

## ANNEX 1

### CASE ME/7089/24 COMPLETED ACQUISITION BY BARRATT DEVELOPMENTS plc OF REDROW plc

### Undertakings given by Barratt Developments plc and Redrow plc to the Competition and Markets Authority pursuant to section 73 of the Enterprise Act 2002

#### Whereas:

- (a) Barratt Developments plc ("**Barratt**") acquired the entire issued and to be issued ordinary share capital of Redrow plc ("**Redrow**") (together with Barratt, the "**Parties**") on 21 August 2024 by way of a court-approved scheme of arrangement between Redrow and Redrow's shareholders under Part 26 of the Companies Act 2006 (the "**Transaction**") such that Barratt and Redrow have ceased to be distinct for the purposes of the Enterprise Act 2002 (the **Act**);
- (b) On 8 August 2024, the Competition and Markets Authority (the "**CMA**") decided under section 33(1) of the Act that it is or may be the case that arrangements are in progress or in contemplation which, if carried into effect would result in the creation of a relevant merger situation and that the creation of that merger situation may be expected to result in a substantial lessening of competition within any market or markets in the UK for goods or services and that accordingly it has a duty to refer the relevant merger situation for a Phase 2 investigation;
- (c) Under section 73 of the Act, the CMA may, instead of making such a reference and for the purpose of remedying, mitigating or preventing the substantial lessening of competition concerned or any adverse effect which has or may have resulted from it or may be expected to result from it, accept UILs to take such action as it considers appropriate, from such of the parties concerned as it considers appropriate. In particular, the CMA shall have regard to the need to achieve as comprehensive a solution as is reasonable and practicable to remedy, mitigate or prevent the substantial lessening of competition and any adverse effects resulting from it;
- (d) As set out in the CMA's decision of 8 August 2024 (the "**Decision**"), the CMA believes that, in the absence of appropriate UILs, it would be under a duty to refer the Transaction for a Phase 2 investigation due to a realistic prospect of substantial lessening of competition in relation to the supply of new-build private residential housing in the Tilstock Road, Whitchurch local area only;
- (e) The CMA considers that the UILs given below by the Parties are appropriate to remedy, mitigate or prevent the substantial lessening of competition, or any adverse effect which has or may

have resulted from the Transaction, or may be expected to result from it, as specified in the Decision;

- (f) Prior to the final acceptance of these UILs by the CMA, the Parties entered into a legally binding mandate of 1 October 2024 with the Proposed Agent to sell the Unsold Plots on terms approved by the CMA. This agreement was conditional only on formal CMA approval of the Proposed Agent and acceptance by the CMA of these UILs; and
- (g) The CMA made an Initial Enforcement Order applying to Barratt and Redrow on 21 August 2024 in respect of the Transaction pursuant to section 72 of the Act for the purposes of preventing pre-emptive action. Pursuant to section 72(6)(b) of the Act, this Initial Enforcement Order ceases to be in force on the acceptance by the CMA of the UILs given below by the Parties or such earlier date as determined by the CMA.

NOW THEREFORE the Parties hereby give to the CMA the following UILs for the purpose of remedying, mitigating or preventing the substantial lessening of competition, or any adverse effect which has or may have resulted from it or may be expected to result from it.

## **1 EFFECTIVE DATE OF THE UILS**

- 1.1 These UILs shall take effect from the date that, having been signed by the Parties, they are accepted by the CMA ("**Effective Date**").

