through moving existing business to the best price currently available to the Vistry Group and the Countryside Group;
 - rebate optimisation based on the Vistry Group's and the Countryside Group's existing rebate structure; and
 - volume-based pricing leverage and harmonisation of specifications across the Combined Group,expected to contribute approximately 33 per cent. (£16.7 million) of the full run-rate pre-tax cost synergies;
- (ii) consolidation of central and support functions, including third party costs, expected to contribute approximately 32 per cent. (£16.2 million) of the full run-rate pre-tax cost synergies;
- (iii) optimisation of the Partnerships operating model, including divisional and regional structures, expected to contribute approximately 21 per cent. (£10.3 million) of the full run-rate pre-tax cost synergies; and
- (iv) rationalisation of board, senior management and duplicate public company costs, expected to contribute approximately 14 per cent. (£6.8 million) of the full run-rate pre-tax cost synergies.

The Vistry Directors expect that approximately 70 per cent. (£35 million) of the annual run-rate pre-tax cost synergies will be realised by the end of the first year following Completion, with the full run-rate achieved by the end of the second year following Completion.

The Vistry Directors estimate that the realisation of the quantified cost synergies will result in one-off costs of approximately £48 million, with approximately 95 per cent. incurred in the first year following Completion and the remainder by the end of the second year following Completion.

Potential areas of dis-synergy expected to arise in connection with the Combination have been considered and were determined by the Vistry Directors to be immaterial to the above analysis.

The identified cost synergies will accrue as a direct result of the Combination, would not be achieved on a standalone basis and are incremental to the Countryside Group's previously announced cost-saving programme. The identified pre-tax cost synergies reflect both the beneficial elements and relevant costs.

These statements of estimated cost savings and synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies referred to may not be achieved, may be achieved later or sooner than estimated, or those actually achieved could be materially different from those estimated. For the purposes of Rule 28 of the Code, the statements of estimated cost savings and synergies contained in this announcement are solely the responsibility of Vistry and the Vistry Directors.

These statements are not intended as a profit forecast and should not be interpreted as such.

Appendix IV to this announcement includes a copy of these statements of anticipated cost savings and synergies arising out of the Combination and provides underlying information and bases of belief. Appendix IV to this announcement also includes reports from Vistry's reporting accountant, PricewaterhouseCoopers, and its financial advisers, HSBC and Lazard, in connection with anticipated quantified financial benefits statements, as required pursuant to Rule 28.1(a) of the Code, and provides underlying information and bases for the accountant's and advisers' respective reports. Each of PricewaterhouseCoopers, HSBC and Lazard has given and not withdrawn its consent to the publication of its report in this announcement in the form and context in which it is included.

5 Background to and reasons for the recommendation

Countryside is a leader in the delivery of high-quality mixed-tenure communities in partnership with housing associations, public bodies and institutional private rental operators, with a strong focus on place-making and regeneration.

On 30 May 2022, the Countryside Board confirmed it had received two unsolicited, non-binding, conditional proposals from Inclusive Capital Partners in relation to a possible offer for the entire issued, and to be issued, share capital of Countryside. The Countryside Board carefully evaluated each of the proposals with its lead financial adviser, Rothschild & Co, and concluded that the proposals materially undervalued Countryside and its prospects. Accordingly, both proposals were rejected by the Countryside Board.

Following Inclusive Capital Partners' proposals, the Countryside Board received feedback from several of its significant shareholders regarding the future of the Countryside Group. These shareholders confirmed their view that Countryside would be better positioned to capitalise on the opportunities ahead either as a privately-owned company or as part of a larger business and asked the Countryside Board to actively seek offers for Countryside.

In light of this feedback, the Countryside Board announced the launch of the Formal Sales Process on 13 June 2022, to establish whether an offeror was prepared to offer a value that the Countryside Board considered to be compelling relative to the long-term, standalone prospects of Countryside as a listed company.

Vistry approached the Countryside Board with a formal proposal for the Combination shortly after the launch of the Formal Sales Process. This was the third proposal received from Vistry in recent months, albeit that at the time of the announcement of the Formal Sales

Process, the Countryside Board was not in discussions with Vistry, having rejected two previous proposals.

The Combination Consideration comprises a mix of cash and shares and provides Countryside Shareholders with the opportunity to realise a flexible cash component, through the Mix and Match Facility, while maintaining ownership of approximately 37 per cent. of the Combined Group (based on the existing issued ordinary share capital of Vistry and the fully diluted ordinary share capital of Countryside) as at 2 September 2022 (being the latest practicable date prior to the date of this announcement).

For the reasons described in paragraph 3 above, the Countryside Board believes that there is a strong strategic rationale for the Combination with Vistry, which has the potential for material value creation for both Countryside Shareholders and Vistry Shareholders over the medium term, arising from the significant strategic, operational and financial benefits of the Combination.

Alongside its lead financial adviser Rothschild & Co, the Countryside Board has considered the Combination and concluded that it offers the following benefits to Countryside Shareholders:

- the implied offer value of 249 pence per Countryside Share represents a premium of 4.3 per cent. to the Closing Price per Countryside Share of 239 pence on 27 May 2022 (being the last Business Day prior to the announcement of Inclusive Capital Partners' possible offer for Countryside under Rule 2.4 of the Code);
- the Combination is expected to be significantly earnings accretive for Countryside Shareholders, and is expected to bring about a much earlier restoration of dividends;
- the Combination provides Countryside Shareholders with a cash return component while maintaining a meaningful ongoing participation in the Combined Group at a relative premium when considering the respective ratings of both Countryside and Vistry; and
- the ongoing participation in the Combined Group enables Countryside Shareholders to benefit from the significant value creation expected from the strategic, operational and financial benefits of the Combination, as well as any future possible re-rating.

The Countryside Board also notes the significant Countryside Shareholder support for the Combination, with approximately 39.1 per cent. of the issued ordinary share capital of Countryside providing irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the Countryside General Meeting, further details of which are set out in paragraph 8 below and Appendix III to this announcement.

The Countryside Board also notes that Inclusive Capital Partners, who previously announced a possible offer to acquire Countryside under Rule 2.4 of the Code and had indicated that it would be willing to participate in the Formal Sales Process, has provided an irrevocable undertaking to Vistry in connection with the Combination.

The Countryside Board continues to believe in the standalone prospects of Countryside, the strength of the operational management team, growth potential and position as a leader in partnerships housebuilding. However, the Countryside Board considers the terms of the Combination with Vistry to be fair and to have strong potential to create the greatest value to Countryside Shareholders over the medium term against alternative strategies. Accordingly, the Countryside Board is pleased to be recommending the Combination to

Countryside Shareholders and will therefore not be proceeding further with the Formal Sales Process.

6 Termination of Formal Sales Process, Countryside Chief Executive Officer Search and Countryside Share Buyback Programme

On 13 June 2022, the Countryside Directors announced their intention to undertake a Formal Sales Process. As a result of the Combination, the Countryside Directors have taken the decision to terminate the Formal Sales Process with immediate effect and Countryside has ceased all preparations in connection therewith.

In addition, in light of the announcement of the Combination the Countryside Directors have also decided to discontinue the search for a permanent Chief Executive Officer and to terminate the share buy-back programme previously announced (which was discontinued for so long as the Formal Sales Process was ongoing).

7 Recommendations

Countryside Recommendation

The Countryside Directors, who have been so advised by Rothschild & Co as to the financial terms of the Combination, consider the terms of the Combination to be fair and reasonable. In providing its advice to Countryside Directors, Rothschild & Co has taken into account the commercial assessments of the Countryside Directors. In addition, the Countryside Directors consider the terms of the Combination to be in the best interests of Countryside Shareholders as a whole.

Accordingly, the Countryside Directors intend to recommend unanimously that Countryside Shareholders vote in favour of the Scheme at the Court Meeting and the resolution to be proposed at the Countryside General Meeting as those Countryside Directors who hold Countryside Shares have irrevocably undertaken to do in respect of their own beneficial holdings of 411,209 Countryside Shares representing, in aggregate, approximately 0.08 per cent. of the ordinary share capital of Countryside in issue on 2 September 2022 (being the latest practicable date prior to this announcement).

Vistry Recommendation

The Vistry Directors consider the Combination to be in the best interests of Vistry and the Vistry Shareholders as a whole and intend to recommend unanimously that Vistry Shareholders vote in favour of the Vistry Resolutions at the Vistry General Meeting, as those Vistry Directors who hold Vistry Shares have irrevocably undertaken to do in respect of their entire beneficial holdings of, in aggregate, 524,654 Vistry Shares, representing approximately 0.24 per cent. of Vistry's issued ordinary share capital on 2 September 2022 (being the latest practicable date prior to this announcement).

The Combination is expected to be single-digit dilutive on Vistry's earnings per share in the first full year following Completion of the Combination (expected to be the financial year ending 31 December 2024). In the assessment of the Vistry Directors, this short term dilution is outweighed by the relative value of the Combined Group's expected Partnerships earnings, the medium term earnings accretion and the strategic merits of the Combination. The Combination is also expected to be ROCE enhancing from 2024.

The Vistry Directors have received financial advice from HSBC and Lazard in relation to the Combination. In providing their advice to the Vistry Directors, HSBC and Lazard have relied upon the Vistry Directors' commercial assessments of the Combination.

8 Irrevocable undertakings and letters of support

Countryside Shares

Vistry has received irrevocable undertakings from each of the Countryside Directors to vote in favour of the Scheme at the Court Meeting and the resolution to be proposed at the Countryside General Meeting, in respect of a total of 411,209 Countryside Shares, representing, in aggregate, approximately 0.08 per cent. of the ordinary share capital of Countryside in issue on 2 September 2022 (being the latest practicable date prior to this announcement).

Vistry has also received irrevocable undertakings from Browning West, Inclusive Capital Partners, David Capital Partners, Anson Advisors and Abrams Capital Management in respect of a total of 195,154,871 Countryside Shares, representing, in aggregate, approximately 39.1 per cent. of Countryside's issued ordinary share capital on 2 September 2022 (being the latest practicable date prior to this announcement), to vote in favour of the Scheme at the Court Meeting and the resolution to be proposed at the Countryside General Meeting.

Vistry has therefore received irrevocable undertakings in respect of a total of 195,566,080 Countryside Shares, representing, in aggregate, approximately 39.1 per cent. of Countryside's issued ordinary share capital on 2 September 2022 (being the latest practicable date prior to this announcement).

Vistry Shares

Countryside has received irrevocable undertakings from the Vistry Directors who hold Vistry Shares to vote in favour of the Vistry Resolutions at the Vistry General Meeting in respect of a total of 524,654 Vistry Shares, representing, in aggregate, approximately 0.24 per cent. of Vistry's issued ordinary share capital on 2 September 2022 (being the latest practicable date prior to this announcement).

Countryside has therefore received irrevocable undertakings in respect of a total of 524,654 Vistry Shares, representing, in aggregate, approximately 0.24 per cent. of Countryside's issued ordinary share capital on 2 September 2022 (being the latest practicable date prior to this announcement).

Further details of these irrevocable undertakings are set out in Appendix III to this announcement.

9 Mix and Match Facility

Countryside Shareholders (other than certain persons in the United States and other Restricted Jurisdictions) may elect, subject to availability, to vary the proportions in which they receive cash and New Vistry Shares in respect of their holdings in Countryside Shares. However, the total number of New Vistry Shares to be issued and the maximum aggregate amount of cash to be paid under the terms of the Combination will not be varied as a result of elections under the Mix and Match Facility. Accordingly, satisfaction of elections made by Countryside Shareholders under the Mix and Match Facility will depend on the extent to which other Countryside Shareholders make offsetting elections.

To the extent that elections cannot be satisfied in full, they will be scaled down on a pro rata basis. As a result, Countryside Shareholders who make an election under the Mix and Match Facility will not necessarily know the exact number of New Vistry Shares or the amount of cash they will receive until settlement of the consideration due to them under the terms of the Combination. The Mix and Match Facility is conditional upon the Combination becoming Effective.

Elections under the Mix and Match Facility will not affect the entitlements of those Countryside Shareholders who do not make such elections.

Further details in relation to the Mix and Match Facility will be contained in the Scheme Document.

10 Information on the Combined Group

10.1 Business of the Combined Group and key brands

Following Completion of the Combination and a period of integration, the Combined Group will be organised into two distinct businesses, each of significant scale: (i) a housebuilding business, to be known as Vistry Housebuilding, consisting of the existing Vistry Housebuilding business, with the addition of certain sites from the Countryside Group; and (ii) a partnerships business, to be re-branded Countryside Partnerships, consisting of Vistry Partnerships and the Countryside Group's core partnerships business. Vistry's key retail brands, most notably Bovis Homes and Linden Homes, will be retained and used across the Combined Group.

The Combined Group will have a balanced split between the Housebuilding business and the Partnerships business, and creating a more even distribution of profits to improve our resilience and returns. On a historical combined basis (based on the audited financial statements of the Vistry Group and the Countryside Group for the financial years ended 31 December 2021 and 30 September 2021, respectively), Partnerships would represent approximately 45 per cent. of the Combined Group's adjusted revenue (£1.9 billion) and Housebuilding would represent approximately 55 per cent. (£2.3 billion) of the Combined Group's adjusted revenue.

The Housebuilding business and the Partnerships business of the Combined Group will each be supported by a strong land bank across the Combined Group, with a total land bank of over 80,000 plots (with an average of 162 plots per site). A further in-house strategic land capability will deliver land for both businesses, with nearly 70,000 total combined strategic land plots (across 196 sites), based on historic Vistry Group data as at 31 December 2021 and historic Countryside Group data as at 31 March 2022. This will enlarge the in-house strategic land capability of the Combined Group.⁴

10.2 Key financial information regarding the Combined Group

The revenue of the Combined Group's Partnerships business would be expected to increase to over £3 billion per annum in the medium term, materially in excess of the Vistry Group's existing medium term target of approximately £1.6 billion.

⁴ Including 100% of joint venture plots and applying the Vistry Group's own definition of the distinction between "land bank" and "strategic land" to the Countryside Group's land assets.

The Combined Group's Partnerships business will target a ROCE of above 40 per cent. in the short term. The Countryside Group's Partnerships business has generated a lower ROCE than the Vistry Group's 40 per cent. target, such that the combined ROCE for the Partnerships business of the Combined Group would be below 40 per cent. immediately following Completion of the Combination.⁵ Following Completion of the Combination, the management team of the Combined Group will maintain Vistry's current target of a 40 per cent. ROCE with a combined management team working to achieve this target in the short term. The Combination is also expected to be ROCE enhancing from 2024.

Adjusted revenue of the Partnerships business of the Combined Group represents an increase from 32 per cent. for the Vistry Group on a standalone basis, and is expected to increase further to more than 50 per cent. of the Combined Group's adjusted revenue in the short term.

With the increased scale, the Combined Group will seek to achieve adjusted operating profit for each of the Housebuilding business and the Partnerships business in excess of £400 million (in excess of £800 million in total).

10.3 Board and executive leadership team of the Combined Group

The Combined Group will be led by Vistry's Chief Executive Officer, Greg Fitzgerald. Ralph Findlay, Vistry's Non-Executive Chairman, will assume the Chairmanship of the Combined Group.

The board of directors will comprise the existing executive and non-executive directors of Vistry with the addition of Tim Lawlor, who will join the board of directors as an executive director.

The Vistry Group's current strong existing executive leadership team will comprise the executive leadership team of the Combined Group, subject to the following changes:

- Tim Lawlor will join the executive leadership team in his capacity as Chief Financial Officer; and
- Earl Sibley, currently Chief Financial Officer of the Vistry Group, will assume the position of Chief Operating Officer.

Stephen Teagle will lead the Partnerships business of the Combined Group as Chief Executive – Partnerships Division and Keith Carnegie will lead the Housebuilding business of the Combined Group as Chief Executive – Housebuilding Division.

As announced on 27 April 2022, Graham Prothero, Chief Operating Officer of the Vistry Group, has resigned as Chief Operating Officer and as a director of Vistry with effect from 31 December 2022. Graham will remain with the Combined Group as an executive director and member of the executive leadership team until that date.

In addition, to ensure continuity and assist with the preliminary stages of the integration of the Combined Group, Mike Woolliscroft and Philip Chapman, currently Co-interim Chief Executive Officers of the Countryside Group, intend to remain with the Combined Group for an interim period.

⁵ The Countryside Group's partnerships business generated a ROCE of 20 per cent. for the financial year ended 30 September 2021 as compared to the Vistry Group's ROCE for its partnerships business of over 40 per cent. for the financial year ended 31 December 2021.

Other than as described above, all executive and non-executive directors of the Countryside Board will resign on the Effective Date.

10.4 Capital application policy of the Combined Group

It is intended that the Combined Group would initially maintain the Vistry Group's existing policy of paying out to a two times ordinary dividend cover in respect of a full financial year. Any surplus capital, following investment in the business to support the Combined Group's growth strategy and the payment of the ordinary dividend, would be expected to be returned to the Combined Group's shareholders through either a share buyback or special dividend. The method would be determined by the board of directors of the Combined Group considering all relevant factors at the time. Vistry may, in due course following Completion and a period of integration, review the Combined Group's capital allocation policy to confirm whether it remains appropriate in the context of the Combined Group and in consultation with shareholders.

10.5 Listing and trading of Vistry Shares

The Vistry Shares will continue to be listed on the premium listing segment of the Official List and will continue to trade on the Main Market of the London Stock Exchange.

11 Information on Vistry

The Vistry Group, being the combination of Bovis Homes, Linden Homes and Vistry Partnerships, is a leading national housebuilder with expertise and capabilities across all housing tenures and is one of the largest private sector providers of affordable housing in the UK.

Vistry's shares are admitted to the premium listing segment of the Official List and to trading on the Main Market of the London Stock Exchange. Vistry's current market capitalisation is £1,617 million as at 2 September 2022 (being the latest practicable date prior to this announcement).

The Vistry Group's Housebuilding business delivers high quality, traditional new homes through its leading brands, Bovis Homes and Linden Homes. The business has national coverage with 13 operating regions, each targeting annual output of between 550 and 625 units including joint ventures, giving an overall volume capacity for Housebuilding of more than 8,000 units (2021: 6,551 completions). The business continues to make exceptional progress with its strategy of delivering controlled volume growth and significant margin progression from its existing business structure.

The Vistry Group's Partnerships business, Vistry Partnerships, has a firmly established position within the fast-growing partnerships market. The business model combines higher margin mixed-tenure development and market resilient cash generative partner delivery. Vistry Partnerships has a strong track record and, most importantly, excellent, long-standing relationships across the broad partnerships' customer base, including housing associations, local authorities, Homes England, the private rented sector and elderly accommodation providers. The business currently operates from 14 business units providing national coverage, and is making excellent progress with its strategy of driving rapid growth in higher margin mixed-tenure revenues whilst maintaining a high return on capital in excess of 40 per cent. A key part of this strategy has been maximising the benefits of the larger Vistry Group,

including access to capital, land buying capability, retail brand strength, and procurement savings and buying power.

12 Information on Countryside

Countryside is a leader in the delivery of high quality mixed-tenure communities. Countryside's partnerships business has been a trusted partner of housing associations, public bodies and institutional private rental operators for over 40 years to deliver a balanced portfolio of affordable, private rental and private for sale homes, and playing a lead role in regenerating urban areas and creating new communities.

The Countryside Shares are admitted to the premium listing segment of the Official List and to trading on the Main Market of the London Stock Exchange. Countryside's current market capitalisation was £1,140 million as at 2 September 2022 (being the latest practicable date prior to this announcement).

The Countryside Group operates a mixed-tenure partnership model, developing sites with a mix of private, affordable and private rental units. Forward funding affordable and private rental units materially de-risks scheme delivery and reduces capital intensity.

Historically, the Countryside Group operated a distinct Housebuilding division. Countryside announced on 7 July 2021 that it would focus all its resources on its successful partnerships business with the creation of a new Home Counties division. The Countryside Group has 15 partnership operating regions, including four in the Home Counties, giving good coverage across the UK.

