

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PART II (EXPLANATORY STATEMENT) OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT.

This Document contains a proposal which, if implemented, will result in the cancellation of the listing of Countrywide Shares on the Official List and of trading of Countrywide Shares on the London Stock Exchange's Main Market for listed securities.

If you are in any doubt as to the contents of this Document or the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

If you sell or have sold or otherwise transferred all of your Countrywide Shares, please send this Document together with the accompanying documents (other than documents or forms personal to you) at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. However, such documents should not be forwarded or transmitted in or into or from any jurisdiction in which such act would constitute a violation of the relevant laws of such jurisdiction. If you sell or have sold or otherwise transferred only part of your holding of Countrywide Shares, you should retain these documents and contact the bank, stockbroker or other agent through whom the sale or transfer was effected.

The release, publication or distribution of this Document and any accompanying documents (in whole or in part) in or into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this Document comes should inform themselves about, and observe, any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction.

Neither this Document nor any of the accompanying documents do or are intended to constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Acquisition or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. This Document is not a prospectus or prospectus-equivalent document.

Recommended Cash Acquisition of

Countrywide PLC

by

Connells Limited

(a subsidiary of Skipton Building Society)

to be effected by means of a Scheme of Arrangement under
Part 26 of the Companies Act

This Document (including all information incorporated into this Document by reference to another source) should be read as a whole and in conjunction with the Forms of Proxy. Your attention is drawn to Part I (*Letter from the Chairman of Countrywide*) of this Document, which contains the unanimous recommendation of the Countrywide Directors that you vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting. A letter from Barclays and Jefferies explaining the Scheme appears in Part II (*Explanatory Statement*) of this Document.

Action to be taken by Countrywide Shareholders and Scheme Shareholders is set out on pages 11 to 15 (*Action to be Taken*) and at section 18 of Part II (*Explanatory Statement*) of this Document. Countrywide Shareholders are asked to complete and return the enclosed BLUE and YELLOW Forms of Proxy (or appoint a proxy electronically or online as referred to in this Document) in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received by Link Group not later than 48 hours before the relevant Meeting (excluding any part of such 48 hour period falling on a day that is not a working day) (or in the case of any adjournment, not later than 48 hours before the time fixed for the adjourned Meeting). If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:30 a.m. on 11 February 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on

11 February 2021 may be discounted as invalid. In the case of the General Meeting, if the YELLOW Form of Proxy for the General Meeting is not lodged by 10:45 a.m. on 11 February 2021 using one of the methods listed above, it will be invalid. Countrywide Shareholders who hold Countrywide Shares in CREST may also appoint a proxy using CREST or online by following the instructions set out in the Forms of Proxy and this Document.

COVID-19 Restrictions

Notices of the Court Meeting and the General Meeting, both of which will be held at the offices of Slaughter and May, One Bunhill Row, London EC1Y 8YY, United Kingdom on 15 February 2021 are set out in Parts X (*Notice of Court Meeting*) and XI (*Notice of General Meeting*) respectively of this Document. The Court Meeting will start at 10:30 a.m. on that date and the General Meeting at 10:45 a.m. or as soon thereafter as the Court Meeting concludes or is adjourned.

The Countrywide Board notes the measures issued by the UK Government in view of the ongoing COVID-19 pandemic. At the time of publication of this Document, the UK Government has prohibited large public gatherings, save in certain limited circumstances, and has prohibited non-essential travel. In light of these measures, together with the uncertainty as to any additional and/or alternative measures that may be put in place by the UK Government, and in order to protect the health and safety of Countrywide Shareholders and Countrywide Directors, we hope that shareholders will understand that Scheme Shareholders, Countrywide Shareholders and other attendees will not be permitted to attend the Court Meeting or the General Meeting in person, save for the Chair of the relevant Meeting and anyone else nominated by the Chair in order to establish a quorum.

Scheme Shareholders and Countrywide Shareholders are strongly encouraged to appoint “the Chair of the meeting” as their proxy. If any other person is appointed as proxy, he or she will not be permitted to attend the relevant Meeting in person, but will be able to attend, submit written questions and/or any objections and vote at the relevant Meeting remotely via the Virtual Meeting Platform, further details of which are set out below and in the Virtual Meeting Guide. Countrywide Shareholders and Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor@countrywide.co.uk. The Chair of the relevant Meeting will ensure that all such questions and/or any objections (in the case of the Court Meeting) relating to the formal business of the Meeting are addressed during the Meeting, unless no response is required to be provided under the Companies Act or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the relevant Meeting.