## **2 THE SALE OF THE UNSOLD PLOTS**

- 2.1 The Parties shall, using their best endeavours and acting in good faith, ensure the execution of the sale of the Unsold Plots by the Proposed Agent on Redrow's behalf, pursuant to the agreement referred to in recital (f) above of these UILs, by the end of the Divestment Period.
- 2.2 The Parties shall be deemed to have complied with their obligations at paragraph 2.1 above if, as soon as reasonably practicable and in any event by the end of the Divestment Period, the Proposed Agent has entered on behalf of Redrow into a legally binding sale agreement with a purchaser (or purchasers) for all of the Unsold Plots and effected legal exchange of contracts in respect of such plots.
- 2.3 Without prejudice to the generality of paragraph 2.1 above, Redrow shall take the following measures to the extent they may be necessary in the opinion of the CMA to effect the sale of the Unsold Plots in accordance with the provisions of these UILs:
  - (a) the transfer or vesting of property, assets, rights, liabilities or obligations (including without prejudice any contracts, licences, authorisations, permits or consents) related to the Unsold Plots; and
  - (b) any other transfer and registration of interests that will take effect with the sale of the Unsold Plots.

- 2.4 In the event the Proposed Agent fails to divest the Unsold Plots in accordance with paragraphs 2.2 to 2.3 above, the CMA may, whether or not initiating the Trustee Functions as set out in Section 8 (*Functions of Trustee*) below, require Redrow to divest the Unsold Plots through the Proposed Agent at no minimum price.

### **3 THE APPROVAL OF THE PROPOSED AGENT AND THE TERMS OF APPOINTMENT**

- 3.1 For the purposes of the CMA approving the Proposed Agent in accordance with these UILs, the Parties shall, save as required or permitted by the CMA, satisfy the CMA that the Proposed Agent:

- (a) is independent of, and unconnected to, the Parties and the Group of Interconnected Bodies Corporate to which the Parties belongs and any Associated Person or Affiliate of the Parties or such Group of Interconnected Bodies Corporate; and
- (b) has the requisite expertise in the sale of new-build private residential houses.

- 3.2 The CMA may require the Parties to provide it with such information and documentation as it may reasonably require to satisfy the CMA that the Proposed Agent will fulfil the requirements in paragraph 3 above.

- 3.3 The terms of the mandate for the Proposed Agent above shall, as a minimum, contain all provisions necessary to enable the Proposed Agent to carry out the following functions including, without limitation to the generality of this paragraph:

- (a) The Proposed Agent will independently manage the sales process for the Unsold Plots with potential buyers.
- (b) The Proposed Agent will independently set the asking price (including any price and non-price incentives) and negotiate the final sale prices for the Unsold Plots on the following terms:
  - (i) The gross asking price for each of the Unsold Plots cannot exceed the gross asking price that existed for these homes [~~£~~].
  - (ii) Any price and non-price incentives offered by the Proposed Agent will be in line with those which have been offered by Redrow in its normal / standard commercial practice for private sales or bulk sales (as applicable) during the two years prior to the date of the appointment of the Proposed Agent. The non-price incentives include contributions to stamp duty payments, contributions to legal fees, upgrades or discounts to the cost of a range of appliances or features such as kitchen worktops, wardrobes, mirrors and flooring; contributions to deposits; and other incentive schemes which are currently available for the Unsold Plots (Help to Sell, Readymade Homes, Part Exchange, Gift Deposit and Recommend a Friend).

- (iii) The net price for each of the Unsold Plots cannot be lower than either a reduction of: (i) [X]% for a single plot sale; or (ii) [X]% for a multi-plot sale (excluding additional stamp duty payments), below the [X] of the same house type or a similar Redrow home (e.g. by way of number of bedrooms, terraced/semi or detached, and/or square footage) and sold in the [X] (from the date of the mandate) in the Kingsbourne Development.
  - (iv) If a sale with a purchaser of an Unsold Plot does not result in contracts being exchanged during the Divestment Period, the new asking price for a subsequent sale shall not exceed the previous price (i.e. the gross sale price for the cancelled sale, less any incentives) that was offered for the Unsold Plot for which the sale fell through.
- (c) The Proposed Agent will be remunerated by way of a fixed fee (plus VAT), which will be based on the stage of the sale process for the Unsold Plots.
  - (d) The Parties will bear the reasonable marketing costs incurred by the Proposed Agent associated with the sale of the Unsold Plots.
  - (e) Redrow will grant the Proposed Agent reasonable access to a Redrow Sales Advisor who will make available to the Proposed Agent all reasonable information relating to the houses in the Unsold Plots and the Kingsbourne Development more generally, including any specifications, marketing materials and information on available incentives relating to the houses on the Unsold Plots and the Kingsbourne Development, to support the sales process.