The Countryside Group places communities at the heart of everything it does, from understanding the needs of the communities and responding to the way it designs its developments, to working closely with its partners and clients to engage and empower people throughout the development process. The Countryside Group's commitment to sustainability is also focused, ambitious and impact driven and through a new approach to sustainability it aims for every act of planning, design and construction to eventually create a positive impact for people and places.

In the Countryside Group's trading update that was published on 7 April 2022, it identified certain issues underlying the Countryside Group's underperformance in the first half of its 2022 financial year. The Countryside Group has outlined its priorities in resolving these issues and has commenced implementing measures in response to those priorities.

13 Strategic plans for the Countryside Group, its Directors, management, employees and locations

Following Completion of the Combination and a period of integration as described in further detail below, the Combined Group will be organised into two distinct businesses, each of significant scale: (i) a housebuilding business, to be known as Vistry Housebuilding, consisting of the existing Vistry Housebuilding business, with the addition of certain sites from the existing Countryside Group; and (ii) a partnerships business, to be branded Countryside Partnerships, consisting of Vistry Partnerships and Countryside's core partnerships business.

Vistry's intentions and strategic plans for Countryside

Prior to this announcement, consistent with market practice, Vistry has been granted due diligence access to targeted information and Countryside's senior management for the purposes of confirmatory due diligence and conducting its synergy assessment. This process

has informed Vistry's view on the prospects of the Combined Group, the synergies described in paragraph 4 above and Vistry's initial plans for the integration of the Countryside Group.

In connection with the work described above, the Vistry Group's management, following discussions with the senior leadership of the Countryside Group and having considered the Countryside Group's priorities as set out in paragraph 12 above, has undertaken a preliminary operational review of the Combined Group and developed an integration plan for the Combined Group. Vistry is confident, based on the information available and work conducted to date, that the integration plan is robust and will equip the Combined Group to conduct an efficient integration whilst ensuring continuity in the delivery of the Combined Group's operations. Vistry will continue to review Countryside's business in the period prior to Completion of the Combination and Vistry expects that the operational review and more detailed integration plan work will be substantially concluded during the period to Completion of the Combination. Following Completion of the Combination, Vistry will be well placed to review, refine and implement this plan. Key areas of focus in the operational review and development of an integration plan include:

- retaining the best talent to ensure best-in-class offering for customers, partners and communities;
- optimising regional structures for the Combined Group's Partnerships business with rigorous central oversight;
- building upon and furthering the initial synergy assessment undertaken to date to further consider the potential synergy benefits that might be possible, including with access to further Countryside Group data;
- identifying and reallocating appropriate Countryside Group sites to the Combined Group's Housebuilding business, with a view to reducing the Combined Group's requirements for open market land acquisitions;
- improving the performance of key parts of the Countryside Group's operations in the context of the Combined Group;
- building on the strong existing sense of purpose at each of the Vistry Group and the Countryside Group to create a distinct corporate culture for the Combined Group;
- undertaking a strategic review of the Countryside Group's timber frame manufacturing operations, with the intention of improving the integration with the development businesses and fully realising the opportunity to exploit modern methods of construction; and
- fostering an environment which maximises the potential of each business to meet the needs and interests of existing and future customers, partners and markets of the Combined Group, with a focus on growth and expansion.

In further refining, and in implementing, the integration plan, there will be a clear focus on maintaining operational excellence and client and customer service. A key objective of integration will be the careful delivery of the cost synergies and other benefits of the Combination. Based on the work conducted to date, Vistry believes that both integration planning and execution will be assisted by:

- the strong experience of the Vistry Group, and lessons learned, in creating the Vistry Group and successfully integrating businesses, in particular in connection with the

integration of Linden Homes, Bovis Homes and Vistry Partnerships (then known as Galliford Try Partnerships);

- the skills, experience and commitment of both the Vistry and Countryside teams;
- similarities between the Vistry Group's and the Countryside Group's statements of purpose, business models and operating platforms; and
- the use of common processes and systems.

Vistry intends to substantially complete the implementation of an integration plan within six months of Completion of the Combination, with synergies expected to be realised fully within two years following Completion.

Board and executive leadership team of the Combined Group

The Combined Group will be led by Vistry's Chief Executive Officer, Greg Fitzgerald. Ralph Findlay, Vistry's Non-Executive Chairman, will assume the Chairmanship of the Combined Group.

The board of directors will comprise the existing executive and non-executive directors of Vistry with the addition of Tim Lawlor, who will join the board of directors as an executive director.

The Vistry Group's current strong existing executive leadership team will comprise the executive leadership team of the Combined Group, subject to the following changes:

- Tim Lawlor will join the executive leadership team in his capacity as Chief Financial Officer of the Combined Group; and
- Earl Sibley, currently Chief Financial Officer of the Vistry Group, will assume the position of Chief Operating Officer of the Combined Group.

Stephen Teagle will lead the Partnerships business of the Combined Group as Chief Executive – Partnerships Division and Keith Carnegie will lead the Housebuilding business of the Combined Group as Chief Executive – Housebuilding Division.

As announced on 27 April 2022, Graham Prothero, Chief Operating Officer of the Vistry Group, has resigned as Chief Operating Officer and as a director of Vistry with effect from 31 December 2022. Graham will remain with the Combined Group as an executive director and member of the executive leadership team until that date.

In addition, to ensure continuity and assist with the preliminary stages of the integration of the Combined Group, Mike Woolliscroft and Philip Chapman, currently Co-interim Chief Executive Officers of the Countryside Group, intend to remain with the Combined Group for an interim period.

Other than as described above, all executive and non-executive directors of Countryside's board of directors will resign on the Effective Date.

Employees and management

Vistry attaches great importance to the active participation and continued commitment of Countryside's management and employees, and recognises that they, together with Vistry's management and employees, will be key to the success of the Combined Group. Vistry is excited for the employees and management of the Countryside Group to join the Vistry Group's employees and management as part of the Combined Group, in particular for the

opportunities it will create to excel in a larger environment while at the same time utilising the collective know-how and talents of the enlarged workforce across the United Kingdom.

Following Completion of the Combination, Vistry intends to retain the best talent of Vistry and Countryside to support its customers, clients and partners, in order to utilise the knowledge and expertise across Vistry and Countryside and maintain operational momentum and a focus on growth. Vistry expects that, in order to achieve the expected benefits of the Combination, some operational and administrative restructuring will be required following Completion of the Combination. This will also facilitate the integration of the two businesses. The synergy work carried out to date has confirmed the potential to reduce the duplication of roles, including in overlapping central and support functions between Vistry and Countryside and with regard to senior management. It has also confirmed the benefits from consolidating operations (including as a result of Countryside ceasing to be a standalone public listed company). Based on the work undertaken to date, Vistry recognises that there will be a reduction in the total number of roles by approximately four per cent. of the Combined Group's total number of employees (on a full-time equivalent basis) as a result of the Combination, some of which will take place via natural attrition. In addition, Vistry expects that the Vistry Group's growth plans for its Partnerships business (particularly in the South East, Thames Valley, the Midlands and Yorkshire) can be resourced through employees and management of the Countryside Group rather than through active recruitment. Vistry intends to look, where possible, to reallocate staff from discontinued roles arising from the integration to other appropriate new roles or growth-related new opportunities as referred to above (including where there are existing vacancies). In addition, the Vistry Group and the Countryside Group each currently engage members of staff on a temporary or contractor basis, rather than on a permanent basis, whilst vacancies in permanent positions in each business are filled. Vistry intends to first retain employees in permanent positions in relation to any reduction of roles.

Vistry also intends that the Combined Group's larger divisional and regional structure will include a number of members of the Countryside Group's management team due to new opportunities being created as the Combined Group seeks to grow and targets opportunities for expansion. The composition of the management of the larger divisional and regional structure will be a component of the post-Completion evaluation and integration planning for the Combined Group, as referred to above.

Vistry expects that any restructuring referred to above would be phased over six months following Completion of the Combination. The detailed steps for such restructuring are subject to further review and would be subject to comprehensive and detailed planning, appropriate engagement with representatives and other stakeholders, including affected employees and any appropriate employee representative bodies in accordance with the legal obligations of the Combined Group. Vistry intends to commence this engagement process long enough before any final decisions are taken so as to ensure that relevant legal obligations are complied with.

Other than as described above, Vistry does not anticipate that there will be any material change to the balance of skills and functions of the employees and management in the Combined Group.

Vistry intends to safeguard the existing contractual and statutory employment rights of the employees of Vistry and Countryside in accordance with applicable law upon Completion of the Combination. Vistry's plans for Countryside do not involve any material change in the employment of, or in the conditions of employment of, Countryside employees, unless otherwise agreed with the relevant employee. Following Completion of the Combination and

as part of integration planning, Vistry may review the alignment of the remuneration and incentivisation arrangements as between employees and management of the Vistry Group and the Combined Group, as well as redundancy and other policies operated within the Combined Group, with a view to harmonising the position for employees and management across the Combined Group (in particular, those in equivalent positions) over time as is appropriate, however Vistry does not have any detailed plans or intentions in this regard.

Pension schemes

Vistry does not intend to make any changes to the agreed employer contributions into Countryside's existing defined contribution pension schemes or the admission of new members to such pension schemes following Completion of the Combination.

Headquarters and locations

The Combination also provides the opportunity to optimise some of the Vistry Group's offices with the Countryside Group's offices. After Completion of the Combination, Vistry will review the expanded office footprint, and consider, where the Combined Group has co-located offices, whether there is scope for consolidation in order to optimise rental and lease expenses, and to enable colleagues to work more closely together and enhance the corporate culture. This review will include all Vistry Group and Countryside Group offices, and it is intended that a combination of existing Vistry Group and Countryside Group offices would be retained rather than only retaining Vistry Group offices. Notwithstanding this, Vistry intends that the Combined Group will maintain its current registered office in West Malling, Kent, United Kingdom and that Countryside's current headquarters in Brentwood, United Kingdom, will be retained as one of the Combined Group's main offices.

Vistry does not envisage any other changes to the redeployment of Vistry's or Countryside's existing material fixed assets, which are minimal. Owing to the nature of its business, the Countryside Group does not have a research and development function.

Brands

Following Completion, the Combined Group's Housebuilding business will be known as Vistry Housebuilding and the Combined Group's Partnerships business will be re-branded as Countryside Partnerships. Vistry's key brands, most notably Bovis Homes and Linden Homes, will be retained and used across the Combined Group.

Trading facilities

The Countryside Shares are currently admitted to the premium listing segment of the Official List and to trading on the Main Market of the London Stock Exchange and, as set out in paragraph 23 below, application shall be made to the FCA and the London Stock Exchange to cancel such admissions to listing and trading from Completion. It is also proposed that, following the Effective Date and after its shares are de-listed, Countryside shall be re-registered as a private limited company.

No statements in this paragraph 13 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Code.

Views of Countryside's Board

In considering the recommendation of the Combination to Countryside Shareholders, the Countryside Directors have given due consideration to the assurances given to employees within the Countryside Group. The Countryside Board welcomes Vistry's intentions with

respect to the future operations of the business and its employees, in particular the intentions to observe the existing contractual and statutory employment rights of Countryside employees and pension obligations

14 Arrangements between Vistry and Countryside management

Directors

Following Completion of the Combination, Vistry intends to review its existing incentive arrangements, including its approach to remuneration for its executive directors (as well as Tim Lawlor), and may consider implementing new or revised incentives and/or a new or revised directors' remuneration policy in due course. Vistry intends to review such arrangements in consultation with the shareholders of the Combined Group, and any revisions to its approach to remuneration for the Combined Group's executive directors would be submitted to shareholders of the Combined Group for approval at the relevant time.

Mike Woolliscroft and Philip Chapman

As referenced above, to ensure continuity and assist with the preliminary stages of the integration of the Combined Group, Mike Woolliscroft and Philip Chapman, currently Co-interim Chief Executive Officers of Countryside, intend to remain with the Combined Group for an interim period, Vistry have agreed the terms set out below.

Mike Woolliscroft

Vistry has agreed that Mike Woolliscroft's employment will continue from Completion of the Combination until 31 May 2023. Subject to the variations explained below, Mike Woolliscroft's current remuneration arrangements will continue during his service with the Combined Group. Mike Woolliscroft's maximum bonus opportunity will continue to be 150 per cent. of base salary, which will be subject to new and suitable objectives that will be set for Mike Woolliscroft. On termination of Mike Woolliscroft's employment on 31 May 2023, Mike Woolliscroft will not be required to serve any notice period and will be paid his basic salary and contractual benefits in lieu of 12 months' notice, which will be paid in equal monthly instalments in accordance with Mike Woolliscroft's contract of employment. Mike Woolliscroft's employment contract contains a duty to mitigate, which Vistry have agreed will not be applied. Provided Mike Woolliscroft has complied with the terms of the post-employment restrictive covenants in his contract of employment (other than the non-compete covenant, from which he will be released from 31 May 2023) and he has met certain other conditions, Mike Woolliscroft will receive on 31 May 2024 the payment of, subject to the Combined Group's assessment of Mike Woolliscroft's performance against the bonus objectives referred to above, a pro-rata bonus for the period from Completion of the Combination to 31 July 2023.

Philip Chapman

Vistry has agreed that Philip Chapman's employment will continue from Completion of the Combination until 31 March 2023. Subject to the variations explained below, Philip Chapman's current remuneration arrangements will continue during his service with the Combined Group. Philip Chapman's maximum bonus opportunity will continue to be 150 per cent. of base salary, which will be subject to new and suitable objectives that will be set for Philip Chapman. This bonus opportunity will be Philip Chapman's annual bonus opportunity and from Completion of the Combination will replace the second tranche of his bonus opportunity under Countryside's legacy bonus scheme. On termination of Philip Chapman's employment on 31

March 2023, Philip Chapman will not be required to serve any notice period and will be paid his basic salary and contractual benefits in lieu of 12 months' notice period, which will be paid in equal monthly instalments in accordance with Philip Chapman's contract of employment. Philip Chapman's employment contract contains a duty to mitigate, which Vistry have agreed will not be applied. Provided Philip Chapman has complied with the terms of the post-employment restrictive covenants in his contract of employment (other than the non-compete covenant, from which he will be released from 31 March 2023) and he has met certain other conditions, Philip Chapman will receive on 31 December 2023, subject to the Combined Group's assessment of Philip Chapman's performance against the bonus objectives referred to above, a pro-rata bonus for the period from Completion of the Combination to 31 March 2023.

Legacy bonus scheme

Countryside put in place a legacy bonus scheme for nine senior managers (including Philip Chapman) for the period 1 October 2021 to 30 September 2023. Countryside and Vistry have agreed that the Countryside Remuneration Committee will assess performance under this scheme for the period 1 October 2022 until Completion of the Combination with payment being made to participants within one month of Completion of the Combination (following Countryside's shares being de-listed).

In place of their participation in the legacy bonus scheme for the period from Completion of the Combination, Vistry will enhance the annual bonus arrangement of participants in the legacy bonus scheme with appropriate metrics for the enhanced element. Such enhanced element would not be more or less generous than the existing scheme.

As required by, and solely for the purposes of, Rule 16.2 of the Code, Rothschild & Co has (in its capacity as independent adviser to Countryside for the purposes of Rule 3 of the Code) reviewed the terms agreed and discussed in respect of Mike Woolliscroft and Philip Chapman and the legacy bonus scheme as described above and considers them to be fair and reasonable. In providing its advice, Rothschild & Co has taken into account the commercial assessments of the Countryside Directors.

Vistry has otherwise not entered into, and has not had discussions on proposals to enter into, any form of remuneration or incentivisation arrangements with members of Countryside's management.

15 Countryside Share Plans

Participants in the Countryside Share Plans will be contacted regarding the effect of the Combination on their rights under the Countryside Share Plans and appropriate proposals will be made to such participants in due course. The terms of such appropriate proposals shall be included in the Scheme Document and set out in separate letters to be sent to the participants of the Countryside Share Plans in due course.

16 Financing

16.1 Financing for the Combination

Vistry is funding the cash consideration payable pursuant to the Combination through new debt financing arranged by HSBC. The cash consideration is to be provided under the Facility Agreement.

The total commitments under the Facility Agreement are £400 million. Vistry will use approximately £300 million under the Facility for funding the cash consideration payable pursuant to the Combination. The remaining balance of approximately £100 million is intended to be used to satisfy other costs associated with the Combination and in connection with the Vistry Group's or the Combined Group's working capital requirements. The termination date of the Facility Agreement is 31 March 2025. The opening margin applicable to the Facility Agreement is 2.20 per cent. per annum and thereafter adjusted by reference the Gearing ratio of the Combined Group every six months.

Under the Facility Agreement, Vistry has agreed that it shall not, except as required or requested by the Panel, the Court, the Code or any other applicable law, regulation or regulatory body or necessary or desirable to comply with their requirements or requests (as applicable) amend, vary or treat as satisfied in whole or in part any term or condition from that set out in this announcement in a manner which would reasonably be expected to be materially prejudicial to the interests of the mandated lead arranger, the lenders and the agent (taken as a whole) under the Facility Agreement without the consent of the agent (acting on the instructions of the majority lenders, and such consent not to be unreasonably withheld or delayed). In addition, Vistry has agreed that, in the event of a switch to a Takeover Offer, the acceptance condition will not be set at a level below 75 per cent. without their consent. The funds borrowed by Vistry to fund the cash consideration will be provided to Vistry.

HSBC and Lazard, in their capacity as financial advisers to Vistry, are satisfied that sufficient resources are available to Vistry to satisfy in full the cash consideration payable to Countryside Shareholders under the terms of the Combination.

16.2 Expected debt facilities of the Combined Group

Consistent with the Vistry Group's existing prudent approach to debt financing, it is intended that the Facility Agreement will be repaid within two years following Completion of the Combination. The Combined Group will use financial leverage to support shareholder returns through the cycle, while minimising risk by maintaining conservative Gearing, with a target Gearing of less than 10 per cent.

The debt facilities available to the Combined Group as at Completion are expected to be as follows:

		<i>Margin</i>	<i>Total commitment</i>	<i>Maturity</i>
Existing Vistry Group facilities	Revolving credit facility	SONIA + 160-250 bps	£500 million	2025
	USPP loan	403 bps	£100 million	2027
	Term loan	SONIA + applicable credit adjustment spread + 265 bps	£50 million	2023

New facilities

for the Combined Group	Facility Agreement	SONIA + 190-310 bps	£400 million	2025
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A one-year extension to the Vistry Group's revolving credit facility will be sought following the publication of this announcement.

Countryside intends to repay and cancel the existing third-party debt facilities available to the Countryside Group on or immediately prior to Completion of the Combination.

17 Dividends and capital allocation policy

17.1 Dividends

Vistry Shareholders will be entitled to receive and retain:

- any interim dividend that is announced, declared, paid or made or becomes payable by Vistry in respect of the six-month period ended 30 June 2022; and
- any December Vistry Dividend.

If the Completion of the Combination occurs before the record date for any December Vistry Dividend, Countryside Shareholders will be entitled to receive and retain any December Vistry Dividend as shareholders in the Combined Group. If Completion of the Combination occurs after the record date for any December Vistry Dividend that is, on or prior to Completion, announced, declared, made, paid or becomes payable by Vistry, Countryside and Vistry have agreed that Countryside has the right to declare and pay a Countryside Equalisation Dividend (calculated in accordance with the Equalisation Formula described below) without any reduction to the Combination Consideration. The Equalisation Formula is calculated per Countryside Share as the amount of the December Vistry Dividend per Vistry Share multiplied by the Exchange Ratio.

Vistry's existing dividend policy is to pay out to a two times ordinary dividend cover in respect of a full financial year. The typical timing for the record date for a dividend in respect of the six-month period ending 31 December, where declared, is during April each year.