All references in this Document to “attend” and “vote” or “attending” and “voting” in the context of the Meetings are to remote attendance via the Virtual Meeting Platform and voting by proxy or remotely via the Virtual Meeting Platform respectively.

Instructions for accessing the Virtual Meeting Platform

Scheme Shareholders and Countrywide Shareholders will be given the opportunity to remotely attend, submit written questions and vote at the Court Meeting and the General Meeting via a virtual meeting platform provided by Lumi (the “**Virtual Meeting Platform**”). Countrywide Shareholders and Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor@countrywide.co.uk.

Scheme Shareholders and Countrywide Shareholders can access the Virtual Meeting Platform via a mobile web client, which is compatible with the latest browser versions of Chrome, Firefox, Internet Explorer 11 (Internet Explorer v. 10 and below are not supported), Edge and Safari and can be accessed using any web browser, on a PC or smartphone device. To remotely attend, submit written questions and/or vote using this method, please go to <https://web.lumiagm.com>.

Alternatively, Scheme Shareholders and Countrywide Shareholders can access the Virtual Meeting Platform by downloading the latest version of the Lumi AGM application (the “**App**”) onto their smartphone device. The App is available in native application format (Android and iOS devices only) and can be downloaded from the Google Play Store™ Market or the Apple® App Store by searching by the application name “Lumi AGM”. If you have previously downloaded the App, please ensure you are using the latest version by checking the status in the Google Play Store™ Market or the Apple® App Store. Please be aware that the App does not support Android 4.4 (or below) or iOS 9 (or below).

Once you have accessed <https://web.lumiagm.com> from your web browser, or downloaded the App, you will be asked to enter the Lumi Meeting ID which is 154-612-724. You will then be prompted to enter your unique login and PIN number. Your unique login is your 11-digit Investor Code (“**IVC**”), including any zeros, and your PIN number is the last four digits of your IVC. Your IVC can be found printed on your Form of Proxy. If you

are not in receipt of your IVC this can also be found on a share certificate or dividend tax voucher, or alternatively, if you are already registered on this website, you can sign in to www.countrywide-shares.co.uk to obtain your IVC. Access to the Meetings via the website or App will be available from 10:15 a.m. on 15 February 2021, as further detailed below. If you are unable to access your IVC and PIN, please call Link Group on 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Although access to the Meetings will be available from 10:15 a.m. on 15 February 2021, voting functionality will not be enabled until the Chair of the relevant Meeting declares the poll open. Scheme Shareholders and Countrywide Shareholders will be permitted to submit written questions (via the Virtual Meeting Platform) during the course of the relevant Meeting. Scheme Shareholders can use the same function to submit any written objections they may have to the Scheme at the Court Meeting. Countrywide Shareholders and Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor@countrywide.co.uk. The Chair of the relevant Meeting will ensure that all such questions and/or any objections (in the case of the Court Meeting) relating to the formal business of the Meeting are addressed during the Meeting, unless no response is required to be provided under the Companies Act or the provision of a response would, at the Chair's discretion, otherwise be undesirable in the interests of the Company or the good order of the relevant Meeting.

During the relevant Meeting, you must ensure you are connected to the internet at all times in order to submit written questions and/or any objections (in the case of the Court Meeting) and vote when the Chair commences polling. Therefore, it is your responsibility to ensure connectivity for the duration of the relevant Meeting via your wireless or other internet connection. The Virtual Meeting Guide contains further information on remotely accessing and participating in the Meetings via the Virtual Meeting Platform Lumi AGM App and <https://web.lumiagm.com> and is available on Countrywide's website at <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/>.

If you wish to appoint a proxy (other than the Chair of the Meeting) and for the proxy to attend the virtual meeting on your behalf, please contact Link Group on telephone number 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

If your shares are held within a nominee and you wish to access the electronic meeting, you will need to contact your nominee immediately. Your nominee will need to have completed a letter of representation and presented this to Link Group, our Registrar, no later than 72 hours before the start of the relevant Meeting in order to obtain a unique Login Code and PIN number on your behalf, which you can then use to access the electronic meeting. If you are in any doubt about your shareholding, please contact Link Group on telephone number 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