#### **4 THE BUILD-OUT OF THE UNBUILT PLOTS AND UNBUILT INFRASTRUCTURE**

- 4.1 Redrow shall complete the construction of: (i) all the Redrow plots, which are not yet or only partly-built in its Kingsbourne, Nantwich development (the “**Kingsbourne Development**”) (the “**Unbuilt Plots**”), to the same specification and quality standard as the other plots constructed by Redrow in the Kingsbourne Development; and (ii) relevant development infrastructure (e.g. road access and other common areas, including public open space) which is not yet or only partly-built in the Kingsbourne Development (the “**Unbuilt Infrastructure**”) in compliance with applicable standards in the relevant agreement under section 38 of the Highways Act 1980 (“**Section 38 Agreement**”), agreement under section 106 of the Town and Country Planning Act 1990 (“**Section 106 Agreement**”) and planning permission..
- 4.2 In addition to having the National Home Building Council (“**NHBC**”) conduct its standard building inspections at the five critical build stages as well as an annual Construction Quality Review (“**CQR**”), Redrow shall offer purchasers of Unbuilt Plots, at the Parties’ costs, a second CQR inspection, which shall occur within three months of the appointment of the Professional Quantity Surveyor (see paragraph 4.3 below).
- 4.3 Subject to Section 6 (*Appointment of a Trustee and of a Professional Quantity Surveyor*) below, the Parties will appoint a Trustee, supported by an independent professional quantity

surveyor (“**Professional Quantity Surveyor**”), of suitable expertise and also appointed by the Parties, to inspect and confirm, at each relevant key build stage from the Effective Date:

- (a) in relation to the Unbuilt Plots, that Redrow is completing construction of the Unbuilt Plots to the same specification and quality standard as adopted in the Kingsbourne Development prior to the Effective Date. These inspections will endure until legal completion for the sale of the Unbuilt Plots (at which stage, construction is also completed); and
- (b) in relation to the Unbuilt Infrastructure, that Redrow is completing construction of the Unbuilt Infrastructure in line with applicable standards under the relevant Section 38 Agreement, Section 106 Agreement and the planning permission with Cheshire East Borough Council. These inspections will endure until such a time as the Professional Quantity Surveyor certifies in writing that the Unbuilt Infrastructure has been physically completed in line with relevant standards and obligations under planning permission (including any Section 38 / Section 106 Agreements).

4.4 The Professional Quantity Surveyor shall promptly provide copies of inspection reports and any other findings to the Trustee.

## **5 POST-COMPLETION OBLIGATIONS IN RESPECT OF THE SLC UNITS**

5.1 Redrow shall continue to abide by its post-completion obligations, including providing prompt and comprehensive after-sales support, in relation to all of its units (irrespective of build or sale status) on the Kingsbourne Development (the “**SLC Units**”) to the same or higher standards and benchmarks as adopted prior to the Effective Date.

5.2 Redrow shall, for a period of two years following the legal completion of each SLC Unit, offer to the purchasers of the SLC Units a customer survey of build quality (the “**Customer Surveys**”), such Customer Surveys to take place:

- (a) [X] following legal completion;
- (b) [X] months following legal completion; and
- (c) [X] months following legal completion.

5.3 These Customer Surveys will be conducted subject to agreement with and co-operation from NHBC and will include the contact details of the Trustee and the New Homes Ombudsman.