In respect of Countryside Shares, if, on or after the date of this announcement and on or prior to the Effective Date, any dividend, distribution, or other return of value is announced, declared, made, paid or becomes payable by Countryside, other than with respect to a Countryside Equalisation Dividend that is calculated in accordance with the Equalisation Formula, Vistry reserves the right (without prejudice to any right Vistry may have, with the consent of the Panel, to invoke Condition 3(g)(ii) in Part A of Appendix I to this announcement) to (at Vistry's sole discretion): (i) reduce the Combination Consideration by an amount equivalent to all or any part of such dividend, distribution, or other return of value, in which case any reference in this

announcement to the Combination Consideration will be deemed to be a reference to the Combination Consideration as so reduced; or alternatively (ii) declare and pay an equalisation dividend to Vistry Shareholders so as to reflect the value attributable to the dividend, distribution, or other return of value as is announced, declared, made, paid or becomes payable by Countryside.

Under the terms of the Co-operation Agreement, Vistry has undertaken not to declare, make or pay any dividend, distribution, or other return of value other than as contemplated in respect of Vistry as above. Nothing in this announcement or the Co-operation Agreement shall require Vistry to announce, declare, make or pay any dividend.

17.2 Capital allocation policy

It is intended that the Combined Group would initially maintain the Vistry Group's existing policy of paying out to a two times ordinary dividend cover in respect of a full financial year. Any surplus capital, following investment in the business to support the Combined Group's growth strategy and the payment of the ordinary dividend, would be expected to be returned to the Combined Group's shareholders through either a share buyback or special dividend. The method would be determined by the board of directors of the Combined Group considering all relevant factors at the time. Vistry may, in due course following Completion and a period of integration, review the Combined Group's capital allocation policy to confirm whether it remains appropriate in the context of the Combined Group and in consultation with shareholders.

18 Current trading and outlook

18.1 The Countryside Group

Countryside's current trading

On 21 July 2022, the Countryside Group released a trading statement for the period from 1 April 2022 to 30 June 2022. A copy of the trading statement is available on Countryside's website at <https://investors.countrysidepartnerships.com/results-and-news/results-reports-and-presentations>.

The Countryside Group has made solid progress in the fourth quarter of 2022 to-date, the Countryside Group's most significant trading quarter of the year, in which approximately 40 per cent. of the Countryside Group's annual completions are expected.

Countryside reiterates its 2022 financial year guidance of approximately £150 million adjusted operating profit.

Countryside Profit Forecast

The Countryside Group's half year results for the period ended 31 March 2022 included the following statement:

"As announced on 7 April 2022, the Board expects adjusted operating profit for the full year of approximately £150m (2021: £167.3m) including a significant profit growth in the second half."

This statement constitutes a profit forecast for the purposes of Rule 28 of the Code (the "**Countryside Profit Forecast**"). The Countryside Profit Forecast was repeated

in the trading update published by the Countryside Group on 21 July 2022 in respect of the period from 1 April 2022 to 30 June 2022, as follows:

“FY 2022 guidance unchanged at approximately £150m adjusted operating profit.”

“While we are mindful of the challenging macro-economic backdrop, we reiterate our FY 22 guidance of approximately £150m adjusted operating profit.”

Set out below is the basis of preparation of the Countryside Profit Forecast and the assumptions on which it is based.

Basis of preparation

The Countryside Profit Forecast has been prepared on a basis consistent with the Countryside Group's accounting policies which are in accordance with IFRS. These policies are consistent with those expected to be applied in the preparation of the Countryside Group's annual results for the year ended 30 September 2021.

Assumptions

The Countryside Profit Forecast is based on the assumptions listed below.

Factors outside the influence or control of the Countryside Directors:

- (i) there will be no material changes to existing prevailing macroeconomic, regulatory or political conditions in the markets and regions in which the Countryside Group operates;
- (ii) the interest, inflation and tax rates in the markets and regions in which the Countryside Group operates will remain materially unchanged from the prevailing rates;
- (iii) there will be no material adverse events that will have a significant impact on the Countryside Group's financial performance;
- (iv) there will be no material change in the availability or cost of key subcontractors and resources from prevailing conditions;
- (v) there will be no material change in the availability of mortgage financing for the Countryside Group's private home customers;
- (vi) there will be no material impact on stakeholder relationships arising from Countryside's sale process;
- (vii) there will be no material change in employee attrition rates; and
- (viii) there will be no material changes in legislation or regulatory requirements impacting on the Countryside Group's operations or on its accounting policies.

Factors within the influence or control of the Countryside Directors:

- (i) there will be no material change to the present management of the Countryside Group; and
- (ii) there will be no material change in the operational strategy of the Countryside Group.

The Countryside Directors' confirmation

The Countryside Directors have considered the Countryside Profit Forecast and confirm that it remains valid as at the date of this announcement, has been properly compiled on the basis of the assumptions set out above and the basis of the accounting used is consistent with the Countryside Group's accounting policies.

18.2 The Vistry Group

Views on Countryside Profit Forecast

Vistry welcomes the profit forecast issued by the Countryside Group as set out above. In doing so, Vistry recognises variations that can occur in the timing of completions and that such variations can affect the financial period in which completions are booked while not affecting operational performance.

In addition, as part of the due diligence, Vistry has reviewed the basis and composition of Countryside's proposed cladding provision. The provision comprises both buildings which have been subject to intrusive investigations, resulting in detailed remediation plans, and buildings where there are initial estimates of the potential scope of issues which are yet to be verified by physical inspection.

The cladding provisions held by Countryside have been compiled applying different methodologies to those applied by Vistry. Vistry has taken account of these differences when assessing the acquisition of Countryside, and believes that aligning the cladding provision methodology following Completion of the Combination will lead these provisions to increase. Vistry also anticipates that the impact of DLUHC's proposed long form agreement will in due course result in increases to both Countryside's and Vistry's provisions.

Vistry's current trading

On 8 July 2022, the Vistry Group released a trading update for the period from 1 January 2022 to 30 June 2022. A copy of the trading update is available on Vistry's website at www.vistrygroup.co.uk/investor-centre/results-reports-presentations.

An update on the Vistry Group's trading in the period from 1 January 2022 to 4 September 2022 is as follows:

- the Vistry Group's average private weekly sales rate for the year to date remains ahead of last year at 0.78 (2021: 0.75) with demand in the second half reflecting the more typical seasonal trends seen prior to 2020;
- the Vistry Group continues to see a good level of prospects, and pricing remains firm;
- the Vistry Group's partnerships business is extremely well positioned to meet the very high level of counter-cyclical demand across all tenures, though the Vistry Group is seeing some early signs that the land market is settling after a more heightened period of demand;
- the Vistry Group's forward sales position has been further strengthened with total housebuilding and partnerships' mixed tenure forward sales up ten per cent. as compared to the prior year position at £2,287 million as at 3 September 2022 (3 September 2021: £2,078 million), representing 96 per cent. of total forecast units secured for the 2022 financial year;

- the partner delivery forward order book totals £827 million as at 3 September 2022 (3 September 2021: £890 million), with 96 per cent. of forecast revenue secured for the 2022 financial year;
- the Vistry Group's total costs were up on average six per cent. in the first half of 2022 and, reflecting increasing energy prices, cost inflation is now running at approximately eight per cent. Price increases have offset cost increases in the year to date; and
- the Vistry Group continues to expect to deliver a significant improvement in year on year profitability in both its housebuilding and partnerships businesses in the 2022 financial year, ahead of the Vistry Group's expectations at the start of the year.

Whilst the Vistry Group is mindful of the wider economic uncertainties, it remains positive on its outlook and continues to expect adjusted profit before tax for the 2022 financial year to be approximately £417 million.

Vistry Profit Forecast

In addition to the statement above, Vistry has made the following statement in relation to the Vistry Group's 2022 financial year guidance in the investor and analyst presentation published by Countryside and Vistry today in connection with the Combination:

"While mindful of the wider economic uncertainties, Vistry remains positive on its outlook and continues to expect adjusted profit before tax for the 2022 financial year to be approximately £417m"

These statements substantially repeat the same statement originally made in the Vistry Group's trading update published on 18 May 2022 in respect of the period from 1 January 2022 to 18 May 2022, as follows (the **"Vistry Profit Forecast"**):

"Whilst we are mindful of the wider market uncertainties, we remain positive on our outlook. Our expectation for profit in the first half has moved forward, and for 2022 we expect adjusted profit before tax to be at the top end of market forecasts¹

...

¹ Bloomberg (17/05/2022) – Adjusted profit before tax: High - £415.0m, Mean - £396.3m."

The Vistry Profit Forecast was also substantially repeated in the Vistry Group's trading update published on 8 July 2022 in respect of the period from 1 January 2022 to 30 June 2022, as follows:

"Whilst mindful of the wider economic uncertainties, we are positive on the outlook for the Group and expect to see significant margin progression in the full year, with adjusted profit before tax for FY 22 to be at the top end of market forecasts¹

...

¹ Bloomberg (07/07/2022) – Adjusted profit before tax: High - £417.0m, Mean - £397.7m."

The Vistry Profit Forecast (and its subsequent repetition) constitutes a profit forecast for the purposes of Rule 28 of the Code. The Vistry Profit Forecast was first published before Vistry approached Countryside with regard to a possible offer and therefore falls within Rule 28.1(c) of the Code. Set out below is the basis of preparation of the Vistry Profit Forecast (and its subsequent repetition) and the assumptions on which it is based.

Basis of preparation

The Vistry Directors confirm that the Vistry Profit Forecast (and its subsequent repetition) has been properly compiled and is based on one or more of the following sources of financial information: (i) the Vistry Group's draft unaudited half year results for the six-month period ended 30 June 2022; (ii) the Vistry Group's unaudited management accounts for the one-month period ended 31 July 2022; and (iii) an internal unpublished forecast of the Vistry Group for the period ending 31 December 2022 constituting the remainder of the current financial year.

The Vistry Profit Forecast (and its subsequent repetition) does not take into account the costs and impact of the Combination.

In confirming the Vistry Profit Forecast, the Vistry Directors have made the following assumptions in respect of the relevant period:

Assumptions outside of the Vistry Group's influence of control

- (i) there will be no material changes to existing prevailing macroeconomic, regulatory or political conditions in the markets and regions in which the Vistry Group operates;
- (ii) the inflation and tax rates in the markets and regions in which the Vistry Group operates will remain materially unchanged from the prevailing rates;
- (iii) there will be no material adverse events that will have a significant impact on the Vistry Group's financial performance, including adverse weather events or natural catastrophes that affect key products, supply chain or markets or the construction process;
- (iv) there will be no material change in the availability or cost of key subcontractors and direct materials from prevailing conditions
- (v) there will be no material changes in market conditions over the forecast period to 31 December 2022 in relation to either customer demand or competitive environment, including the availability of mortgage financing for the Vistry Group's private home customers, house prices, interest rates or legislative or regulatory requirements;
- (vi) there will be no material impact on stakeholder relationships arising from the Combination;
- (vii) there will be no material change in employee attrition rates and no material change in the Vistry Group's labour costs, including medical and pension and other post-retirement benefits driven by external parties or regulations; and
- (viii) there will be no material changes in legislation or regulatory requirements impacting on the Vistry Group's operations or on its accounting policies.

Assumptions within the Vistry Group's influence of control

- (i) there will be no material change to the present management of the Vistry Group except for the announcement of the resignation of Graham Prothero;
- (i) there will be no major corporate acquisitions or disposals prior to 31 December 2022;
- (ii) the Vistry Group's accounting policies will be consistently applied over the forecast period; and
- (iii) there will be no material change in the operational strategy of the Vistry Group.

The Vistry Directors' confirmation

The Vistry Directors have considered the Vistry Profit Forecast and confirm that it remains valid as at the date of this announcement, that it has been properly compiled on the basis of the assumptions set out above and that the basis of the accounting policies used is consistent with the accounting policies of the Vistry Group, which are in accordance with IFRS. These policies are consistent with those applied in the preparation of the Vistry Group's consolidated financial statements for the financial year ended 31 December 2022.

19 Offer-related arrangements

Confidentiality Agreement

Vistry and Countryside have entered into the Confidentiality Agreement pursuant to which each party has undertaken to: (i) subject to certain exceptions, keep confidential information relating to, *inter alia*, the Combination and the other party and not to disclose it to third parties (other than to certain permitted parties) unless required by law or regulation; and (ii) use the confidential information only in connection with the Combination.

These confidentiality obligations shall remain in force until Completion of the Combination or, in the event that the Combination terminates, for a period of 12 months from the date of the Confidentiality Agreement. Vistry also agreed to certain standstill undertakings, all of which ceased to apply upon the release of this announcement.

This agreement also includes customary non-solicitation obligations on the Vistry Group and the Countryside Group.

Co-operation Agreement

Vistry and Countryside have entered into a Co-operation Agreement pursuant to which:

- Vistry has agreed to use all reasonable efforts to implement the Combination substantially in the form contemplated by this announcement;
- Vistry has agreed to be primarily responsible for contacting and corresponding with the relevant regulatory authorities in relation to the Clearances and Regulatory Conditions with a view to satisfying the Regulatory Conditions as soon as reasonably practicable (so as to enable Completion of the Combination to occur by the Long-stop Date), subject to Vistry consulting and updating Countryside to a reasonable extent;
- Vistry and Countryside have agreed to certain customary undertakings to co-operate in relation to such Regulatory Conditions and Clearances; and

- Vistry has agreed to provide Countryside with certain information as may be reasonably requested and is required for the Scheme Document and Countryside has agreed to provide Vistry with information as may be reasonably requested and is required for the Vistry Circular and the Vistry Prospectus.

The Co-operation Agreement records the intention of Vistry and Countryside to implement the Combination by way of the Scheme, subject to Vistry's right to switch to a Takeover Offer in certain circumstances. Vistry and Countryside have agreed to certain customary provisions if the Scheme should switch to a Takeover Offer.

The Co-operation Agreement also contains provisions that shall apply in respect of Vistry Shareholders' and Countryside Shareholders' dividend entitlements, directors' and officers' insurance and the Countryside Share Plans and other incentive arrangements.

The Co-operation Agreement shall be terminated with immediate effect:

- if Vistry and Countryside so agree in writing at any time prior to the Effective Date;
- if this announcement is not released at or before 8:00 a.m. on 5 September 2022 (unless otherwise agreed between Vistry and Countryside prior to that time);
- upon service of written notice by Vistry to Countryside if: (i) prior to the Long-stop Date, a third party announces a firm intention to make an offer or revised offer for Countryside which is publicly recommended by the Countryside Directors; (ii) the Countryside Directors change their recommendation in certain circumstances; or (iii) prior to the Long-stop Date, a competing proposal completes, becomes effective or is declared or becomes unconditional;
- upon service of written notice by Countryside to Vistry if: (i) the Vistry Directors change their recommendation in certain circumstances; or (ii) a competing proposal completes, becomes effective or is declared or becomes unconditional;
- upon service of written notice by Vistry to Countryside if the Combination is being implemented by Scheme and the Court Meeting, if the Countryside General Meeting and/or the Court Hearing is not held on or before the 22nd day after the expected date set out in the Scheme Document (or such later date as agreed by Vistry and Countryside and allowed by the Court, if required);
- upon written notice by either party to the other if: (i) an adverse Vistry shareholder vote occurs; (ii) the Scheme is not approved by the requisite majority of Countryside Shareholders at the Court Meeting or Countryside resolutions are not passed by the requisite majority of Countryside Shareholders at the Countryside General Meeting; (iii) the Court refuses to sanction the Scheme definitively; or (iv) prior to the Long-stop Date, a third party announces a firm intention to make an offer for Countryside which completes, becomes effective or is declared or becomes unconditional in all respects;
- upon service of written notice by Vistry to Countryside stating that a Condition has been invoked by Vistry (where the invocation of the relevant Condition has been permitted by the Panel) and such Condition is incapable of waiver or satisfaction by the Long-stop Date;
- upon service of written notice by Vistry to Countryside if a competing proposal: (i) completes, becomes effective, or is declared or becomes unconditional; or (ii) is recommended by the Countryside Directors;

- if the Combination is withdrawn, lapses or terminates on or prior to the Long-stop Date other than: (i) as a result of Vistry's right to switch to a Takeover Offer; or (ii) it is otherwise to be followed within five business days by a firm offer announcement made by Vistry by a different offer or scheme; or
- unless otherwise agreed by the parties in writing or required by the Panel, on the Effective Date, if it has not occurred on or before the Long-stop Date.

Regulatory Clean Team Protocol

Vistry and Countryside have put in place the Regulatory Clean Team Protocol which sets out how confidential information that is competitively sensitive can be disclosed, used or shared between Vistry's external legal counsel and/or Vistry's experts and/or specific Vistry individuals and Countryside's external legal counsel and/or Countryside's experts and/or specific Countryside individuals for the purposes of (amongst other things) mutual due diligence in relation to the Combination and obtaining the consent of competition authorities and/or regulatory clearances in connection with the Combination.

Confidentiality and Joint Defence Agreement

Vistry, Countryside and their respective external legal counsels have entered into the Confidentiality and Joint Defence Agreement, the purpose of which is to ensure that the exchange and/or disclosure of certain materials relating to the parties only takes place between their respective external legal counsels and external experts, and does not diminish in any way the confidentiality of such materials and does not result in a waiver of privilege, right or immunity that might otherwise be available.

20 New Vistry Shares and fractional entitlements

The New Vistry Shares will, when issued, be ordinary shares in the capital of Vistry with a nominal value of 50 pence each, will be fully paid and rank *pari passu* in all respects with the Vistry shares in issue at the date of this announcement.

Fractions of New Vistry Shares will not be issued pursuant to the Combination. Entitlements to New Vistry Shares pursuant to the Combination will be rounded down to the nearest whole number of New Vistry Shares.

Fractional entitlements to New Vistry Shares will be aggregated and allotted and issued to a nominee appointed by Vistry and such shares will then be sold in the market and the net proceeds of sale will be distributed in due proportion to the Countryside Shareholders entitled to them. However, where any one Countryside Shareholder's entitlement is £5.00 or less, such Countryside Shareholder's entitlement will not be paid to them but will be retained for the benefit of the Combined Group.

21 Structure of and Conditions to the Combination

It is intended that the Combination will be effected by means of a Court-approved Scheme of Arrangement between Countryside and Countryside Shareholders under Part 26 of the Companies Act, although Vistry reserves the right to implement the Combination by means of a Takeover Offer (subject to Panel consent and the terms of the Co-operation Agreement).

The purpose of the Scheme is to provide for Vistry to become the holder of the entire issued and to be issued ordinary share capital of Countryside. This is to be achieved by the transfer of the Countryside Shares to Vistry, in consideration for which the Countryside Shareholders

shall receive cash consideration and the New Vistry Shares on the basis set out in paragraph 2 above.

The Combination will be subject to the Conditions and further terms set out below and in Appendix I to this announcement and to be set out in the Scheme Document and shall only become Effective if, among other things, the following events occur on or before 11:59 p.m. on the Long-stop Date:

- (i) the approval of the Scheme by a majority in number of the Countryside Shareholders who are present and vote, whether in person or by proxy, at the Court Meeting and who represent 75 per cent. in value of the Countryside Shares voted by those Countryside Shareholders;
- (ii) the resolutions required to approve and implement the Scheme being duly passed by Countryside Shareholders representing the requisite majority or majorities of votes cast at the Countryside General Meeting (or any adjournment thereof);
- (iii) the approval of the Scheme by the Court (with or without modification but subject to any modification being on terms acceptable to Countryside and Vistry);
- (iv) the delivery of a copy of the Court Order to the Registrar of Companies;
- (v) satisfaction of merger control conditions in respect of the United Kingdom as applicable and if and to the extent required;
- (vi) the Vistry Resolutions being passed by the requisite majority of Vistry Shareholders at the Vistry General Meeting; and
- (vii) the FCA having acknowledged that the application for Admission has been approved and the London Stock Exchange having acknowledged that the New Vistry Shares will be admitted to trading on the Main Market.