The COVID-19 situation is constantly evolving, and the UK Government may change current restrictions or implement further measures relating to the holding of shareholder meetings during the affected period. Any changes to the arrangements for the Court Meeting and the General Meeting will be communicated to Countrywide Shareholders and Scheme Shareholders before the Meetings, including through our website <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/> and by announcement through a Regulatory Information Service.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of Scheme Shareholders. Whether or not you intend to remotely attend and/or vote at the Meetings, you are therefore strongly advised to sign and return your BLUE Form of Proxy by post or transmit a proxy appointment and voting instruction (online or electronically through CREST) for the Court Meeting as soon as possible. The completion and return of the Forms of Proxy or transmission of a proxy appointment or voting instruction (online, or electronically through CREST or by any other procedure described in this Document) will not prevent you from remotely attending, submitting written questions and/or any objections (in the case of the Court Meeting) and voting at the Court Meeting or the General Meeting,

in each case via the Virtual Meeting Platform as described above and in the Virtual Meeting Guide, if you are entitled to and wish to do so.

If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:30 a.m. on 11 February 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid. In the case of the General Meeting, if the YELLOW Form of Proxy for the General Meeting is not lodged by 10:45 a.m. on 11 February 2021 using one of the methods listed above, it will be invalid.

Certain terms used in this Document are defined in Part IX (*Definitions*). References to times in this Document are to London, United Kingdom time unless otherwise stated.

If you have any questions about this Document, the Court Meeting or the General Meeting, or are in any doubt as to how to complete the Forms of Proxy or to submit your proxies electronically or online, please call Link Group on 0371 664 0321. For questions regarding the Virtual Meeting Platform, please call Link Group on 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helplines are open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Barclays Bank PLC, acting through its Investment Bank, (“**Barclays**”), which is authorised by the Prudential Regulation Authority and regulated in the UK by the Financial Conduct Authority and the Prudential Regulation Authority, is acting exclusively for Countrywide and no one else in connection with the Acquisition and shall not be responsible to anyone other than Countrywide for providing the protections afforded to clients of Barclays nor for providing advice in connection with the Acquisition or any other matter referred to herein.

In accordance with the Takeover Code, normal United Kingdom market practice and Rule 14e-5(b) of the US Exchange Act, Barclays and its affiliates will continue to act as exempt principal trader in Countrywide securities on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Takeover Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

Jefferies International Limited (“**Jefferies**”), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for Countrywide and no one else in connection with the Acquisition and will not be responsible to anyone other than Countrywide for providing the protections afforded to clients of Jefferies International Limited nor for providing advice in relation to the Acquisition or any other matter referred to herein. Neither Jefferies International Limited nor any of its 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 Jefferies International Limited in connection with any matter referred to herein or otherwise.

Evercore Partners International LLP (“**Evercore**”), which is authorised and regulated by the Financial Conduct Authority in the UK, is acting exclusively as financial adviser to Connells and Skipton and no one else in connection with the Acquisition and will not be responsible to anyone other than Connells or Skipton for providing the protections afforded to clients of Evercore nor for providing advice in connection with the matters referred to herein. Neither Evercore nor any of its subsidiaries, branches 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 Evercore in connection with any matter referred to herein or otherwise. Apart from the responsibilities and liabilities, if any, which may be imposed on Evercore by FSMA, or the regulatory regime established thereunder, or under the regulatory regime of any jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither Evercore nor any of its affiliates accepts any responsibility or liability whatsoever for the contents of this Document, and no representation, express or implied, is made by it, or purported to be made on its behalf, in relation to any matter referred to herein, including its accuracy, completeness or verification of any other statement made or purported to be made by it, or on its behalf, in connection with Connells, Skipton or the matters described in this Document. To the fullest extent permitted by applicable law, Evercore and its affiliates accordingly disclaim all and any responsibility or liability whether arising in tort, contract or otherwise (save as referred to above) which they might otherwise have in respect of this Document or any statement contained herein.

Liberum Capital Limited ("**Liberum**"), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively for Connells and Skipton and no one else in connection with the Acquisition. Liberum will not regard any other person (whether or not a recipient of this Document) as its client in relation to the Acquisition and will not be responsible to anyone other than Connells and Skipton for providing the protections afforded to its clients or for providing any advice in relation to matters or arrangements referred to herein. Apart from the responsibilities and liabilities, if any, which may be imposed on Liberum by FSMA or the regulatory regime established thereunder, or under the regulatory regime of any jurisdiction where the exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, Liberum does not accept any responsibility whatsoever for, and makes no representation or warranty, express or implied, as to the contents of this Document or for any other statement made or purported to be made by it, or on its behalf, in connection with Connells or Skipton and nothing in this Document will be relied upon as a promise or representation in this respect, whether or not to the past or future. Liberum accordingly, to the fullest extent permitted by law, disclaims all and any responsibility or liability, whether arising in tort, contract or otherwise (save as referred to above), which it might otherwise have in respect of this Document or any such statement.