5.4 In respect of any build quality related issues raised by purchasers of the SLC Units, Redrow shall:

- (a) respond within [X] of being contacted by the purchaser of the relevant SLC Unit;
- (b) use its best endeavours to resolve any non-complex and/or non-structural issues within [X] of being contacted by the purchaser of the relevant SLC Unit, subject to agreement

with and co-operation from NHBC, subject to certain factors outside of Redrow's control that may extend the remedial works, such as the availability of parts or materials; and

(c) use its best endeavours to resolve any complex and/or structural issues promptly.

5.5 As per Section 8 below, the Trustee shall monitor Redrow's compliance with its obligations set out in this Section 5 (*Post-Completion Obligations in respect of the SLC Units*) for a period of two years following the legal completion of each of the SLC Units.

## **6 APPOINTMENT OF A TRUSTEE AND OF A PROFESSIONAL QUANTITY SURVEYOR**

6.1 Within 5 Working Days of the CMA notifying the Parties in writing that it must do so, the Parties shall propose to the CMA for approval:

(a) The names of at least two individuals to exercise the Trustee Functions;

(b) The full terms of a mandate in accordance with which the Trustee shall carry out the Trustee Functions; and

(c) The name(s) of the Professional Quantity Surveyor which the Parties propose to appoint in order to support the Trustee as set out in paragraph 4.2 above.

6.2 When nominating a Trustee and a Professional Quantity Surveyor pursuant to paragraph 6.1, the Parties and/or any individuals nominated pursuant to paragraph 6.1 shall satisfy the CMA that, save as required or permitted by the CMA:

(a) such nominated individuals have the necessary qualifications to carry out their mandates, and are employees or partners of an investment bank, retail bank, commercial property agent, professional quantity surveyor consultancy, building society, law firm or accountancy firm with an established reputation either nationwide or in a substantial part of the UK or in an EU member state;

(b) such nominated individuals are each independent of the Parties and of the Group of Interconnected Bodies Corporate to which the Parties belong and of any Associated Person or Affiliate of the Parties or of such Group of Interconnected Bodies Corporate, and, in the reasonable opinion of the Parties, are appropriate to be appointed as Trustee and Professional Quantity Surveyor; and

(c) such nominated individuals neither are, nor are likely to become, exposed, either directly or indirectly, to a conflict of interest that impairs or may be likely to impair their objectivity or independence in discharging their functions.

6.3 Within 2 Working Days of the CMA approving, at its discretion, one or more of the persons nominated by the Parties and their proposed mandates pursuant to paragraph 6.1 above, and subject to any modifications the CMA deems necessary for the Trustee to carry out the Trustee Functions, the Parties shall use their best endeavours to appoint from the persons so approved one person to carry out the Trustee Functions in accordance with the mandate approved by the CMA pursuant to paragraph 6.1 above.

6.4 In the event that:

- (a) the Parties fail to nominate any person or persons in accordance with paragraph 6.1 above;
- (b) none of the persons nominated by the Parties pursuant to paragraph 6.1 above is approved by the CMA; or
- (c) the Parties are unable for any reason to nominate within the time limit stipulated in paragraph 6.3 above any such person following approval by the CMA,

the Parties shall use best endeavours to appoint from persons nominated by the CMA one person to carry out the Trustee Functions on the terms of a mandate approved by the CMA. The Parties shall use their best endeavours to make such appointment within 5 Working Days of receiving the nominations from the CMA.

6.5 The appointment of the Trustee pursuant to paragraph 6.3 or paragraph 6.4 above shall be irrevocable unless:

- (a) a conflict of interest that impairs or may be likely to impair the objectivity or independence of the Trustee in discharging the Trustee Functions arises;
- (b) the Trustee ceases to perform the Trustee Functions; or
- (c) the CMA is otherwise satisfied that there is good cause for the appointment to be terminated in advance of the satisfactory fulfilment of the Trustee Functions.