The Scheme will lapse if:

- the Court Meeting and the Countryside General Meeting are not held by the 22nd day after the expected date of such meetings to be set out in the Scheme Document in due course (or such later date as may be agreed between Vistry and Countryside);
- the Court Hearing is not held by the 22nd day after the expected date of such hearing to be set out in the Scheme Document in due course (or such later date as may be agreed between Vistry and Countryside); or
- the Scheme does not become Effective by no later than 11:59 p.m. on the Long-stop Date,

provided, however, that the deadlines for the timing of the Court Meeting, the Countryside General Meeting and the Court Hearing as set out above may be waived by Vistry, and the deadline for the Scheme to become Effective may be extended by agreement between Countryside and Vistry.

Subject to satisfaction (or waiver, where applicable) of the Conditions, the Scheme is expected to become Effective by the end of the first quarter of 2023.

Upon the Scheme becoming Effective, it will be binding on all Countryside Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the Countryside General Meeting.

Further details of the Scheme, including an indicative timetable for its implementation, will be set out in the Scheme Document which shall be distributed to Countryside Shareholders (along with the Forms of Proxy and the Forms of Election in relation to the Mix and Match Facility for use in connection with the Court Meeting and the Countryside General Meeting) in due course. For the purposes of paragraph 3(a) of Appendix 7 of the Code, the Panel has consented to an extension of the applicable date for posting.

22 Vistry Shareholder approval and the Vistry Circular and Vistry Prospectus

In view of the size of the transaction, the Combination constitutes a Class 1 transaction (as defined in the Listing Rules) for Vistry. Accordingly, Vistry is required to seek the approval of Vistry Shareholders for the Combination at the Vistry General Meeting.

As noted above, the Combination is conditional on, amongst other things, the Vistry Resolutions being passed by Vistry Shareholders at the Vistry General Meeting (but not, for the avoidance of doubt, any other resolutions to be proposed at the Vistry General Meeting which will not be Conditions to the Combination). The Vistry Directors also do not currently have sufficient authority to issue and allot the New Vistry Shares in accordance with section 551 of the Companies Act and, accordingly, the approval of Vistry Shareholders is required to grant the Vistry Directors this authority.

The Vistry Directors intend to recommend unanimously that Vistry Shareholders vote in favour of the Vistry Resolutions at the Vistry General Meeting.

Vistry will prepare, publish and send to Vistry Shareholders the Vistry Circular and will prepare and publish the Vistry Prospectus. The Vistry Circular will summarise the background to and reasons for the Combination and will include a notice convening the Vistry General Meeting containing, among other things, the Vistry Resolutions to be proposed for the approval of Vistry Shareholders at the Vistry General Meeting (or any adjournment thereof). The Vistry Prospectus is required in connection with the issue of the New Vistry Shares and their Admission to the Main Market of the London Stock Exchange. The Vistry Prospectus will contain information relating to the Combination, the Combined Group and the New Vistry Shares.

The Vistry Circular and the Vistry Prospectus (along with the Forms of Proxy for use in connection with the Vistry General Meeting), are expected to be published, and in respect of the Vistry Circular, distributed, at or around the same time as the Scheme Document is published, such that the Vistry General Meeting will be held at or around the same time and on the same date as the Court Meeting and the Countryside General Meeting. It is expected that the Scheme Document, the Vistry Circular and the Vistry Prospectus will be published in early October 2022 and that the Court Meeting, the Countryside General Meeting and the Vistry General Meeting will be held during late October 2022 or early November 2022.

23 Listing of New Vistry Shares and De-listing of Countryside Shares and re-registration

Application will be made to the FCA and the London Stock Exchange respectively for Admission of the New Vistry Shares. It is expected that Admission will become effective and dealings for normal settlement in the New Vistry Shares will commence at or shortly after 8:00 a.m. on the first Business Day following the Effective Date.

Prior to the Scheme becoming Effective, application will be made by Countryside to the FCA and the London Stock Exchange for the cancellation of the admission of the Countryside

Shares to the premium listing segment of the Official List and the cancellation of the admission to trading of the Countryside Shares on the London Stock Exchange's Main Market, respectively, in each case to take effect on or shortly after the Effective Date. The last day of dealings in Countryside Shares on the Main Market of the London Stock Exchange is expected to be the Business Day immediately prior to the Effective Date and no transfers shall be registered after 6:00 p.m. on that date.

On the Effective Date, share certificates in respect of Countryside Shares shall cease to be valid and entitlements to Countryside Shares held within the CREST system shall be cancelled.

It is also proposed that, following the Effective Date and after its shares are de-listed, Countryside will be re-registered as a private limited company.

24 Disclosure of Interests in Countryside

Save in respect of the irrevocable undertakings referred to in paragraph 8 above, as at the close of business on 2 September 2022 (being the last practicable date prior to the date of this announcement) neither Vistry, nor any of its directors, nor, so far as Vistry is aware, any person acting in concert (within the meaning of the Code) with it has:

- (i) any interest in or right to subscribe for any relevant securities of Countryside;
- (ii) any short positions in respect of relevant Countryside Shares (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery;
- (iii) any Dealing Arrangement in relation to Countryside Shares or in relation to any securities convertible or exchangeable into Countryside Shares; or
- (iv) borrowed or lent any relevant Countryside Shares (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code), save for any borrowed shares which had been either on-lent or sold.

"Interests in securities" for these purposes arise, in summary, when a person has long economic exposure, whether absolute or conditional, to changes in the price of securities (and a person who only has a short position in securities is not treated as interested in those securities). In particular, a person shall be treated as having an "interest" by virtue of the ownership, voting rights or control of securities, or by virtue of any agreement to purchase, option in respect of, or derivative referenced to, securities.

It has not been practicable for Vistry to make enquiries of all of its concert parties in advance of the release of this announcement. Therefore, all relevant details in respect of Vistry's concert parties shall be included in the Opening Position Disclosure in accordance with Rule 8.1(a) and Note 2(a)(i) on Rule 8 of the Code.

25 General

Vistry reserves the right to elect (with the consent of the Panel, and subject to the terms of the Co-operation Agreement) to implement the Combination by way of a Takeover Offer for the Countryside Shares as an alternative to the Scheme. In such event, the Takeover Offer shall be implemented on the same terms, so far as applicable, and subject to the terms of the Co-operation Agreement, as those which would apply to the Scheme, subject to appropriate

amendments, including (without limitation) an acceptance condition set (subject to the terms of the Co-operation Agreement) at a level permitted by the Panel.

The Combination will be made subject to the Conditions and further terms set out in Appendix I to this announcement and to be set out in the Scheme Document. The bases and sources of certain financial information contained in this announcement are set out in Appendix II to this announcement. A summary of the irrevocable undertakings given in relation to the Combination is contained in Appendix III to this announcement. Appendix IV to this announcement sets out the anticipated Quantified Financial Benefits Statement and contains details of and bases of calculation of the anticipated financial benefits of the Combination. Certain terms used in this announcement are defined in Appendix V to this announcement.

The Scheme Document, containing further information about the Combination and notices of the Court Meeting and the Countryside General Meeting, will be distributed to Countryside Shareholders (along with the Forms of Proxy for use in connection with the Court Meeting and the Countryside General Meeting and the Forms of Election in relation to the Mix and Match Facility) in due course. For the purposes of paragraph 3(a) of Appendix 7 of the Code, the Panel has consented to an extension of the applicable date for posting. The Scheme Document and Forms of Proxy and Forms of Election shall be made available to all Countryside Shareholders at no charge to them.

In addition, the Vistry Circular and the Vistry Prospectus containing information about the Combined Group and the New Vistry Shares and, in respect of the Vistry Circular, details of the Combination and the notice of the Vistry General Meeting (along with the Forms of Proxy for use in connection with the Vistry General Meeting) at which, amongst other things, the Vistry Resolutions will be proposed for approval by Vistry Shareholders, are expected to be published, and in respect of the Vistry Circular, distributed, at or around the same time as the Scheme Document is published, such that the Vistry General Meeting will be held at or around the same time and on the same date as the Court Meeting and the Countryside General Meeting. The Vistry Circular (including the Forms of Proxy) and the Vistry Prospectus will be made available to Countryside Shareholders and/or Vistry Shareholders (as applicable) at no charge to them.

It is expected that the Scheme Document, the Vistry Circular and the Vistry Prospectus will be published in early October 2022 and that the Court Meeting, the Countryside General Meeting and the Vistry General Meeting will be held on or around the same time during late October 2022 or early November 2022.

HSBC, Lazard, Rothschild & Co, Barclays and Numis have each given and not withdrawn their consent to the publication of this announcement with the inclusion herein of the references to their names in the form and context in which they appear.

There will be an investor and analyst presentation at 9:30 a.m. on 5 September 2022 at Numis, 45 Gresham Street, London EC2V 7BF. There will be a live webcast available at <https://stream.brrmedia.co.uk/broadcast/630ddb73da906b287e9a09b1> and a recording of the investor and analyst presentation will be available on Vistry's website at www.vistrygroup.co.uk/investor-centre/Countryside-offer and on Countryside's website at www.countrysidepartnerships.com.

26 Documents available on website

Copies of the following documents will be made available on Vistry's and Countryside's websites at www.vistrygroup.co.uk/investor-centre/Countryside-offer and www.countrysidepartnerships.com respectively until the Effective Date:

- this announcement;
- the Confidentiality Agreement;
- the Co-operation Agreement;
- the Regulatory Clean Team Protocol;
- the Confidentiality and Joint Defence Agreement;
- the irrevocable undertakings referred to in paragraph 8 above and summarised in Appendix III to this announcement;
- documents relating to the financing of the Scheme referred to in paragraph 16 above, including the Facility Agreement; and
- consent letters from each of HSBC, Lazard, Peel Hunt, Rothschild, Barclays and Numis.

Enquiries:

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Linklaters LLP is acting as legal adviser to Vistry. Norton Rose Fulbright LLP is acting as legal adviser to Countryside.

Important notices

HSBC, which is authorised by the PRA and regulated in the UK by the FCA and the PRA, is acting as financial adviser to Vistry and no one else in connection with the Combination and shall not be responsible to anyone other than Vistry for providing the protections afforded to clients of HSBC nor for providing advice in connection with the Combination or any matter referred to herein. Neither HSBC nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of HSBC in connection with the Combination or any matter referred to herein.

Lazard, which is authorised by the PRA and regulated in the UK by the FCA and the PRA, is acting exclusively as financial adviser to Vistry and no one else in connection with the Combination and shall not be responsible to anyone other than Vistry for providing the protections afforded to clients of Lazard nor for providing advice in connection with the Combination or any matter referred to herein. Neither Lazard nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Lazard in connection with the Combination or any matter referred to herein.

Peel Hunt, which is authorised and regulated in the UK by the FCA, is acting exclusively as corporate broker to Vistry and no one else in connection with the Combination and shall not be responsible to anyone other than Vistry for providing the protections afforded to clients of Peel Hunt nor for providing advice in connection with the Combination or any matter referred to herein. Neither Peel Hunt nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Peel Hunt in connection with the Combination or any matter referred to herein.

Rothschild & Co, which is authorised and regulated in the UK by the FCA, is acting exclusively as financial adviser to Countryside and no one else in connection with the Combination and shall not be responsible to anyone other than Countryside for providing the protections afforded to clients of Rothschild & Co nor for providing advice in connection with the Combination or any matter referred to herein. Neither Rothschild & Co nor any of its affiliates (nor their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Rothschild & Co in connection with this announcement, any statement contained herein, the Combination or otherwise. No representation or warranty, express or implied, is made by Rothschild & Co as to the contents of this announcement.

Barclays, which is authorised by the PRA and regulated in the United Kingdom by the FCA and the PRA, is acting exclusively for Countryside and for no one else in connection with the Combination and will not be responsible to anyone other than Countryside for providing the protections afforded to clients of Barclays nor for providing advice in connection with the Combination or any other matter referred to herein. Neither Barclays nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Barclays in connection with the Combination or any matter referred to herein.

Numis, which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for Countryside and no one else in connection with the Combination and will not be responsible to anyone other than Countryside for providing the protections afforded to clients of Numis nor for providing advice in relation to the Combination or any other matter referred to herein. Neither Numis nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Numis in connection with the Combination or any matter referred to herein.

Further information

This announcement does not constitute a prospectus or prospectus exempted document. The New Vistry Shares are not being offered to the public by means of this announcement.

This announcement is for information purposes only and does not constitute an offer to sell or an invitation to purchase any securities or the solicitation of an offer to buy any securities, pursuant to the Combination or otherwise.

The Combination will be made solely by means of the Scheme Document (or, if the Combination is implemented by way of a Takeover Offer, any document by which the Takeover Offer is made) which, together with the Forms of Proxy and the Forms of Election in relation to the Mix and Match Facility, will contain the full terms and conditions of the Combination, including details of how to vote in respect of the Combination.

This announcement has been prepared for the purpose of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws of jurisdictions outside England and Wales. The Combination will be subject to the applicable requirements of the Code, the Panel, the FCA and the London Stock Exchange.

Countryside will prepare the Scheme Document to be distributed to Countryside Shareholders. Vistry will prepare the Vistry Circular to be distributed to Vistry Shareholders and will also publish the Vistry Prospectus containing information on the New Vistry Shares and the Combined Group (and, in the event that the Combination is to be implemented by means of a Takeover Offer, the Offer Document). Countryside Shareholders are advised to read the Scheme Document (including the related Forms of Proxy and the Forms of Election in relation to the Mix and Match Facility) (and/or, in the event that the Combination is to be implemented by way of a Takeover Offer, the Offer Document) and the Vistry Prospectus carefully once these become available because they will contain important information in relation to the Combination, the New Vistry Shares and the Combined Group. Any vote in respect of resolutions to be proposed at the Countryside General Meeting, and any decision in respect of the Scheme or other response in relation to the Combination by Countryside Shareholders, should be made only on the basis of the information contained in the Scheme Document (and/or, in the event that the Combination is to be implemented by way of a Takeover Offer, the Offer Document) and the Vistry Prospectus (including any supplementary prospectus, if relevant). Any vote in respect of resolutions to be proposed at the Vistry General Meeting by Vistry Shareholders should be made only on the basis of information contained in the Vistry Circular (including any supplementary circular, if relevant).

This announcement contains inside information in relation to Countryside for the purposes of Article 7 of the Market Abuse Regulation. The person responsible for arranging the release of this announcement on behalf of Vistry is Clare Bates, General Counsel & Company Secretary. The person responsible for arranging the release of this announcement on behalf of Countryside is Gary Whitaker, General Counsel & Company Secretary.

This announcement does not constitute a prospectus or prospectus exempted document. The New Vistry Shares are not being offered to the public by means of this announcement.

Vistry reserves the right to elect (with the consent of the Panel, and subject to the terms of the Co-operation Agreement) to implement the Combination by way of a Takeover Offer as an alternative to the Scheme. In such event, the Takeover Offer will be implemented on substantially the same terms, so far as applicable, as those which would apply to the Scheme, subject to appropriate amendments to reflect the terms of the Co-operation Agreement and,

among other things, the change in structure by which the Combination is to be implemented and compliance with all applicable laws.

Overseas Shareholders

The release, publication or distribution of this announcement in or into certain jurisdictions other than the United Kingdom may be restricted by law. Persons who are not resident in the United Kingdom or who are subject to other jurisdictions should inform themselves of, and observe, any applicable requirements.

Unless otherwise determined by Vistry or required by the Code, and permitted by applicable law and regulation, the Combination shall not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Combination by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this announcement and all documents relating to the Combination are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this announcement and all documents relating to the Combination (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.

The availability of the Combination to Countryside Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable requirements.

The New Vistry Shares may not be offered, sold or delivered, directly or indirectly, in, into or from any Restricted Jurisdiction or to, or for the account or benefit of, any Restricted Overseas Persons except pursuant to an applicable exemption from, or in a transaction not subject to, applicable securities laws of those jurisdictions.

Additional information for US investors

The Combination relates to shares of an English company and is proposed to be effected by means of a scheme of arrangement under the laws of England and Wales. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act.

Accordingly, the Combination is subject to the disclosure and procedural requirements applicable in the United Kingdom to schemes of arrangement which differ from the disclosure requirements of United States tender offer and proxy solicitation rules.

Neither the US Securities and Exchange Commission nor any US state securities commission has approved or disapproved or passed judgement upon the fairness or the merits of the Combination or determined if this announcement is adequate, accurate or complete. Any representation to the contrary is a criminal offence in the United States.

However, if Vistry were to elect to implement the Combination by means of a Takeover Offer, such Takeover Offer shall be made in compliance with all applicable United States laws and regulations, including any applicable exemptions under the US Exchange Act. Such a Takeover Offer would be made in the United States by Vistry and no one else.

In the event that the Combination is implemented by way of a Takeover Offer, in accordance with normal United Kingdom practice and pursuant to Rule 14e-15(b) of the US Exchange Act, Vistry or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Countryside outside the United States, other than pursuant to such Takeover Offer, during the period in which such Takeover Offer would remain open for acceptance. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases or arrangements to purchase shall be disclosed as required in the UK, shall be reported to a Regulatory Information Service and shall be available on the London Stock Exchange website at www.londonstockexchange.com.

The receipt of consideration by a US holder for the transfer of its Countryside Shares pursuant to the Scheme shall be a taxable transaction for United States federal income tax purposes. Each Countryside Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Combination applicable to them, including under applicable United States state and local, as well as overseas and other, tax laws.

Financial information relating to Countryside included in this announcement and the Scheme Document has been or shall have been prepared in accordance with accounting standards applicable in the United Kingdom and may not be comparable to financial information of United States companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

The New Vistry Shares issued pursuant to the Scheme will not be registered under any United States state securities laws and may only be issued to persons resident in a state pursuant to an exemption from the registration requirements of the securities laws of such state.

For the purpose of qualifying for the exemption provided by Section 3(a)(10) of the US Securities Act, Countryside will advise the Court that its sanctioning of the Scheme will be relied on by Vistry as an approval of the Scheme following a hearing on its fairness to Countryside Shareholders, at which Court hearing all Countryside Shareholders are entitled to attend in person or through counsel to support or oppose the sanctioning of the Scheme and with respect to which notification will be given to all such holders.

Vistry and Countryside are organised under the laws of England and Wales. Some or all of the officers and directors of Vistry and Countryside, respectively, are residents of countries other than the United States. In addition, all or most of the assets of Vistry and Countryside are located outside the United States. As a result, it may be difficult for United States shareholders of Countryside to effect service of process within the United States upon Vistry or Countryside or their respective officers or directors or to enforce against them a judgement of a United States court predicated upon the federal or state securities laws of the United States.

Forward-looking statements

This announcement (including information incorporated by reference in this announcement), oral statements made regarding the Combination, and other information published by Countryside, Vistry or any member of the Vistry Group contain statements which are, or may be deemed to be, "forward-looking statements". Such forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and on numerous assumptions regarding the business strategies and the environment in which Vistry, Countryside, any member of the Vistry Group or the Countryside Group or the Combined Group shall operate in the future and are subject to risks and uncertainties that

could cause actual results to differ materially from those expressed or implied by those statements.

The forward-looking statements contained in this announcement relate to Vistry, Countryside, any member of the Vistry Group or the Countryside Group or the Combined Group's future prospects, developments and business strategies, the expected timing and scope of the Combination and other statements other than historical facts. In some cases, these forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "will look to", "would look to", "plans", "prepares", "anticipates", "expects", "is expected to", "is subject to", "budget", "scheduled", "forecasts", "synergy", "strategy", "goal", "cost-saving", "projects", "intends", "may", "will", "shall" or "should" or their negatives or other variations or comparable terminology. Forward-looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of Vistry's, Countryside's, any member of the Vistry Group or the Countryside Group or its or their operations and potential cost savings and synergies resulting from the Combination; and (iii) the effects of global economic conditions and governmental regulation on Vistry's, Countryside's, any member of the Vistry Group or the Countryside Group or its or their business.

By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that shall occur in the future. These events and circumstances include changes in the global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax rates, future business combinations or disposals, and any epidemic, pandemic or disease outbreak. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors.

Neither Vistry, Countryside, nor any member of the Vistry Group or the Countryside Group, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement shall actually occur. Given these risks and uncertainties, potential investors should not place any reliance on forward-looking statements.

Specifically, statements of estimated cost savings and synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies referred to may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. Due to the scale of the Combined Group, there may be additional changes to the Combined Group's operations. As a result, and given the fact that the changes relate to the future, the resulting cost savings and synergies may be materially greater or less than those estimated.

The forward-looking statements speak only at the date of this announcement. All subsequent oral or written forward-looking statements attributable to any member of the Vistry Group or Countryside Group, or any of their respective associates, directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above.

Vistry and Countryside expressly disclaim any obligation to update such statements other than as required by law or by the rules of any competent regulatory authority, whether as a result of new information, future events or otherwise.

No profit forecasts or estimates

Save as set out in paragraph 18 of this announcement, no statement in this announcement is intended as a profit forecast or estimate for any period and no statement in this announcement should be interpreted to mean that earnings or earnings per share for Vistry or Countryside, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Vistry or Countryside, as appropriate.

Quantified Financial Benefits Statement

Appendix IV to this announcement sets out the anticipated Quantified Financial Benefits Statement and contains details of, and bases of calculation of, the anticipated financial benefits of the Combination, together with the related reports from Vistry's reporting accountant, PricewaterhouseCoopers, and Vistry's financial advisers, HSBC and Lazard, as required under Rule 28.1(a) of the Code, and provides underlying information and bases for the accountant's and advisers' respective reports. HSBC and Lazard, as financial advisers to Vistry, have provided such report for the purposes of the Code stating that, in their opinion and subject to the terms of the report, the Quantified Financial Benefits Statement, for which the Vistry Directors are responsible, has been prepared with due care and consideration. Each of PricewaterhouseCoopers, HSBC and Lazard has given and not withdrawn its consent to the publication of its respective report in this announcement in the form and context in which it is included.

For the purpose of Rule 28 of the Code, the Quantified Financial Benefits Statement contained in this announcement is the responsibility of Vistry and the Vistry Directors. Any statement of intention, belief or expectation for the Combined Group following the Effective Date is an intention, belief or expectation of the Vistry Directors and not of the Countryside Directors.

The statements in the Quantified Financial Benefits Statement relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies referred to may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. No statement in the Quantified Financial Benefits Statement should be construed as a profit forecast or interpreted to mean that the Combined Group's earnings in the first full year following the Effective Date, or in any subsequent period, would necessarily match or be greater than or be less than those of Vistry and/or Countryside for the relevant preceding financial period or any other period.

Disclosure requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company; and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3:30 p.m. (London time) on the 10th business day following the commencement of

the offer period and, if appropriate, by no later than 3:30 p.m. (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company; and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3:30 p.m. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they shall be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at <http://www.thetakeoverpanel.org.uk>, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Electronic communications

Please be aware that addresses, electronic addresses and certain information provided by Countryside Shareholders, persons with information rights and other relevant persons for the receipt of communications from Countryside may be provided to Vistry during the Offer Period as requested under Section 4 of Appendix 4 of the Code to comply with Rule 2.11(c) of the Code.

Publication on website and availability of hard copies

A copy of this announcement will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Vistry's and Countryside's websites at www.vistrygroup.co.uk/investor-centre/Countryside-offer and www.countrysidepartnerships.com, respectively, by no later than 12 noon (London time) on 6 September 2022. For the avoidance of doubt, the contents of these websites are not incorporated into and do not form part of this announcement.

Vistry Shareholders, persons with information rights and participants in the Vistry Share Plans may request a hard copy of this announcement by: (i) contacting Computershare during business hours on 0370 889 3236 if calling from the United Kingdom, or +44(0) 370 889 3236

if calling from outside the United Kingdom (lines are open from 8:30 a.m. to 5:30 p.m., Monday to Friday (excluding public holidays in England and Wales)); or (ii) submitting a request in writing to Computershare at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY, United Kingdom. A person so entitled may also request that all future documents, announcements and information in relation to the Combination be sent to them in hard copy form.

Countryside Shareholders, persons with information rights and participants in the Countryside Share Plans may request a hard copy of this announcement by: (i) contacting Equiniti during business hours on 0371 384 2050 if calling from the United Kingdom, or +44 121 415 0259 if calling from outside the United Kingdom (lines are open from 8:30 a.m. to 5:30 p.m., Monday to Friday (excluding public holidays in England and Wales)); or (ii) submitting a request in writing to Equiniti at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, United Kingdom. A person so entitled may also request that all future documents, announcements and information in relation to the Combination be sent to them in hard copy form.

If you are in any doubt about the contents of this announcement or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or independent financial adviser duly authorised under the FSMA (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

Rounding

Certain figures included in this announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Rule 2.9 Disclosure

In accordance with Rule 2.9 of the Code, Countryside confirms that as at the date of this announcement, it has in issue and admitted to trading on the Main Market of the London Stock Exchange 499,723,298 ordinary shares of £0.01 each (excluding 24,903,572 ordinary shares held in treasury). The International Securities Identification Number (ISIN) of the ordinary shares is GB00BYPHNG03.

In accordance with Rule 2.9 of the Code, Vistry confirms that, as at the date of this announcement, it has in issue and admitted to trading on the Main Market of the London Stock Exchange 218,259,244 ordinary shares of 50 pence each (excluding 1,500,000 ordinary shares held in treasury). The International Securities Identification Number (ISIN) of the ordinary shares is GB0001859296.

APPENDIX I

CONDITIONS AND FURTHER TERMS OF THE COMBINATION

Part A: Conditions to the Scheme and the Combination

- 1** The Combination is conditional upon the Scheme becoming unconditional and Effective, subject to the Code, by no later than 11:59 p.m. on the Long-stop Date or such later date (if any) as Vistry and Countryside may, with the consent of the Panel, agree and, if required, the Court may allow.
- 2** The Scheme shall be subject to the following conditions:
 - 2.1**
 - (i) its approval by a majority in number of the Countryside Shareholders who are present and vote, whether in person or by proxy, at the Court Meeting and who represent 75 per cent. or more in value of the Countryside Shares voted by those Countryside Shareholders; and
 - (ii) such Court Meeting being held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date as may be agreed by Vistry and Countryside and, if required, the Court may allow);
 - 2.2**
 - (i) the resolutions required to implement the Scheme being duly passed by Countryside Shareholders representing 75 per cent. or more of votes cast at the Countryside General Meeting;
 - (ii) such Countryside General Meeting being held on or before the 22nd day after the expected date of the Countryside General Meeting to be set out in the Scheme Document in due course (or such later date as may be agreed by Vistry and Countryside and, if required, the Court may allow);
 - 2.3**
 - (i) the sanction of the Scheme by the Court (with or without modification but subject to any modification being on terms acceptable to Countryside and Vistry) and the delivery of a copy of the Court Order to the Registrar of Companies; and
 - (ii) the Court Hearing being held on or before the 22nd day after the expected date of the Court Hearing to be set out in the Scheme Document in due course (or such later date as may be agreed by Vistry and Countryside and, if required, the Court may allow);
- 3** In addition, subject as stated in Part B below and to the requirements of the Panel, the Combination shall be conditional upon the following Conditions and, accordingly, the Court Order shall not be delivered to the Registrar of Companies unless such Conditions (as amended, if appropriate) have been satisfied or, where relevant, waived:

Vistry Shareholder approval

- (a) the passing by the requisite majority or majorities of Vistry Shareholders at the Vistry General Meeting (or at any adjournment thereof) of the Vistry Resolutions and any other resolution or resolutions as are necessary to approve, implement and effect the Combination;

Admission of the New Vistry Shares

- (b)
 - (i) the FCA having acknowledged to Vistry or its agent (and such acknowledgement not having been withdrawn) that the application for the Admission of the New Vistry Shares to the premium listing segment of the Official List has been approved and (after satisfaction of any conditions to which such approval is expressed to be subject ("listing conditions")) will become effective as soon as a dealing notice has been issued by the FCA and any listing conditions have been satisfied; and
 - (ii) the London Stock Exchange having acknowledged to Vistry or its agent (and such acknowledgement not having been withdrawn) that the New Vistry Shares will be admitted to trading on the Main Market of the London Stock Exchange;

Official authorisations, regulatory clearances and Third Party clearances**Competition and Markets Authority Clearance**

- (c) either:
 - (i) where the CMA opens an investigation into the Combination, confirmation that the Combination will not be subject to a reference under Section 33 of the Enterprise Act 2002; or
 - (ii) confirmation that the CMA has no further questions in relation to the Combination following the submission of a briefing paper to the CMA by Vistry and as at the date on which all other Conditions are satisfied or waived, the CMA not having: (A) opened an investigation into the Combination; and/or (B) indicated that it will open an investigation into the Combination (including, for the avoidance of doubt, by providing Vistry and/or Countryside with the option of submitting a merger notice, sending Vistry and/or Countryside an enquiry letter or engaging in prenotification discussions with Vistry and/or Countryside (in each case in relation to the Combination));

Notifications, waiting periods and Authorisations

- (d) other than in relation to the matters referred to in Condition 3(c), all necessary and material notifications, filings or applications having been made in connection with the Combination and all appropriate waiting periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory and/or regulatory obligations in any jurisdiction having been complied with in each case in respect of the Combination and all Authorisations deemed reasonably necessary or appropriate by Vistry in any jurisdiction for or in respect of the Combination and, except pursuant to Chapter 3 of Part 28 of the Companies Act, the acquisition or the proposed acquisition of any shares or other securities in, or control or management of, Countryside or any other

member of the Wider Countryside Group by any member of the Wider Vistry Group having been obtained in terms and in a form reasonably satisfactory to Vistry from all appropriate Third Parties or (without prejudice to the generality of the foregoing) from any person or bodies with whom any member of the Wider Countryside Group or the Wider Vistry Group has entered into contractual arrangements and all such Authorisations necessary, appropriate or desirable to carry on the business of any member of the Wider Countryside Group in any jurisdiction having been obtained and all such Authorisations remaining in full force and effect at the time at which the Combination becomes otherwise unconditional and there being no notice or intimation of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations;

- (e) other than in relation to the matters referred to in Condition 3(c), no antitrust regulator or Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything, or having enacted, made or proposed any statute, regulation, decision, order or change to published practice (and in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to:
- (i) require, prevent or delay the divestiture or alter the terms envisaged for such divestiture by any member of the Wider Vistry Group or by any member of the Wider Countryside Group of all or any part of its businesses, assets or property or impose any limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof) which, in any such case, is material in the context of the Wider Vistry Group or the Wider Countryside Group;
 - (ii) except pursuant to Chapter 3 of Part 28 of the Companies Act, require any member of the Wider Vistry Group or the Wider Countryside Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider Countryside Group or any asset owned by any Third Party (other than in the implementation of the Combination);
 - (iii) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider Vistry Group directly or indirectly to acquire, hold or exercise effectively all or any rights of ownership in respect of shares or other securities in Countryside or on the ability of any member of the Wider Countryside Group or any member of the Wider Vistry Group directly or indirectly to hold or exercise effectively all or any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise voting or management control over, any member of the Wider Countryside Group;
 - (iv) otherwise adversely affect any or all of the business, assets, profits or prospects of any member of the Wider Countryside Group or any member of the Wider Vistry Group to any extent which is material in the context of the Wider Vistry Group or the Wider Countryside Group;
 - (v) result in any member of the Wider Countryside Group or any member of the Wider Vistry Group (to an extent which is material in the context of the Wider Vistry Group or the Wider Countryside Group) ceasing to be able to carry on business under any name under which it presently carries on business;

- (vi) make the Combination, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, Countryside by any member of the Wider Vistry Group void, unenforceable and/or illegal under the laws of any relevant jurisdiction, or otherwise, directly or indirectly prevent or prohibit, restrict, restrain, or delay or otherwise interfere with the implementation of, or impose additional conditions or obligations with respect to, or otherwise challenge, impede, interfere or require amendment of the Combination or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, Countryside by any member of the Wider Vistry Group to any extent which is material in the context of the Wider Vistry Group or the Wider Countryside Group;
- (vii) require, prevent or delay a divestiture by any member of the Wider Vistry Group of any shares or other securities (or the equivalent) in any member of the Wider Countryside Group or any member of the Wider Vistry Group to any extent which is material in the context of the Wider Vistry Group or the Wider Countryside Group; or
- (viii) impose any limitation on the ability of any member of the Wider Vistry Group or any member of the Wider Countryside Group (to any extent which is material in the context of the Wider Vistry Group or the Wider Countryside Group) to conduct, integrate or co-ordinate all or any part of its business with all or any part of the business of any other member of the Wider Vistry Group and/or the Wider Countryside Group,

and all applicable waiting and other time periods (including any extensions thereof) during which any such antitrust regulator or Third Party could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction in respect of the Combination or the acquisition or proposed acquisition of any Countryside Shares or otherwise intervene having expired, lapsed or been terminated;

Certain matters arising as a result of any arrangement, agreement, etc.

- (f) except as Disclosed, there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which any member of the Wider Countryside Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or be subject or any event or circumstance which, as a consequence of the Combination or the acquisition or the proposed acquisition by any member of the Wider Vistry Group of any shares or other securities (or the equivalent) in Countryside or because of a change in the control or management of any member of the Wider Countryside Group or otherwise, could or might reasonably be expect to result in:
 - (i) any monies borrowed by, or any other indebtedness, actual or contingent, of, or any grant available to, any member of the Wider Countryside Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;

- (ii) the creation, save in the ordinary and usual course of business, or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the Wider Countryside Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen) becoming enforceable;
- (iii) any such arrangement, agreement, lease, licence, franchise, permit or other instrument being terminated or the rights, liabilities, obligations or interests of any member of the Wider Countryside Group being materially adversely modified or adversely affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
- (iv) any liability of any member of the Wider Countryside Group to make any severance, termination, bonus or other payment to any of its directors, or other officers;
- (v) the rights, liabilities, obligations, interests or business of any member of the Wider Countryside Group or any member of the Wider Vistry Group under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any member of the Wider Countryside Group or any member of the Wider Vistry Group in or with any other person or body or firm or company (or any arrangement or arrangement relating to any such interests or business) being or becoming capable of being terminated, or materially adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken thereunder;
- (vi) any member of the Wider Countryside Group ceasing to be able to carry on business under any name under which it presently carries on business;
- (vii) the value of, or the financial or trading position or prospects of, any member of the Wider Countryside Group being materially prejudiced or adversely affected; or
- (viii) the creation or acceleration of any liability (actual or contingent) by any member of the Wider Countryside Group other than trade creditors or other liabilities incurred in the ordinary course of business,

and no event having occurred which, under any provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider Countryside Group is a party or by or to which any such member or any of its assets are bound, entitled or subject, would or might result in any of the events or circumstances as are referred to in Conditions 3(f)(i) to (viii);

Certain events occurring since 30 September 2021

- (g) except as Disclosed, no member of the Wider Countryside Group having since 30 September 2021:
 - (i) issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue of additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Countryside Shares out of treasury (except, where relevant, as between Countryside and wholly-owned

subsidiaries of Countryside or between the wholly-owned subsidiaries of Countryside and except for the issue or transfer out of treasury of Countryside Shares on the exercise of employee share options or vesting of employee share awards in the ordinary course under the Countryside Share Plans);

- (ii) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution (whether payable in cash or otherwise) other than dividends (or other distributions whether payable in cash or otherwise) lawfully paid or made by any wholly-owned subsidiary of Countryside to Countryside or any of its wholly-owned subsidiaries;
- (iii) other than pursuant to the Combination (and except for transactions between Countryside and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Countryside and transactions in the ordinary course of business) implemented, effected, authorised or proposed or announced its intention to implement, effect, authorise or propose any merger, demerger, reconstruction, amalgamation, scheme, commitment or acquisition or disposal of assets or shares or loan capital (or the equivalent thereof) in any undertaking or undertakings in any such case to an extent which is material in the context of the Wider Countryside Group taken as a whole;
- (iv) except for transactions between Countryside and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Countryside, and except for transactions in the ordinary course of business, disposed of, or transferred, mortgaged or created any security interest over any asset or any right, title or interest in any asset or authorised, proposed or announced any intention to do so, in any such case to any extent which is material in the context of the Wider Countryside Group;
- (v) except for transactions between Countryside and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Countryside, issued, authorised or proposed or announced an intention to authorise or propose, the issue of or made any change in or to the terms of any debentures or become subject to any contingent liability or incurred or increased any indebtedness which is material in the context of the Wider Countryside Group as a whole;
- (vi) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, unusual or onerous nature or magnitude or which is or which involves or could involve an obligation of a nature or magnitude which is or could be restrictive on the business of any member of the Wider Countryside Group which is or could be material in the context of the Wider Countryside Group as a whole;
- (vii) entered into or varied the terms of, or made any offer (which remains open for acceptance) to enter into or vary the terms of any contract, service agreement, commitment or arrangement with any director or senior executive of any member of the Wider Countryside Group;

- (viii) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any employee of the Wider Countryside Group which are material in the context of the Wider Countryside Group taken as a whole;
- (ix) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, except in respect of the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital, in any such case to any extent which is material in the context of the Wider Countryside Group;
- (x) except in the ordinary course of business, waived, compromised or settled any claim which is material in the context of the Wider Countryside Group as a whole;
- (xi) terminated or varied the terms of any agreement or arrangement between any member of the Wider Countryside Group and any other person in a manner which would or might reasonably be expected to have a material adverse effect on the financial position of the Wider Countryside Group taken as a whole;
- (xii) made any alteration to its memorandum or articles of association or other incorporation documents;
- (xiii) except in relation to changes made or agreed as a result of, or arising from, changes to legislation, made or agreed or consented to any change to:
 - (A) the terms of the trust deeds and rules constituting the pension scheme(s) established by any member of the Wider Countryside Group for its directors, employees or their dependents;
 - (B) the contributions payable to any such scheme(s) or to the benefits which accrue, or to the pensions which are payable, thereunder;
 - (C) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions contributions are calculated or determined; or
 - (D) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued, made, agreed or consented to,
 to an extent which is in any such case material in the context of the Wider Countryside Group;
- (xiv) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
- (xv) taken or proposed any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of a receiver, administrator,

manager, administrative receiver, trustee or similar officer of all or any of its assets or revenues or any analogous or equivalent steps or proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;

- (xvi) (except for transactions between Countryside and its wholly-owned subsidiaries or between the wholly-owned subsidiaries), made, authorised, proposed or announced an intention to propose any change in its loan capital;
- (xvii) entered into, implemented or authorised the entry into, any joint venture, asset or profit sharing arrangement, partnership or merger of business or corporate entities;
- (xviii) having taken (or agreed or proposed to take) any action which requires or would require the consent of the Panel or the approval of Countryside Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code; or
- (xix) entered into any agreement, arrangement, commitment or contract or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition 3(g);

No adverse change, litigation, regulatory enquiry or similar

- (h) except as Disclosed, since 30 September 2021 there having been:
 - (i) no adverse change and no circumstance having arisen which would or might be expected to result in any adverse change in, the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider Countryside Group, in any such case to any extent which is material in the context of the Wider Countryside Group;
 - (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced or instituted by or against or remaining outstanding against or in respect of any member of the Wider Countryside Group or to which any member of the Wider Countryside Group is or may become a party (whether as claimant, defendant or otherwise) having been threatened, announced, instituted or remaining outstanding by, against or in respect of, any member of the Wider Countryside Group, in each case which might reasonably be expected to have a material adverse effect on the Wider Countryside Group taken as a whole;
 - (iii) no enquiry, review or investigation by, or complaint or reference to any Third Party against or in respect of any member of the Wider Countryside Group having been threatened, announced or instituted or remaining outstanding by, against or in respect of any member of the Wider Countryside Group, in each case which might reasonably be expected to have a material adverse effect on the Wider Countryside Group taken as a whole;
 - (iv) no contingent or other liability having arisen or become apparent to Vistry or increased other than in the ordinary course of business which is reasonably likely to affect adversely the business, assets, financial or trading position or profits or prospects of any member of the Wider Countryside Group to an

extent which is material in the context of the Wider Countryside Group taken as a whole; and