6.6 In the event that the appointment of the Trustee is terminated in accordance with paragraph 6.5 above, the Parties shall, if requested to do so in writing by the CMA, use their best endeavours to appoint from persons nominated by the CMA one person to carry out the Trustee Functions in accordance with such mandate as is approved by the CMA. The Parties shall use their best endeavours to make such appointment within 7 Working Days of receiving the nominations from the CMA. Where required by the CMA, the outgoing Trustee shall continue as Trustee until a new Trustee is in place and a full handover of all relevant information has taken place.

## **7 THE MANDATE**

7.1 The terms of the Trustee mandate proposed by the Parties pursuant to paragraph 6.1 above shall, as a minimum, contain all provisions necessary to enable the Trustee to carry out the Trustee Functions including, without limitation by the generality of this paragraph:

- (a) an exclusive, irrevocable mandate to undertake the relevant inspections for the purposes of determining the quality of the construction of the Unbuilt Plots as well as the Unbuilt Infrastructure in the Kingsbourne Development pursuant to the Parties' obligation in paragraph 4.1 above;
- (b) a mandate to take any other steps necessary for, or incidental to, the Trustee's mandate under sub-paragraph (a) above;

- (c) a mandate to comply with any orders and/or directions given by the CMA; and
- (d) a mandate to appoint at the Parties' expense such advisers as the CMA and/or the Trustee reasonably considers necessary or appropriate in connection with the performance of the Trustee Functions.

## **8 FUNCTIONS OF TRUSTEE**

- 8.1 The provisions of paragraphs 8.2 to 8.6 below shall apply to the Parties' obligation under Section 2 (*The Sale of the Unsold Plots*) above only as long as the Parties have not satisfied, or where the CMA has reasonable grounds for believing that the Parties will not satisfy, all or any part of the obligations in accordance with Section 2 above.
- 8.2 The Trustee shall monitor the Parties' compliance with their obligations under Section 4 (*The Build-out of the Unbuilt Plots and of Unbuilt Infrastructure*) and Section 5 (*Post-Completion Obligations in respect of the SLC Units*) above and shall promptly take such measures as it considers necessary to ensure such compliance, as well as reporting in writing to the CMA, if the Trustee concludes on reasonable grounds that the Parties are failing or will fail to comply with such obligations.
- 8.3 The Trustee may give written directions to the Parties to take such steps as may be specified or described in the directions for the purpose of ensuring that the Parties comply with their obligations under Section 4 (*The Build-out of the Unbuilt Plots and of Unbuilt Infrastructure*) and Section 5 (*Post-Completion Obligations in respect of the SLC Units*) above.
- 8.4 The Trustee may give written directions to the Parties to take such steps as may be specified or described in the directions for the purpose of securing the Parties' compliance with the obligations under these UILs or enabling the Trustee to carry out the Trustee Functions.
- 8.5 The Trustee shall, as soon as reasonably practicable, comply at all times with any reasonable instructions or written directions made by the CMA for the purposes of carrying out or securing compliance with the UILs (or any matter incidental thereto) and shall provide to the CMA such information and reports in relation to the carrying out of the Trustee Functions as the CMA may require. The Trustee shall promptly report in writing to the CMA if the Trustee concludes on reasonable grounds that the Parties are failing or will fail to comply with any of its obligations under these UILs.
- 8.6 For the purpose of fulfilling the Trustee Functions, the Trustee shall not be bound by instructions of the Parties nor shall the Trustee Functions be extended or varied in any way by the Parties save with the prior express written consent of the CMA.



## **9 OBLIGATIONS OF THE PARTIES FOLLOWING APPOINTMENT OF TRUSTEE**

- 9.1 The Parties shall not give any instruction or request to the Trustee which conflicts with the Trustee Functions.
- 9.2 The Parties shall take all such steps as are reasonably necessary to enable the Trustee to carry out the Trustee Functions, including but not limited to:
- (a) complying with such written directions as the Trustee may from time to time give pursuant to paragraph 8.4 above; and
  - (b) providing the Trustee with all such assistance and information as it may reasonably require in carrying out the Trustee Functions.