- (v) no steps having been taken and no omissions having been made which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Countryside Group which is necessary for the proper carrying on of its business;

No discovery of certain matters regarding information, liabilities and environmental issues

- (i) Vistry not having discovered that:

- (i) any financial, business or other information concerning the Wider Countryside Group publicly announced prior to the date of this announcement or disclosed at any time to any member of the Wider Vistry Group by or on behalf of any member of the Wider Countryside Group prior to the date of this announcement is misleading, contains a misrepresentation of any fact, or omits to state a fact necessary to make that information not misleading, in any such case to a material extent;
- (ii) any member of the Wider Countryside Group or any partnership, company or other entity in which any member of the Wider Countryside Group has a significant economic interest and which is not a subsidiary undertaking of Countryside is, otherwise than in the ordinary course of business, subject to any liability, contingent or otherwise and which is material in the context of the Wider Countryside Group taken as a whole;
- (iii) any past or present member of the Wider Countryside Group has not complied in any material respect with all applicable legislation, regulations or other requirements of any jurisdiction or any Authorisations relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or any substance likely to impair the environment (including property) or harm human or animal health or otherwise relating to environmental matters or the health and safety of humans, which non-compliance would be likely to give rise to any material liability including any penalty for non-compliance (whether actual or contingent) on the part of any member of the Wider Countryside Group;
- (iv) there has been a material disposal, discharge, spillage, accumulation, release, leak, emission or the migration, production, supply, treatment, storage, transport or use of any waste or hazardous substance or any substance likely to impair the environment (including any property) or harm human or animal health which (whether or not giving rise to non-compliance with any law or regulation), would be likely to give rise to any material liability (whether actual or contingent) on the part of any member of the Wider Countryside Group;
- (v) there is or is likely to be any obligation or liability (whether actual or contingent) or requirement to make good, remediate, repair, reinstate or clean up any property, asset or any controlled waters currently or previously owned, occupied, operated or made use of or controlled by any past or present member of the Wider Countryside Group (or on its behalf), or in which any such member may have or previously have had or be deemed to have had an

interest, under any environmental legislation, common law, regulation, notice, circular, Authorisation or order of any Third Party in any jurisdiction or to contribute to the cost thereof or associated therewith or indemnify any person in relation thereto or otherwise in any such case to any extent which is material in the context of the Wider Countryside Group; or

- (vi) circumstances exist (whether as a result of making the Combination or otherwise) which would be reasonably likely to lead to any Third Party instituting (or whereby any member of the Wider Countryside Group would be likely to be required to institute), an environment audit or take any steps which would in any such case be reasonably likely to result in any actual or contingent liability to improve or install new plant or equipment or to make good, repair, reinstate or clean up any property of any description or any asset now or previously owned, occupied or made use of by any past or present member of the Wider Countryside Group (or on its behalf) or by any person for which a member of the Wider Countryside Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest in any such case to any extent which is material in the context of the Wider Countryside Group;

Anti-corruption

- (j) Vistry not having discovered that:
 - (i) any member of the Wider Countryside Group or any person that performs or has performed services for or on behalf of any such company is or has engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or any other applicable anti-corruption legislation;
 - (ii) any member of the Wider Countryside Group is ineligible to be awarded any contract or business under regulation 57 of the Public Contracts Regulations 2015 or regulation 80 of the Utilities Contracts Regulations 2015 (each as amended); or
 - (iii) any member of the Wider Countryside Group has engaged in any transaction which would cause any member of the Wider Vistry Group to be in breach of applicable law or regulation upon Completion of the Combination, including the economic sanctions of the United States Office of Foreign Assets Control or HM Treasury, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, United States or the European Union or any of its member states, save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable Blocking Law;

No criminal property

- (k) Vistry not having discovered that any asset of any member of the Wider Countryside Group constitutes criminal property as defined by Section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition).

Part B: Certain further terms of the Combination

- 1 Subject to the requirements of the Panel, Vistry reserves the right, in its sole discretion, to waive, in whole or in part, all or any of the Conditions set out in Part A of Appendix I above,

except Conditions 2.1(i), 2.2(i), 2.3(i), 3(a) and 3(b), which cannot be waived. If any of Conditions 2.1(ii), 2.2(ii) and 2.3(ii) is not satisfied by the relevant deadline specified in the relevant Condition, Vistry shall make an announcement by 8:00 a.m. on the Business Day following such deadline confirming whether it has invoked the relevant Condition, waived the relevant deadlines, or agreed with Countryside to extend the relevant deadline.

- 2 If Vistry is required by the Panel to make an offer for Countryside Shares under the provisions of Rule 9 of the Code, Vistry may make such alterations to any of the above Conditions and terms of the Combination as are necessary to comply with the provisions of that Rule.
- 3 Vistry shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of the Conditions in Part A of Appendix I above that are capable of waiver by a date earlier than the latest date for the fulfilment of that Condition notwithstanding that the other Conditions of the Combination may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
- 4 Under Rule 13.5(a) of the Code and subject to paragraph 5 below, Vistry may only invoke a Condition so as to cause the Combination not to proceed, to lapse, or to be withdrawn with the consent of the Panel. The Panel shall normally only give its consent if the circumstances which give rise to the right to invoke the Condition are of material significance to Vistry in the context of the Combination. This shall be judged by reference to the facts of each case at the time that the relevant circumstances arise.
- 5 Condition 1, Conditions 2.1, 2.2, 2.3, 3(a) and 3(b), in Part A of Appendix I above, and, if applicable, any acceptance condition if the Combination is implemented by means of a Takeover Offer, are not subject to Rule 13.5(a) of the Code.
- 6 Any Condition that is subject to Rule 13.5(a) of the Code may be waived by Vistry.
- 7 The Countryside Shares acquired under the Combination shall be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of value (whether by reduction of share capital or share premium account or otherwise) made on or after the Effective Date (other than the Countryside Equalisation Dividend).
- 8 In respect of Countryside Shares, if, on or after the date of this announcement and on or prior to the Effective Date, any dividend, distribution, or other return of value is declared, made, or paid or becomes payable by Countryside, other than with respect to a Countryside Equalisation Dividend that is calculated in accordance with the Equalisation Formula, Vistry reserves the right (without prejudice to any right Vistry may have, with the consent of the Panel, to invoke Condition 3(g)(ii) in Part A of Appendix I to this announcement) to (at Vistry's sole discretion): (i) reduce the Combination Consideration by an amount equivalent to all or any part of such dividend, distribution, or other return of value or such excess, in which case any reference in this announcement to the Combination Consideration will be deemed to be a reference to the Combination Consideration as so reduced; or alternatively (ii) declare and

pay an equalisation dividend to Vistry Shareholders so as to reflect the value attributable to such dividend, distribution, or other return of value is declared or such excess.

If and to the extent that such a dividend, distribution, or other return of value has been declared or announced, but not paid or made, or is not payable by reference to a record date on or prior to the Effective Date and is or shall be: (i) transferred pursuant to the Combination on a basis which entitles Vistry to receive the dividend, distribution, or other return of value and to retain it; or (ii) cancelled, the consideration payable under the terms of the Combination shall not be subject to change in accordance with this paragraph 8.

Vistry also reserves the right to reduce the consideration payable under the Combination in such circumstances as are, and by such amount as is, permitted by the Panel.

Any exercise by Vistry of its rights referred to in this paragraph 8. shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Combination.

- 9** Vistry reserves the right to elect (with the consent of the Panel, and subject to the terms of the Co-operation Agreement) to implement the Combination by way of a Takeover Offer for the Countryside Shares as an alternative to the Scheme. In such event, the Takeover Offer shall be implemented on the same terms, so far as applicable, and subject to the terms of the Co-operation Agreement, as those which would apply to the Scheme, subject to appropriate amendments, including (without limitation) an acceptance condition set at a level permitted by the Panel.
- 10** The availability of the Combination to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements. The New Vistry Shares to be issued pursuant to the Combination have not been and will not be registered under the US Securities Act or the laws of any state, district or other jurisdiction of the United States or under any of the relevant securities laws of any other Restricted Jurisdiction. Accordingly, the New Vistry Shares may not be offered, sold or delivered, directly or indirectly, in the United States or any other Restricted Jurisdiction, except pursuant to exemptions from applicable requirements of any such jurisdiction (including the exemption from the registration requirements of the US Securities Act provided by Section 3(a)(10) thereof).
- 11** The Combination is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, email or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction where to do so would violate the laws of that jurisdiction.
- 12** The Combination is governed by the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales and to the Conditions and further terms set out in this Appendix I to this announcement and to be set out in the Scheme Document. The Combination is subject to the applicable requirements of the Code, the Panel, the FCA, and the London Stock Exchange.
- 13** The New Vistry Shares will be issued credited as fully paid and will rank *pari passu* in all aspects with the existing Vistry Shares in issue at the time including the right to receive and

retain in full all dividends and other distributions (if any) announced, declared, made or paid, or any other return of capital (whether by reduction of share capital or share premium account or otherwise) made, in each case by reference to a record date falling on or after the Effective Date.

- 14** Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
- 15** The Combination is subject to, *inter alia*, the Conditions set out in Part A and Part B of this Appendix I to this announcement. The Combination is also subject to the full terms and conditions which will be set out in the Scheme Document and such further terms as may be required to comply with the Listing Rules and the provisions of the Code.

APPENDIX II

SOURCES OF INFORMATION AND BASES OF CALCULATION

- (i) As at 2 September 2022 (being the latest practicable date prior to the date of this announcement), there were 499,723,298 Countryside Shares in issue (excluding 24,903,572 ordinary shares held in treasury). The International Securities Identification Number for the Countryside Shares is GB00BYPHNG03.
- (ii) Any references to the issued and to be issued ordinary share capital of Countryside are based on:
- the 499,723,298 Countryside Shares referred to in paragraph (i) above; plus
 - up to 3,801,199 Countryside Shares which may be issued after the date of this announcement to satisfy the exercise of options or vesting award pursuant to the Countryside Share Plans, which has been calculated on the following basis:
 - up to 191,496 Countryside Shares that may be issued to satisfy the exercise of options or vesting of awards pursuant to the Countryside Long Term Incentive Plan; plus
 - up to 3,609,703 Countryside Shares that may be issued to satisfy the exercise of options under the 2019, 2020, 2021 and 2022 SAYE Plans up to the Long-stop Date.
- The outstanding awards under Countryside's Buy-Out Plan over 80,214 Countryside Shares and Deferred Bonus Plan over 441,113 Countryside Shares cannot be satisfied with newly issued shares. The 41,247 Countryside Shares held by the Countryside employee benefit trust will be used to satisfy the vesting and exercise of part of those outstanding awards. The remaining outstanding awards over 480,080 Countryside Shares will be satisfied with Countryside Shares purchased in the market.
- (iii) The value of the Combination based on the Combination Consideration of 60 pence in cash and 0.255 of a New Vistry Share per Countryside Share is calculated on the basis of the issued and to be issued ordinary share capital of Countryside (as set out in paragraph (ii) above).
- (iv) The Closing Prices on each relevant date are taken from the Daily Official List.
- (v) Unless otherwise stated, the financial information relating to Countryside is extracted from:
- the audited consolidated financial statements of the Countryside Group for the financial year ended 30 September 2021, prepared in accordance with IFRS; and
 - the consolidated financial statements of the Countryside for the six months ended 31 March 2022, prepared in accordance with IFRS.
- (vi) The enlarged share capital of Vistry immediately following Completion has been calculated as the sum of:
- the current share capital of Vistry of 218,259,244 Vistry Shares (excluding 1,500,000 ordinary shares held in treasury); plus

- up to 128,398,747 Vistry Shares, which may be issued under the terms of the Combination (calculated as the number of the issued and to be issued ordinary share capital of Countryside as set out in paragraph (ii) above) multiplied by the Exchange Ratio.

The total number of Vistry Shares to be issued under the terms of the Combination will therefore be up to 346,657,991 Vistry Shares (excluding 1,500,000 ordinary shares held in treasury).

- (vii) Unless otherwise stated, the financial information relating to Vistry is extracted from the audited consolidated financial statements of Vistry for the year ended 31 December 2021, prepared in accordance with IFRS.

APPENDIX III

IRREVOCABLE UNDERTAKINGS

(a) Irrevocable Undertakings from Countryside Directors and Countryside Shareholders

The following holders or controllers of Countryside Shares have given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the Countryside General Meeting and, if Vistry exercises its right to implement the Combination by way of a Takeover Offer, to accept or procure acceptance of such offer:

Part A – Countryside Directors’ Irrevocable Undertakings

Name of Countryside Director	Number of Countryside Shares in respect of which undertaking is given	Percentage of Countryside issued ordinary share capital as at 2 September 2022 (excluding shares under options or awards)
Douglas Hurt	5,800	0.00%
Timothy Lawlor	367,459	0.07%
Amanda Burton	13,372	0.00%
Baroness Sally Morgan	12,638	0.00%
William Townsend	11,940	0.00%
Peter Lee	0	0.00%
Amanda Clack	0	0.00%
TOTAL	411,209	0.08%

These irrevocable undertakings also extend to any shares acquired by the Countryside Directors as a result of the vesting of awards or the exercise of options under the Countryside Share Plans.

The obligations of the Countryside Directors under the irrevocable undertakings shall lapse and cease to have effect on and from the following occurrences:

- this announcement is not released by 8:00 a.m. on 7 September 2022 (or such later date as Countryside and Vistry may agree);
- Vistry 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 Vistry in accordance with Rule 2.7 of the Code;
- the Scheme is withdrawn or lapses in accordance with its terms, except where such occurrence is as a result of: (i) Vistry exercising its right to implement the Combination by way of a Takeover Offer rather than a Scheme; or (ii) if the lapse or withdrawal either is not confirmed by Vistry or is followed within 10 business days by an announcement under Rule 2.7 of the Code by Vistry to implement the Combination either by a new, revised or replacement Scheme of Arrangement or Takeover Offer;
- any competing offer for Countryside is made which becomes or is declared unconditional or otherwise becomes effective; or

- the Long-stop Date.

These irrevocable undertakings remain binding in the event of a competing offer.

Part B – Non-director Countryside Shareholder irrevocable undertakings

Name of Countryside Shareholder giving undertaking	Number of Countryside Shares in respect of which undertaking is given	Percentage of Countryside issued ordinary share capital as at 2 September 2022
Browning West, LP ("Browning West")	75,277,738	15.1%
Inclusive Capital Partners LLP ("Inclusive Capital Partners")	45,812,728	9.2%
David Capital Partners, LLC ("David Capital Partners")	31,600,000	6.3%
Anson Advisors Inc. ("Anson Advisors")	28,413,878	5.7%
Abrams Capital Management L.P. ("Abrams Capital Management")	14,050,527	2.8%
TOTAL	195,154,871	39.1%

Anson Advisors presently has an interest in Countryside ordinary shares pursuant to derivatives. Anson Advisors has undertaken to:

- close out and settle the derivatives as soon as possible following this announcement under Rule 2.7 of the Code and then use reasonable endeavours to purchase the number of Countryside Shares in respect of which its irrevocable undertaking has been given (provided that, if Countryside Shares were required to be purchased on a publicly traded exchange, prior consent from the Panel to such acquisition would be required) and vote in favour of the Scheme and the resolutions to be proposed at the Countryside General Meeting (and, if Vistry exercises its right to implement the Combination by way of a Takeover Offer, to accept or procure acceptance of such offer) in respect of the Countryside Shares purchased; and
- the extent that it is unable to purchase the total number of Countryside Shares in respect of which its irrevocable undertaking has been given despite using reasonable endeavours to do so, to comply with the undertaking in respect of any Countryside Shares which it has been able to purchase and use reasonable endeavours to procure that the registered holder(s) of a number of Countryside Shares equal to the shortfall do(es) so.

The irrevocable undertakings shall lapse and cease to have effect:

- in the case of: (i) Abrams Capital Management, Anson Advisors and David Capital Partners, if an announcement under Rule 2.7 of the Code is not issued by Vistry on

or before the date which is 56 calendar days after 13 July 2022; (ii) Browning West, if an announcement under Rule 2.7 of the Code is not issued by Vistry on or before 9 September 2022; and (ii) Inclusive Capital Partners, if an announcement under Rule 2.7 of the Code is not issued by Vistry by 8:00 a.m. (London time) on 5 September 2022 (or such later date as agreed between Vistry and Countryside);

- if Vistry announces (with the consent of the Panel, if required) that it does not intend to proceed with the Combination and no new, revised or replacement Scheme of Arrangement or takeover offer (as applicable) is announced by Vistry in accordance with Rule 2.7 of the Code;
- in the case of Abrams Capital Management, Anson Advisors, Browning West and David Capital Partners, if the Scheme does not become Effective (or, if the Combination were to be implemented by a Takeover Offer, that such offer does not become or is not declared unconditional in all respects) on or before the date that is six months after the date on which an announcement under Rule 2.7 of the Code is issued by Vistry, provided that this shall not apply where the Combination is withdrawn or lapses solely as a result of Vistry exercising its right to implement the Combination by way of a takeover offer rather than a scheme of arrangement (or vice versa). In the case of Abrams Capital Management, such period shall be extended by six months if an in-depth anti-trust proceeding has been issued in respect of the Combination;
- in the case of Inclusive Capital Partners, if the Scheme (or Takeover Offer, as applicable): (i) has not become effective by 6:00 p.m. (London time) on the Long-stop Date (or such later time as agreed between Vistry and Countryside with Court and/or Panel approval, if required); or (ii) does not become effective, is withdrawn or lapses in accordance with its terms, provided that this shall not apply where the Combination is withdrawn or lapses solely as a result of Vistry exercising its right to implement the Combination by way of a takeover offer rather than a scheme of arrangement (or vice versa), or the lapse or withdrawal is followed within five business days by an announcement under Rule 2.7 of the Code by Vistry by a new, revised or replaced scheme of arrangement or takeover offer; or
- if a competing takeover offer is declared unconditional in all respects or, if implemented by way of a scheme of arrangement, becomes effective.

The irrevocable undertakings therefore remain binding in the event an alternate or higher competing possible offer or offer is made for Countryside. In addition:

- the irrevocable undertakings given by Anson Advisors, Abrams Capital Management, David Capital Partners and Inclusive Capital Partners prevent them from (amongst other things) disposing of all or any part of the Countryside Shares subject to their respective irrevocable undertakings unless pursuant to the terms of the Combination; and
- the irrevocable undertaking given by Browning West prevents it from (amongst other things) disposing of all or any part of the Countryside Shares subject to the irrevocable undertaking unless pursuant to the terms of the Combination, provided that (unless otherwise agreed by Browning West in writing) after 30 September 2022 Browning West is permitted to dispose of up to 23,974,658 Countryside Shares in aggregate (subject to applicable law) and the number of Countryside Shares subject to the terms of the irrevocable undertaking shall be reduced accordingly.

(b) Irrevocable undertakings from Vistry Directors

The following Vistry Directors have given irrevocable undertakings to vote (or procure the vote) in favour of the Vistry Resolutions to be proposed at the Vistry General Meeting in relation to the following Vistry Shares currently held by them as well as any further Vistry Shares they may acquire:

Name	Number of Vistry Shares in respect of which undertaking is given	Percentage of Vistry issued ordinary share capital as at 2 September 2022 (excluding shares under option or awards)
Gregory Fitzgerald	486,242	0.22%
Earl Sibley	14,272	0.01%
Margaret Browne	9,832	0.00%
Graham Prothero	7,531	0.00%
Ashley Steel	3,059	0.00%
Ralph Findlay	2,868	0.00%
Katherine Innes Ker	850	0.00%
TOTAL	524,654	0.24%

These irrevocable undertakings also extend to any shares acquired by the Vistry Directors as a result of the vesting of awards or the exercise of options under the Vistry Share Plans.

The obligations of the Vistry Directors under the irrevocable undertakings shall lapse and cease to have effect on and from the following occurrences:

- this announcement is not released by 8:00 a.m. on 7 September 2022 (or such later date as Countryside and Vistry may agree);
- Vistry announces, with the consent of the Panel, and before the Offer Document or Scheme Document and the Vistry Circular is published, that it does not intend to proceed with the Combination and no new, revised or replacement Scheme is announced by Vistry in accordance with Rule 2.7 of the Code;
- the Scheme is withdrawn or lapses in accordance with its terms, except where such occurrence is as a result of: (i) Vistry exercising its right to implement the Combination by way of a Takeover Offer rather than a Scheme; or (ii) if the lapse or withdrawal either is not confirmed by Vistry or is followed within 10 business days by an announcement under Rule 2.7 of the Code by Vistry to implement the Combination either by a new, revised or replacement Scheme of Arrangement or Takeover Offer;
- any competing offer for Countryside is made which becomes or is declared unconditional or otherwise becomes effective; or
- the Long-stop Date.

APPENDIX IV STATEMENT ON QUANTIFIED FINANCIAL BENEFITS

PART A

Vistry has made the following quantified financial benefits statement in paragraph 4 of the announcement (the “**Quantified Financial Benefits Statement**”):

“The Vistry Directors, having reviewed and analysed the potential cost synergies of the Combination, and taking into account the factors they can influence, believe that the Combined Group can deliver at least £50 million of pre-tax recurring cost synergies on an annual run-rate basis by the end of the second year following Completion.

The quantified cost synergies, which are expected to originate from the cost bases of both the Vistry Group and the Countryside Group, are expected to be realised primarily from:

- (i) procurement-related savings (primarily direct materials) driven by:
 - price harmonisation through moving existing business to the best price currently available to the Vistry Group and the Countryside Group;
 - rebate optimisation based on the Vistry Group’s and the Countryside Group’s existing rebate structure; and
 - volume-based pricing leverage and harmonisation of specifications across the Combined Group,expected to contribute approximately 33 per cent. (£16.7 million) of the full run-rate pre-tax cost synergies;*
- (ii) consolidation of central and support functions, including third party costs, expected to contribute approximately 32 per cent. (£16.2 million) of the full run-rate pre-tax cost synergies;*
- (iii) optimisation of the Partnerships operating model, including divisional and regional structures, expected to contribute approximately 21 per cent. (£10.3 million) of the full run-rate pre-tax cost synergies; and*
- (iv) rationalisation of board, senior management and duplicate public company costs, expected to contribute approximately 14 per cent. (£6.8 million) of the full run-rate pre-tax cost synergies.*

The Vistry Directors expect that approximately 70 per cent. (£35 million) of the annual run-rate pre-tax cost synergies will be realised by the end of the first year following Completion, with the full run-rate achieved by the end of the second year following Completion.

The Vistry Directors estimate that the realisation of the quantified cost synergies will result in one-off costs of approximately £48 million, with approximately 95 per cent. incurred in the first year following Completion and the remainder by the end of the second year following Completion.

Potential areas of dis-synergy expected to arise in connection with the Combination have been considered and were determined by the Vistry Directors to be immaterial to the above analysis.

The identified cost synergies will accrue as a direct result of the Combination, would not be achieved on a standalone basis and are incremental to the Countryside Group's previously announced cost-saving programme. The identified pre-tax cost synergies reflect both the beneficial elements and relevant costs."

The Vistry Directors believe that the Combined Group will be able to achieve the synergies set out in the Quantified Financial Benefits Statement.

Further information on the bases of belief supporting the Quantified Financial Benefits Statement, including the principal assumptions and sources of information, is set out below.

Bases of calculation of the Quantified Financial Benefits Statement

In preparing the Quantified Financial Benefits Statement, Countryside has provided Vistry with certain operating and financial information to facilitate a detailed analysis in support of evaluating the potential synergies available from the Combination. In circumstances where data has been limited for commercial, regulatory or other reasons, Vistry management has made estimates and assumptions to aid its development of individual synergy initiatives. The assessment and quantification of the potential synergies have, in turn, been informed by the Vistry management's industry experience and knowledge of the existing businesses, together with close consultation with Countryside.

The cost base used as the basis for the quantified exercise is:

- relating to non-staff costs:
 - financial information for the last 12 months for both the Vistry Group and the Countryside Group (for the 12 months to 30 June 2022 and 31 March 2022, respectively); and
 - procurement-related savings have been quantified based on unit volumes for the Vistry Group and the Countryside Group for the years ending 31 December 2022 and 30 September 2022, respectively. Direct procurement cost savings, which have been assessed using a clean team exercise run by a third party, have been quantified based on current unit costs; and
- relating to staff costs, the latest available headcount and associated annualised direct per-head costs for both the Vistry Group and the Countryside Group.

For the potential synergies arising from the combination of group functions, organisation information was reviewed. The assessment and quantification of such potential synergies have in turn been informed by Vistry management's industry experience as well as their experience of executing and integrating past acquisitions.

Cost-saving assumptions were based on a detailed, bottom-up evaluation of the benefits available from elimination of duplicate activities, the leverage of combined scale economics and operational efficiencies arising from consolidation of procurement and activities within operational facilities. In determining the estimate of costs savings achievable through the combination of Vistry and Countryside, no savings relating to operations have been included where no overlap exists.

In general, the synergy assumptions have in turn been risk-adjusted, exercising a degree of prudence in the calculation of the estimated synergy benefit set out above.

Where appropriate, assumptions were used to estimate the costs of implementing the new structures, systems and processes required to realise the synergies. In particular, the Vistry Directors have made the following assumptions, which are outside the influence of Vistry:

- there will be no material impact on the underlying operations of either the Vistry Group or the Countryside Group as a result of the Combination or their ability to continue to conduct their businesses;
- there will be no material divestments from the Countryside Group;
- there will be no material change to macroeconomic, political, inflationary, regulatory or legal conditions in the markets or regions in which the Vistry Group and the Countryside Group operate that will materially impact on the implementation of the synergy plans or costs to achieve the proposed cost savings;
- there will be no material change in current foreign exchange rates or interest rates;
- there will be no material change in accounting standards; and
- there will be no change in tax legislation or tax rates or other legislation in the United Kingdom that could materially impact the ability to achieve any benefits.

In addition, the Vistry Directors have made an assumption within the influence of Vistry that there will be no material divestments from the Vistry Group.

In addition, the Vistry Directors have assumed that the cost synergies are substantively within Vistry's control, albeit that certain elements are dependent in part on negotiations with third parties.

Reports

As required by Rule 28.1(a) of the Code, PricewaterhouseCoopers, as reporting accountants to Vistry, have provided a report stating that, in their opinion, the Quantified Financial Benefits Statement has been properly compiled on the basis stated. In addition, HSBC and Lazard as financial advisers to Vistry, have each provided a report stating that, in their view, the Quantified Financial Benefits Statement has been prepared with due care and consideration.

Copies of these reports are included in this Appendix IV to this announcement. Each of PricewaterhouseCoopers, HSBC and Lazard has given and not withdrawn its consent to the publication of its report in this announcement in the form and context in which it is included.

Important Notes

1. The statements of estimated pre-tax cost synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost synergies referred to may not be achieved, or those achieved could be materially different from those estimated.
2. No statement in the Quantified Financial Benefits Statement, or this announcement generally, should be construed as a profit forecast or interpreted to mean that Vistry's earnings in the full first full year following the Combination, or in any subsequent period, would necessarily match or be greater than or be less than those of Vistry and/or Countryside for the relevant preceding financial period or any other period.
3. Due to the scale of the Combined Group, there may be additional changes to the Combined Group's operations. As a result, and given the fact that the changes relate to the future, the resulting pre-tax cost synergies may be materially greater or less than those estimated.

PART B

**REPORT FROM PRICEWATERHOUSECOOPERS LLP ON QUANTIFIED FINANCIAL
BENEFITS STATEMENT**

The Directors (the “**Directors**”)
Vistry Group PLC
11 Tower View
Kings Hill
West Malling
ME19 4UY
United Kingdom

HSBC Bank plc
8 Canada Square
London
E14 5HQ
United Kingdom

Lazard & Co., Limited (together with HSBC Bank plc, the “**Joint Financial Advisors**”)
50 Stratton St
London
W1J 8LL
United Kingdom

5 September 2022

Dear Ladies and Gentlemen

Report on the Quantified Financial Benefits Statement by Vistry Group PLC (the “Company”)

We report on the quantified financial benefits statement (the “**Statement**”) by the Directors included in the announcement dated 5 September 2022 (the “**Announcement**”) to the effect that:

“The Vistry Directors, having reviewed and analysed the potential cost synergies of the Combination, and taking into account the factors they can influence, believe that the Combined Group can deliver at least £50 million of pre-tax recurring cost synergies on an annual run-rate basis by the end of the second year following Completion.

The quantified cost synergies, which are expected to originate from the cost bases of both the Vistry Group and the Countryside Group, are expected to be realised primarily from:

- (i) *procurement-related savings (primarily direct materials) driven by:*
- *price harmonisation through moving existing business to the best price currently available to the Vistry Group and the Countryside Group;*
 - *rebate optimisation based on the Vistry Group’s and the Countryside Group’s existing rebate structure; and*
 - *volume-based pricing leverage and harmonisation of specifications across the Combined Group,*

expected to contribute approximately 33 per cent. (£16.7 million) of the full run-rate pre-tax cost synergies;

- (ii) consolidation of central and support functions, including third party costs, expected to contribute approximately 32 per cent. (£16.2 million) of the full run-rate pre-tax cost synergies;*
- (iii) optimisation of the Partnerships operating model, including divisional and regional structures, expected to contribute approximately 21 per cent. (£10.3 million) of the full run-rate pre-tax cost synergies; and*
- (iv) rationalisation of board, senior management and duplicate public company costs, expected to contribute approximately 14 per cent. (£6.8 million) of the full run-rate pre-tax cost synergies.*

The Vistry Directors expect that approximately 70 per cent. (£35 million) of the annual run-rate pre-tax cost synergies will be realised by the end of the first year following Completion, with the full run-rate achieved by the end of the second year following Completion.

The Vistry Directors estimate that the realisation of the quantified cost synergies will result in one-off costs of approximately £48 million, with approximately 95 per cent. incurred in the first year following Completion and the remainder by the end of the second year following Completion.

Potential areas of dis-synergy expected to arise in connection with the Combination have been considered and were determined by the Vistry Directors to be immaterial to the above analysis.

The identified cost synergies will accrue as a direct result of the Combination, would not be achieved on a standalone basis and are incremental to the Countryside Group's previously announced cost-saving programme. The identified pre-tax cost synergies reflect both the beneficial elements and relevant costs."

This report is required by Rule 28.1(a)(i) of the City Code on Takeovers and Mergers (the "**Takeover Code**") and is given for the purpose of complying with that requirement and for no other purpose.

Opinion

In our opinion, the Statement has been properly compiled on the basis stated.

The Statement has been made in the context of the disclosures in Part A of Appendix IV to the Announcement setting out the basis of the Directors' belief (including the principal assumptions and sources of information) supporting the Statement and their analysis and explanation of the underlying constituent elements.

Responsibilities

It is the responsibility of the Directors to prepare the Statement in accordance with the requirements of Rule 28 of the Takeover Code.

It is our responsibility to form our opinion, as required by Rule 28.1(a)(i) of the Takeover Code, as to whether the Statement has been properly compiled on the basis stated and to report that opinion to you.

Save for any responsibility which we may have to those persons to whom this report is expressly addressed or to the shareholders of the Company as a result of the inclusion of this report in the Announcement, and for any responsibility arising under Rule 28.1(a)(i) of the Takeover Code to any

person as and to the extent therein provided, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with Rule 23.2 of the Takeover Code, consenting to its inclusion in the Announcement.

Basis of preparation of the Statement

The Statement has been prepared on the basis stated in Part A of Appendix IV to the Announcement.

Basis of opinion

We conducted our work in accordance with the Standards for Investment Reporting issued by the Financial Reporting Council (“**FRC**”) in the United Kingdom. We are independent in accordance with the FRC’s Ethical Standard as applied to Investment Circular Reporting Engagements, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We have discussed the Statement, together with the underlying plans (relevant bases of belief/including sources of information and assumptions), with the Directors and the Joint Financial Advisors. Our work did not involve any independent examination of any of the financial or other information underlying the Statement.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the Statement has been properly compiled on the basis stated.

We do not express any opinion as to the achievability of the benefits identified by the Directors in the Statement.

Since the Statement and the assumptions on which it is based relate to the future and may therefore be affected by unforeseen events, we express no opinion as to whether the actual benefits achieved will correspond to those anticipated in the Statement and the differences may be material.

Yours faithfully

PricewaterhouseCoopers LLP

Chartered Accountants

PricewaterhouseCoopers LLP is a limited liability partnership registered in England with registered number OC303525. The registered office of PricewaterhouseCoopers LLP is 1 Embankment Place, London WC2N 6RH. PricewaterhouseCoopers LLP is authorised and regulated by the Financial Conduct Authority for designated investment business.

PART C

**REPORT FROM HSBC BANK PLC AND LAZARD & CO., LIMITED ON QUANTIFIED
FINANCIAL BENEFITS STATEMENT**

The Directors (the “**Directors**”)
Vistry Group PLC
11 Tower View
Kings Hill
West Malling
ME19 4UY
United Kingdom

5 September 2022

Dear Sirs

Possible combination of Vistry and Countryside – Quantified Financial Benefits Statement made by Vistry

We refer to the Quantified Financial Benefits Statement, the bases of belief thereof and the notes thereto (together, the “**Statement**”) made by Vistry as set out in Part A of the Appendix to this announcement, for which the board of directors of Vistry (the “**Directors**”) are solely responsible under Rule 28 of the City Code on Takeovers and Mergers (the “**Code**”).

We have discussed the Statement (including the assumptions and sources of information referred to therein), with the Directors and those officers and employees of Vistry who developed the underlying plans, as well as with PricewaterhouseCoopers LLP. The Statement is subject to uncertainty as described in this announcement and our work did not involve an independent examination of any of the financial or other information underlying the Statement.

We have relied upon the accuracy and completeness of all the financial and other information provided to us by, or on behalf of, Vistry, or otherwise discussed with or reviewed by us, and we have assumed such accuracy and completeness for the purposes of providing this letter.

We do not express any opinion as to the achievability of the quantified financial benefits identified by the Directors.

We have also reviewed the work carried out by PricewaterhouseCoopers LLP and have discussed with them the opinion set out in Part B of the Appendix IV to this announcement addressed to yourselves and ourselves on this matter.

This letter is provided to you solely in connection with Rule 28.1(a)(ii) of the Code and for no other purpose. We accept no responsibility to Vistry or its shareholders or any person other than the Directors in respect of the contents of this letter. Each of us is acting as financial adviser to Vistry and no one else in connection with the transaction referred to in this announcement and it was solely for the purpose of complying with Rule 28.1(a)(ii) of the Code that Vistry requested us to prepare this report on the Statement. No person other than the Directors can rely on the contents of this letter, and to the fullest extent permitted by law, we exclude all liability (whether in contract, tort or otherwise) to any other person, in respect of this letter, its contents, or the work undertaken in connection with this letter, or any of the results or conclusions that can be derived from this letter or any written or oral information provided in connection with this letter, and any such liability is expressly disclaimed except to the extent that such liability cannot be excluded by law.

On the basis of the foregoing, we consider that the Statement, for which you as the Directors are solely responsible, has been prepared with due care and consideration.

Yours faithfully

HSBC Bank plc

Lazard & Co., Limited

APPENDIX V DEFINITIONS

The following definitions apply throughout this announcement unless the context requires otherwise:

Adjusted EBIT	earnings before interest and tax including share of operating profit from joint ventures and associates and excluding non-underlying items
Adjusted Revenue	revenue including share of revenue from joint ventures and associates
Admission	admission of the New Vistry Shares to the premium listing segment of the Official List and to trading on the Main Market of the London Stock Exchange
Authorisations	regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals
Blocking Law	(i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union); or (ii) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018
bps	basis points
Business Day	a day (other than Saturdays, Sundays and public holidays in the UK) on which banks are open for business in London
Clearances	any approvals, consents, clearances, permissions, confirmations, comfort letters and waivers that may need to be obtained and waiting periods that may need to have expired, from or under any of the laws, regulations or practices applied by any Relevant Authority (or under any agreements or arrangements to which any Relevant Authority is a party), in each case that are necessary and/or expedient to satisfy the Regulatory Conditions
Closing Price	the closing middle market price of a Countryside Share on a particular trading day as derived from the Daily Official List
CMA	the UK Competition and Markets Authority, the competent UK authority, department of the government of the United Kingdom, responsible for competition
Code	the City Code on Takeovers and Mergers
Combination	the recommended cash and share offer being made by Vistry to acquire the entire issued and to be issued ordinary share capital of Countryside to be effected by means of the Scheme (or by way of a Takeover Offer under certain

	circumstances described in this announcement) and, where the context admits, any subsequent revision, variation, extension or renewal thereof
Combination Consideration	the consideration offered by Vistry under the terms of Combination in the form of 60 pence in cash and 0.255 of a New Vistry Share for each Countryside Share
Combined Group	the combined Countryside Group and Vistry Group following Completion of the Combination
Companies Act	the Companies Act 2006, as amended from time to time
Competition and Markets Authority	a UK statutory body established under the Enterprise and Regulatory Reform Act 2013
Computershare	Computershare Investor Services PLC
Conditions	the conditions to the implementation of the Combination, as set out in Appendix I to this announcement and to be set out in the Scheme Document
Confidentiality Agreement	the confidentiality and standstill agreement dated 22 July 2022 between Vistry and Countryside as described in paragraph 19 of this announcement
Confidentiality and Joint Defence Agreement	the confidentiality and joint defence agreement dated 10 August 2022 between Vistry, Countryside and their respective legal advisers, as described in paragraph 19 of this announcement
Co-operation Agreement	the agreement dated 5 September 2022 between Vistry and Countryside relating to, among other things, the implementation of the Combination, as described in paragraph 19 of this announcement
Countryside	Countryside Partnerships PLC
Countryside Board	the board of directors of Countryside at the time of this announcement or, where the context so requires, the board of directors of Countryside from time to time
Countryside Directors	the directors of Countryside at the time of this announcement or, where the context so requires, the directors of Countryside from time to time
Countryside General Meeting	the general meeting of Countryside Shareholders (including any adjournment thereof) to be convened in connection with the Scheme
Countryside Group	Countryside and its subsidiary undertakings and, where the context permits, each of them
Countryside Share Plans	each of Countryside's share plans, including the long-term incentive plan, the deferred bonus plan and the save as you earn plan
Countryside Shareholders	the holders of Countryside Shares