## **10 REMUNERATION OF TRUSTEE AND PROFESSIONAL QUANTITY SURVEYOR**

- 10.1 The Parties shall pay to each of the Trustee and the Professional Quantity Surveyor reasonable remuneration for the services it provides in carrying out the Trustee Functions, and shall pay each of the Trustee and the Professional Quantity Surveyor in a way that does not impede the independent and effective fulfilment of their functions.

## **11 COMPLIANCE**

- 11.1 The Parties shall comply promptly with such written directions as the CMA may from time to time give:
- (a) to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with these UILs; or
  - (b) to do or refrain from doing anything so specified or described which it might be required by these UILs to do or to refrain from doing.
- 11.2 The Parties shall co-operate fully with the CMA when the CMA is:
- (a) monitoring compliance with the provisions of these UILs; and
  - (b) investigating potential breaches of the provisions of these UILs.
- 11.3 The Parties shall procure that any member of the same Group of Interconnected Bodies Corporate as the Parties complies with these UILs as if it had given them, and actions and omissions of the members of the same Group of Interconnected Bodies Corporate as the Parties shall be attributed to Barratt and/or Redrow (as applicable) for the purposes of these UILs.
- 11.4 Where any Affiliate of the Parties is not a member of the same Group of Interconnected Bodies Corporate as the Parties, the Parties shall use their best endeavours to procure that any such Affiliate shall comply with these UILs as if it had given them.

## **12 PROVISION OF INFORMATION**

- 12.1 The Parties shall furnish promptly to the CMA such information as the CMA considers necessary in relation to or in connection with the implementation and/or enforcement of and/or the compliance with these UILs, including for the avoidance of doubt, any Confidential Information.

## **13 EXTENSION OF TIME LIMITS**

- 13.1 The CMA may, in response to a written request from the Parties, or otherwise at its own discretion, grant an extension to any time period referred to in these UILs.

## **14 SERVICE ON BARRATT**

- 14.1 Barratt hereby authorises Linklaters LLP, whose address for service is One Silk Street, London EC2Y 8HQ, to accept service on its behalf of all documents connected with these UILs (including any document of any kind which falls to be served on or sent to Barratt, or any of its Subsidiaries in connection with any proceedings in Courts in the UK, orders, requests, notifications or other communications connected with these UILs).

- 14.2 Unless Barratt informs the CMA in writing that Linklaters LLP has ceased to have authority to accept and acknowledge service on its or any of its Subsidiaries' behalf, any document, order, request, notification or other communication shall be validly served on Barratt if it is served on Linklaters LLP; and service shall be deemed to have been acknowledged by Barratt if it is acknowledged by Linklaters LLP or such other nominee.

- 14.3 Paragraph 14.2 above has effect irrespective of whether, as between Barratt and Linklaters LLP or other nominees, Linklaters LLP or other nominees has or continues to have any authority to accept and acknowledge service on Barratt's or any of its respective Subsidiaries' behalf.

- 14.4 No failure or mistake by Linklaters LLP or other nominees (including a failure to notify Barratt of the service of any document, order, request, notification or other communication) shall invalidate any action taken in respect of these UILs including any proceedings or judgment.

- 14.5 Any communication from Barratt to the CMA under these UILs shall be addressed to Manager, Market and Mergers Remedies Monitoring, Competition and Markets Authority, The Cabot, 25 Cabot Square, London, E14 4QZ or such other person or address as the CMA may direct in writing.

## **15 SERVICE ON REDROW**

- 15.1 Redrow hereby authorises Slaughter and May, whose address for service is 1 Bunhill Row, London EC1Y 8YY, to accept service on its behalf of all documents connected with these UILs (including any document of any kind which falls to be served on or sent to Redrow, or

any of its Subsidiaries in connection with any proceedings in Courts in the UK, orders, requests, notifications or other communications connected with these UILs).