Countryside Shares	the existing unconditionally allotted or issued and fully paid ordinary shares of £0.01 each in the capital of Countryside and any further such ordinary shares which are unconditionally allotted or issued before the Scheme becomes Effective
Court	the High Court of Justice in England and Wales
Court Hearing	the hearing by the Court of the application to sanction the Scheme under Part 26 of the Companies Act
Court Meeting	the meeting of Countryside Shareholders to be convened pursuant to an order of the Court under the Companies Act for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment), including any adjournment thereof, notice of which is to be contained in the Scheme Document
Court Order	the order of the Court sanctioning the Scheme
CREST	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear
Daily Official List	the Daily Official List published by the London Stock Exchange
Dealing Arrangement	an arrangement of the kind referred to in Note 11(a) on the definition of acting in concert in the Code
Dealing Disclosure	has the same meaning as in Rule 8 of the Code
Disclosed	the information disclosed by or on behalf of Countryside: (i) in the annual report and accounts of the Countryside Group for the financial year ended 30 September 2021; (ii) in this announcement; (iii) in any other announcement to a Regulatory Information Service by, or on behalf of Countryside in the calendar year prior to the date of this announcement; or (iv) as otherwise fairly disclosed to Vistry (or its respective officers, employees, agents or advisers) prior to the date of this announcement
DLUHC	the UK Government's Department for Levelling Up, Housing and Communities
EBIT	earnings before interest and taxes
Effective	in the context of the Combination: <ul style="list-style-type: none"> (a) if the Combination is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms; or (b) if the Combination is implemented by way of a Takeover Offer, such Takeover Offer having been declared and become unconditional in accordance with the Code

Effective Date or Completion	the date on which either: (i) the Scheme becomes Effective in accordance with its terms; or (ii) if Vistry elects (with the consent of the Panel, and subject to the terms of the Co-operation Agreement) to implement the Combination by way of a takeover offer (as defined in Chapter 3 of Part 28 of the Companies Act), the date on which such takeover offer becomes or is declared unconditional
Equiniti	Equiniti Limited
Euroclear	Euroclear UK & International Limited
Exchange Ratio	the share exchange ratio under the Combination of 0.255 of a New Vistry Share in exchange for each Countryside Share
Facility Agreement	the pound sterling term loan facility agreement dated 5 September 2022 between, among others, Vistry as company and original borrower and HSBC as mandated lead arranger, original lender and agent, to provide, among other things, the funding of the cash consideration for the Combination
FCA	the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of the FSMA
Formal Sales Process	the formal sales process announced by Countryside on 13 June 2022
Forms of Election	the form or forms of election for use in connection with the Mix and Match Facility
Forms of Proxy	the forms of proxy for use in connection with each of the Court Meeting and the Countryside General Meeting, which shall accompany the Scheme Document and/or the forms of proxy for use in connection with the Vistry General Meeting, which shall accompany the Vistry Circular, as applicable
FSMA	the Financial Services and Markets Act 2000, as amended from time to time
Gearing	net debt divided by tangible net asset value, where net debt is calculated as total borrowings (including current and non-current borrowings as shown in the balance sheet and excluding land creditors) less cash and cash equivalents, and tangible net asset value is calculated as total equity less intangible assets
HSBC	HSBC Bank plc
IFRS	International Financial Reporting Standards as adopted by the UK
Lazard	Lazard & Co., Limited

Listing Rules	the listing rules made by the FCA under Part VI of the FSMA and forming part of the FCA Handbook, as amended from time to time
London Stock Exchange	London Stock Exchange plc
Long-stop Date	6 September 2023, or such later date as may be agreed by Vistry and Countryside (with the Panel's consent and as the Court may approve (if such approval(s) are required))
Main Market	the London Stock Exchange's main market for listed securities
Market Abuse Regulation	Regulation (EU) No 596/2014 and the delegated acts, implementing acts, technical standards and guidelines thereunder as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended from time to time
Mix and Match Facility	the facility under which Countryside Shareholders are entitled to elect to vary the proportions in which they receive New Vistry Shares and in which they receive cash in respect of their holdings of Countryside Shares to the extent that other such Countryside Shareholders make off-setting elections
New Vistry Shares	the new Vistry Shares proposed to be issued to Countryside Shareholders in connection with the Combination
Offer Document	the document containing a Takeover Offer
Offer Period	the offer period (as defined by the Code) relating to Countryside, which commenced on 5 September 2022
Official List	the Official List of the FCA
Opening Position Disclosure	has the same meaning as in Rule 8 of the Code
Overseas Shareholders	Countryside Shareholders (or nominees of, or custodians or trustees for Countryside Shareholders) not resident in, or nationals or citizens of, the United Kingdom
Panel	the Panel on Takeovers and Mergers
PRA	the Prudential Regulation Authority
PricewaterhouseCoopers	PricewaterhouseCoopers LLP
Quantified Financial Benefits Statement	the statements of estimated cost savings and synergies arising out of the Combination set out in Appendix IV to this announcement
Registrar of Companies	the Registrar of Companies in England and Wales
Regulatory Clean Team Protocol	the Regulatory Clean Team Protocol put in place on 22 July 2022 by Vistry and Countryside in relation to the disclosure of competitively sensitive confidential information between Vistry's external legal counsel and/or Vistry's experts and/or

	specific Vistry individuals and Countryside's external legal counsel and/or Countryside's experts and/or specific Countryside individuals for the purposes of, <i>inter alia</i> , planning for the Combination and obtaining the consent of competition authorities and/or other regulatory clearances in connection with the Combination, as described in paragraph 19 of this announcement
Regulatory Conditions	the Conditions set out in paragraphs 3.3(c) to 3.3(e) (inclusive) of Part A of Appendix I of this announcement
Regulatory Information Service	any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements
Relevant Authority	any central bank, ministry, governmental, quasi-governmental, supranational (including the European Union), statutory, regulatory or investigative body, authority or tribunal (including any national or supranational anti-trust, competition or merger control authority, any sectoral ministry or regulator and any foreign investment review body), national, state, municipal or local government (including any subdivision, court, tribunal, administrative agency or commission or other authority thereof), any entity owned or controlled by them, any private body exercising any regulatory, taxing, importing or other authority, trade agency, association, institution or professional or environmental body in any jurisdiction, including, for the avoidance of doubt, the Panel
Restricted Jurisdiction	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Combination is sent or made available to Countryside Shareholders
Restricted Overseas Person	Countryside Shareholders resident in, or nationals or citizens of, Restricted Jurisdictions or who are nominees or custodians, trustees or guardians for, citizens, residents or nationals of such Restricted Jurisdictions
ROCE	return on capital employed
Rothschild & Co	N.M. Rothschild & Sons Limited
Scheme or Scheme of Arrangement	the proposed scheme of arrangement under Part 26 of the Companies Act between Countryside and the Countryside Shareholders in connection with the Combination, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Countryside and Vistry
Scheme Document	the document to be sent to Countryside Shareholders containing, amongst other things, the Scheme and the

	notices convening the Court Meeting and the Countryside General Meeting
SEC	the US Securities and Exchange Commission
Share Buyback Programme	the share buyback programme announced by Countryside on 7 July 2021
Significant Interest	in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in Section 548 of the Companies Act) of such undertaking
SONIA	the sterling overnight index average
Takeover Offer	should the Combination be implemented by way of a Takeover Offer as defined in Chapter 3 of Part 28 of the Companies Act, the offer to be made by or on behalf of Vistry to acquire the entire issued and to be issued ordinary share capital of Countryside and, where the context admits, any subsequent revision, variation, extension or renewal of such takeover offer
Third Party	each of a central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body or any other body or person whatsoever in any jurisdiction
United Kingdom or UK	the United Kingdom of Great Britain and Northern Ireland
United States or US	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof
US Exchange Act	the United States Securities Exchange Act 1934
Vistry	Vistry Group PLC
Vistry Circular	the circular relating to approval of the Combination to be sent by Vistry to Vistry Shareholders summarising the background to and reasons for the Combination, which will include a notice convening the Vistry General Meeting containing the Vistry Resolutions
Vistry Directors	the directors of Vistry at the time of this announcement or, where the context so requires, the directors of Vistry from time to time
Vistry General Meeting	the general meeting of Vistry (including any adjournment thereof) to be convened for the purpose of considering, and if thought fit approving, the Vistry Resolutions (as well as any incidental or related matter that Vistry may wish to place

	before such meeting), notice of which will be sent to Vistry Shareholders
Vistry Group	Vistry and its subsidiary undertakings and, where the context permits, each of them
Vistry Prospectus	the prospectus be produced by Vistry in respect of the New Vistry Shares to be issued to Countryside Shareholders in connection with the Combination
Vistry Resolutions	means the shareholder resolutions of Vistry necessary to approve, effect and implement the Combination, including, without limitation, to: (i) approve the Combination as a Class 1 transaction for the purposes of the Listing Rules; and (ii) grant authority to the Vistry Directors to allot the New Vistry Shares, and any amendment(s) thereof
Vistry Share Plans	means the employee share plans of Vistry as described in the Vistry annual report for the 12 months ended 31 December 2021
Vistry Shareholders	the holders of Vistry Shares
Vistry Shares	the allotted and issued ordinary shares of 50 pence each in the capital of Vistry
Wider Countryside Group	Countryside and associated undertakings and any other body corporate, partnership, joint venture or person in which Countryside and such undertakings (aggregating their interests) have a Significant Interest
Wider Vistry Group	Vistry and associated undertakings and any other body corporate, partnership, joint venture or person in which Vistry and all such undertakings (aggregating their interests) have a Significant Interest

For the purposes of this announcement, “**subsidiary**”, “**subsidiary undertaking**”, “**undertaking**” and “**associated undertaking**” have the respective meanings given thereto by the Companies Act.

All references to “**£**” and “**pence**” are to the lawful currency of the United Kingdom.

All the times referred to in this announcement are London times unless otherwise stated.

References to the singular include the plural and vice versa.

SCHEDULE 2
REMUNERATION PROPOSAL

1 Operation of the Countryside Incentive Arrangements prior to the Effective Date

- 1.1 Countryside confirms that as at 2 September 2022, there are 11,652,103 Countryside Shares subject to subsisting Awards under the Countryside Share Schemes.
- 1.2 Vistry acknowledges and agrees that subject always to Rule 21.1 of the Code, prior to the Effective Date, the Countryside board of directors (the **Countryside Board**) (and where appropriate the remuneration committee of the Countryside Board (the **Countryside Remuneration Committee**)) may operate the Countryside Incentive Arrangements as they consider appropriate in accordance with the existing rules of the applicable plan and Countryside's normal practice and, where relevant, the Countryside directors' remuneration policy. For the avoidance of doubt, "operate" means:
- (a) determining the terms of and granting new awards under the Countryside Incentive Arrangements;
 - (b) satisfying the vesting, exercise and release of Awards by issuing new Countryside Shares or procuring the transfer of Countryside Shares from the EBT or from treasury; and
 - (c) determining the treatment of awards held by participants in the Countryside Incentive Arrangements who cease employment prior to the Effective Date.
- 1.3 In the event that the Effective Date is expected to fall after the normal grant date for 2022/23 Long Term Incentive Plan awards, then:
- (a) before granting any awards under the Long Term Incentive Plan for the 2022/23 financial year, Countryside will seek the consent of the Panel and consult Vistry and, acting in good faith, will take account of any reasonable representations made by Vistry;
 - (b) such awards and/or options will lapse if the Court sanctions the Scheme by 28 February 2023; and
 - (c) to the extent any such awards have not lapsed, they will vest in connection with the Combination subject to time pro rating and the outcome of any applicable performance conditions.

2 Treatment of Countryside Incentive Arrangements in connection with the Combination

- 2.1 Vistry acknowledges and agrees that the Countryside Remuneration Committee may determine the treatment of outstanding entitlements under the Countryside Incentive Arrangements in connection with the Combination in accordance with the rules of the applicable plan and, where relevant, the Countryside directors' remuneration policy, subject to the terms of this Schedule.
- 2.2 Vistry will make appropriate proposals to the participants in the Countryside Share Schemes, in accordance with Rule 15 of the Code (the **Proposals**), based on the treatment set out below. The parties intend that the Proposals will take the form of joint proposals from Vistry and Countryside to participants in the Countryside Share Schemes, prepared by Countryside and agreed with Vistry.
- 2.3 The parties agree the following in respect of subsisting Awards under the Countryside Share Schemes:

(a) **Long Term Incentive Plan**

The vesting of Awards under the Long Term Incentive Plan is subject to satisfaction of performance conditions.

In respect of Awards granted under the Long Term Incentive Plan in 2019, 2020 and 2021 (the **"2019, 2020 and 2021 Awards"**), it is expected that the Countryside Remuneration Committee will determine that the performance conditions are unlikely to be met in connection with the Combination and has determined to apply a time based reduction to the number of Countryside Shares subject to the 2019, 2020 and 2021 Awards. Accordingly, the 2019, 2020 and 2021 Awards over 5,470,532 Countryside Shares under the Long Term Incentive Plan are expected to lapse on the Effective Date in accordance with their terms.

In respect of the Award granted under the Long Term Incentive Plan in 2022 (the **"2022 Award"**), it is expected that the Countryside Remuneration Committee will determine that:

- (i) the performance conditions are likely to be satisfied in full, and
- (ii) pro rating will apply such that two-thirds of the 2022 Award vests on the date the Court sanctions the Scheme (and the remainder lapses),

provided that the participant agrees that he shall hold that number of Vistry Shares which on the Effective Date have a value equal to the net (i.e. after tax) value of the Countryside Shares received pursuant to the vesting of the 2022 Award, until at least 1 June 2025 (which will count towards Vistry's executive directors' shareholding guidelines).

Accordingly, the 2022 Award will vest in connection with the Combination in respect of no more than 191,496 Countryside Shares

(b) **Buy-Out Plan**

The vesting of Awards under the Buy-Out Plan (**Buy-Out Plan Awards**) is subject to satisfaction of performance conditions.

In respect of the Buy-Out Plan Awards, it is expected that the Countryside Remuneration Committee will determine that the performance conditions are likely to be satisfied in full. The Countryside Remuneration Committee has determined not to apply a time based reduction to the vesting of the Buy-Out Plan Awards. Accordingly, the Buy-Out Plan Awards will vest in connection with the Combination in respect of no more than 80,214 Countryside Shares.

(c) **Deferred Bonus Plan**

Awards granted under the Deferred Bonus Plan will vest in full in respect of no more than 441,113 Countryside Shares in connection with the Combination, in accordance with their terms.

(d) **SAYE Plan**

As at 2 September 2022, subsisting Awards over a maximum of 5,372,999 Countryside Shares are outstanding under the SAYE Plan.

The Countryside Remuneration Committee and Vistry agree that the Proposals to participants holding outstanding Awards granted under the SAYE Plan shall be as follows:

- (i) for Awards granted on 24 June 2020 and 22 June 2022, that such Awards may either be exercised (to the extent of their accrued savings at the date of exercise) at any time in the six months after the Court's sanction of the Scheme or are rolled over into a new award over Vistry Shares (the **Replacement SAYE Award**); and
- (ii) for Awards granted on 26 June 2019 or on 22 June 2021, no offer of a Replacement SAYE Award will be made and therefore such Awards may be exercised (to the extent of their accrued savings at the date of exercise) at any time in the six months after the Court's sanction of the Scheme or will lapse six months thereafter subject to any earlier lapse under the terms of the SAYE Plan.

The terms of any Replacement SAYE Award shall comply with Rule 8 of the SAYE Plan.

- (e) The Parties agree the following in respect to the Annual Bonus, Transaction Plan, legacy bonus scheme and SSMI Scheme:

(i) **Annual Bonus**

Payments under the Annual Bonus will be made in December 2022 in respect to the financial year ended September 2022 subject to the Countryside Remuneration Committee's assessment of the relevant performance targets.

The Annual Bonus in respect of the period from 1 October 2022 to 31 December 2022 (or the Effective Date if that is later) will operate as normal based on targets adjusted as necessary where the normal performance period is curtailed subject to the following amendments:

- (A) Performance will be assessed by the Countryside Remuneration Committee except that for the period which falls after the Effective Date performance will be deemed to be in line with performance assessed by the Countryside Remuneration Committee for the period up to and including the Effective Date.
- (B) Subject to (C) below, such bonus will be paid in March 2023 or, where the Effective Date is later than 31 December 2022, within three months of the Effective Date, to participants who are employed and not under notice at the payment date.
- (C) Where applicable, deferral will apply in accordance with the Vistry Directors' Remuneration Policy for any portion of a bonus which relates to the period after the Effective Date.

From the later of 1 January 2023 and the Effective Date, employees will be provided with an annual bonus opportunity in Vistry's annual bonus arrangements.

(ii) **Transaction Plan**

Payments under the Transaction Plan are dependent on the participant normally remaining in employment and not being under notice in accordance with the Transaction Plan on the Effective Date (subject to the good leaver circumstances outlined in the Transaction Plan). The Countryside Remuneration Committee has determined that the Countryside Group employees will receive a maximum of £1.21 million, in aggregate, pursuant to the Transaction Plan under awards that have been or may in the future be granted. 50% of payments pursuant to the Transaction Plan will be made on the earlier of (i) the Effective Date and (ii) 5 February 2023 or such

other date reasonably determined by the Countryside Remuneration Committee. So long as the Effective Date is before 5 February 2023 or such other date reasonably determined by the Countryside Remuneration Committee, the remaining 50% will be made three months after the first payments, otherwise it will lapse. For both payments the rules require that the participant remains in employment and is not under notice in accordance with the Transaction Plan (subject to the good leaver circumstances outlined in the Transaction Plan).

(iii) **Legacy bonus scheme**

Payments for the second year of the legacy bonus scheme (for 1 October 2022 to 31 September 2023) were due to be made in December 2023 based on realisations of assets achieved in that year. Completion of the Combination will affect the way in which this bonus scheme would operate.

Performance will be assessed by the Countryside Remuneration Committee under the legacy bonus scheme for the period from 1 October 2022 up to and including the Effective Date. The Countryside Remuneration Committee will inform Vistry of that assessment and payment will be made within one month of the Effective Date (following de-listing)

In place of their participation in the legacy bonus scheme for the period from the Effective Date, following Completion of the Combination Vistry will enhance the annual bonus arrangements of participants in the legacy bonus scheme with appropriate metrics for the enhanced element. Such enhanced element would not be more generous than the existing scheme.

(iv) **SSMI Scheme**

Payments under the SSMI Scheme were due to be made in equal thirds in May 2023, May 2024 and May 2025 subject to achievement of Countryside share price-related performance conditions and subject to continued employment. The Countryside Remuneration Committee has determined that the Countryside group employees will receive a maximum of £5 million, in aggregate, pursuant to the SSMI Scheme.

In connection with the Combination, the Countryside Remuneration Committee has determined that the May 2023 payment under the SSMI Scheme is to be accelerated and paid within one month of the Effective Date (following de-listing) and this decision will be communicated as soon as reasonably practicable following the Announcement. The Countryside Remuneration Committee has determined that the Countryside Group employees will receive up to a maximum of £2.051 million, in

aggregate, pursuant to this accelerated payment under the SSML Scheme. The payments due to be paid in May 2024 and May 2025 will lapse.

3 Employee communications and participation in the Combination

- (a) Countryside agrees it will arrange the delivery of the communications setting out the Proposals (which may be in electronic form) at the same time as, or as soon as reasonably practicable after, the posting of the Scheme document (or such later time as the parties and the Panel may agree).
- (b) The Parties agree that the timetable for implementation of the Scheme will be fixed as far as possible to enable the vesting and exercise of Awards in connection with the Scheme in sufficient time for the Countryside Shares to which participants in the Countryside Share Schemes become entitled to be bound by the terms of the Scheme.
- (c) The Parties agree that Countryside may amend the rules of any of the Countryside Share Schemes in relation to the time and process for the exercise of Awards if, in the reasonable opinion of the Countryside Board or the Countryside Remuneration Committee, the amendments are necessary or desirable to facilitate the exercise of Awards and acquisition of the resulting Countryside Shares under the terms of the Scheme in accordance with the express terms of this Schedule.

4 EBT

- (a) As at 2 September 2022, the EBT held 41,247 Countryside Shares.

Subject always to Countryside's ability to make recommendations to the trustee of the EBT to use any unallocated Countryside Shares held in the EBT to satisfy Awards in the normal course, Countryside agrees to recommend to the trustee of the EBT that existing Countryside Shares held in the EBT be used to satisfy the vesting and exercise of Awards in connection with the Combination in priority to the issue of new Countryside Shares or to the transfer out of treasury of Countryside Shares held by Countryside.