- 15.2 Unless Redrow inform the CMA in writing that Slaughter and May has ceased to have authority to accept and acknowledge service on its or any of its Subsidiaries' behalf, any document, order, request, notification or other communication shall be validly served on Redrow if it is served on Slaughter and May; and service shall be deemed to have been acknowledged by Redrow if it is acknowledged by Slaughter and May or such other nominee.
- 15.3 Paragraph 15.2 above has effect irrespective of whether, as between Redrow and Slaughter and May or other nominees, Slaughter and May or other nominees has or continues to have any authority to accept and acknowledge service on Redrow's or any of its respective Subsidiaries' behalf.
- 15.4 No failure or mistake by Slaughter and May or other nominees (including a failure to notify Redrow of the service of any document, order, request, notification or other communication) shall invalidate any action taken in respect of these UILs including any proceedings or judgment.
- 15.5 Any communication from Redrow to the CMA under these UILs shall be addressed to Manager, Market and Mergers Remedies Monitoring, Competition and Markets Authority, The Cabot, 25 Cabot Square, London, E14 4QZ or such other person or address as the CMA may direct in writing.

## **16 EFFECT OF INVALIDITY**

- 16.1 Should any provision of these UILs be contrary to law or invalid for any reason, the Parties undertake to continue to observe the remaining provisions.

## **17 GOVERNING LAW**

- 17.1 The Parties recognise and acknowledge that these UILs shall be governed and construed in all respects in accordance with English law.
- 17.2 In the event that a dispute arises concerning these UILs, the Parties undertake to submit to the courts of England and Wales.

## **18 TERMINATION**

- 18.1 The Parties recognise and acknowledge that these UILs shall be in force until such time as they are varied, released or superseded under the Act.
- 18.2 The UILs in Section 2 (*The Sale of the Unsold Plots*) above relating to the Unsold Plots shall terminate once: (i) the sale contracts of the Unsold Plots are exchanged; or (ii) within six

months of the Effective Date, whichever is the earliest, or otherwise as determined by the CMA.

- 18.3 The UILs in Section 4 (*The Build-out of the Unbuilt Plots and Unbuilt Infrastructure*) above relating to the build-out of the Unbuilt Plots and Unbuilt Infrastructure would terminate once the legal completion for the sale of the Unbuilt Plots takes place (at which stage, construction is also completed) and the Professional Quantity Surveyor has confirmed that the construction was undertaken to the requisite quality standard respectively.
- 18.4 The UILs in Section 5 (*Post-Completion Obligations in respect of the SLC Units*) above relating to post-completion obligations in respect of the SLC Units would terminate two years after legal completion of each relevant SLC Unit.
- 18.5 The Parties recognise and acknowledge that the variation, release or supersession of these UILs shall not affect the validity and enforceability of any rights or obligations that arose prior to such variation, release or supersession.

## 19 INTERPRETATION

- 19.1 The Interpretation Act 1978 shall apply to these UILs as it does to Acts of Parliament.
- 19.2 References in these UILs to any English law term for any legal status, interest, concept or thing shall in respect of any jurisdiction other than England and Wales be deemed to include what most nearly approximates in that jurisdiction to the English law term.
- 19.3 In these UILs the word “including” shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word and the word “include” and its derivatives shall be construed accordingly.
- 19.4 For the purposes of these UILs:

“**the Act**” means the Enterprise Act 2002;

“**Affiliate**” means a person is an affiliate of another person if they or their respective enterprises would be regarded as being under common control for the purposes of section 26 of the Act;

“**Associated Person**” means a person or persons associated with the Parties within the meaning of section 127(4) of the Act and includes any Subsidiary of such a person or persons;

“**Barratt**” means Barratt Developments plc, company number 00604574;

“**Business**” has the meaning given by section 129(1) and (3) of the Act;

“**CMA**” means the Competition and Markets Authority or any successor body;

**“Confidential Information”** means any business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature;

**“Control”** shall be construed in accordance with section 26 of the Act, and in the case of a body corporate, a person shall be deemed to Control it if he holds, or has an interest in, shares of that body corporate amounting to 10 per cent or more of its issued share capital or carrying an entitlement to vote at meetings of that body corporate of 10 per cent or more of the total number of votes which may be cast at such meetings;

**“CQR”** means Construction Quality Review and involves the full site audit conducted by the NHBC in respect of sites in the process of being constructed;

**“Customer Surveys”** means the surveys of build quality to be conducted for the SLC Units;

**“Decision”** means the CMA’s decision under section 33 of the Act dated 8 August 2024 in connection with the Transaction;

**“Divestment Period”** means the period of time from the Effective Date to the earlier of (i) the exchange of sale contracts for any Unsold Plots, or (ii) six months;

**“Effective Date”** means the date specified in paragraph 1 of these undertakings;

**“Enterprise”** has the meaning given in section 129(1) of the Act;

**“Group of Interconnected Bodies Corporate”** has the meaning given in section 129(2) of the Act; references to a Group of Interconnected Bodies Corporate shall be to the Group of Interconnected Bodies Corporate as constituted from time to time;

**“Kingsbourne Development”** means Redrow’s development site located in Kingsbourne, Nantwich;

**“NHBC”** means the National House Building Council, or any successor body;

**“Parties”** means Barratt and Redrow;

**“Professional Quantity Surveyor”** means the independent professional quantity surveyor proposed and appointed by the Parties with the CMA’s approval in line with paragraph 6.1 above;

**“Proposed Agent”** means any such independent third-party estate / sales agent proposed and appointed by the Parties with the CMA’s approval;

**“Redrow”** means Redrow plc, company number 02877315;

**“Section 106 Agreement”** means an agreement between Redrow and the relevant local authority under section 106 of the Town and Country Planning Act 1990 (as may be amended from time to time);

**“Section 38 Agreement”** means an agreement between Redrow and the relevant local authority under section 38 of the Highways Act 1980 (as may be amended from time to time);

**“SLC Units”** means any or all of Redrow’s units / plots (irrespective of build or sale status) on its Kingsbourne Development;

**“Subsidiary”** shall be construed in accordance with section 1159 of the Companies Act 2006 (as amended), unless otherwise stated;

**“the Transaction”** means Barratt’s proposed acquisition of Redrow by way of a court-approved scheme of arrangement such that Barratt and Redrow will cease to be distinct within the meaning of section 23 of the Act;

**“Trustee”** means the person appointed pursuant to paragraph 5 above to carry out the Trustee Functions;

**“Trustee Functions”** means the functions set out in Section 8;

**“UK”** means the United Kingdom of Great Britain and Northern Ireland;

**“UILs”** means these undertakings in lieu offered by the Parties in accordance with Section 73 of the Enterprise Act 2002;

**“Unbuilt Infrastructure”** means the relevant development infrastructure (e.g. road access and other common areas, including public open space) which is not yet or only partly-built in the Kingsbourne Development;

**“Unbuilt Plots”** means Redrow plots that are located in the Kingsbourne Development which are not yet built or only partly built as at the date of these UILs;

**“Unsold Plots”** means any Redrow plots that are located in the Kingsbourne Development and which (irrespective of construction status): (i) are not subject to reservation; (ii) are subject to reservation but no legally-binding exchange of contracts has occurred at the time of these UILs; or (iii) had been reserved but for which the sale process has fallen through during the Divestment Period; and

**“Working Day”** means any day of the week other than a Saturday or a Sunday or any day that is a public holiday in England and Wales.

Unless the context requires otherwise, the singular shall include the plural and vice versa.

**FOR AND ON BEHALF OF BARRATT**

Signature

Name

Title

Date

**FOR AND ON BEHALF OF REDROW**

Signature

Name

Title

Date

**DATE ACCEPTED BY THE CMA: Signed by Barratt and Redrow and accepted by the CMA on 4 October 2024**