IMPORTANT NOTICE

The release, publication or distribution of this Document in or into or from jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, such restrictions. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. This Document does not constitute an offer or invitation to purchase or subscribe for any securities or a solicitation of an offer to buy any securities pursuant to this Document or otherwise in any jurisdiction in which such offer or solicitation is unlawful.

The statements contained in this Document are made as at the date of this Document, unless some other time is specified in relation to them, and service of this Document shall not give rise to any implication that there has been no change in the facts set forth in this Document since such date. Nothing in this Document shall be deemed to be a forecast, projection or estimate of the future financial performance of Countrywide or Connells except where otherwise stated.

Overseas Shareholders

This Document has been prepared for the purposes of complying with English law, the Takeover Code, the Market Abuse Regulation, the Disclosure Guidance and Transparency Rules and the Listing Rules and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside England and Wales.

The availability of the Acquisition to Countrywide Shareholders who are not resident in and citizens of the UK may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not resident in the UK should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. In particular, the ability of persons who are not resident in the United Kingdom to vote their Countrywide Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by Connells or required by the Takeover Code, and permitted by applicable law and regulation, the Acquisition will 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 Scheme by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Copies of this Document and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send it in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented with the consent of the Panel by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made directly or indirectly, in or into, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail 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 and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.

Notice to US investors

The Acquisition relates to shares in an English company and is proposed to be made by means of a scheme of arrangement under English company law. US Countrywide Shareholders should note that the Scheme relates to the shares of an English company and will be governed by English law. Neither the US proxy solicitation rules nor the tender offer rules under the US Exchange Act will apply to the Acquisition and the Scheme. Moreover, the Acquisition and the Scheme are subject to the

disclosure requirements and practices applicable in England to schemes of arrangement, which differ from the disclosure requirements of the US proxy solicitation rules and tender offer rules.

Financial information included in this Document has been prepared in accordance with accounting standards applicable in the UK and may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the US. If Connells were to elect (with the consent of the Panel) to implement the Acquisition by means of a Takeover Offer, such Takeover Offer would be made in compliance with all applicable United States laws and regulations, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder. Such a Takeover Offer would be made in the United States by Connells and no one else.

Neither the SEC nor any securities commission of any state of the US nor any other US regulatory authority has approved the Acquisition, passed upon the fairness of the Acquisition or passed upon the adequacy or accuracy of this Document. Any representation to the contrary is a criminal offence in the US.

In accordance with the Takeover Code and normal UK practice, and pursuant to Rule 14e-5(b) of the US Exchange Act (were the Acquisition to be implemented by Takeover Offer), (a) Connells 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 Countrywide outside of the US, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes effective, lapses or is otherwise withdrawn and (b) Barclays and its affiliates will continue to act as exempt principal trader in Countrywide securities on the London Stock Exchange. If purchases or arrangements to purchase were to be made as contemplated by (a) above, they would occur either in the open market at prevailing prices or in private transactions at negotiated prices, and any information about such purchases or arrangements to purchase would be disclosed as required in the UK, would be reported to a Regulatory Information Service and would be available on the London Stock Exchange website at www.londonstockexchange.com. Purchases contemplated by (b) above that are required to be made public in the United Kingdom pursuant to the Takeover Code would be reported to a Regulatory Information Service and would be available on the London Stock Exchange website at www.londonstockexchange.com. Information would also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

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

It may be difficult for US Countrywide Shareholders to enforce their rights and any claim arising out of the US federal securities laws, since Countrywide and Connells are each located in a non-US jurisdiction, and some or all of their officers and directors are residents of non-US jurisdictions. US Countrywide Shareholders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Document (including information incorporated by reference in this Document), oral statements made regarding the Acquisition, and other information published by Countrywide, any member of the Countrywide Group, Connells, or any member of the Connells 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 Countrywide, any member of the Countrywide Group, Connells, or any member of the Connells Group or the Enlarged 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 Document may relate to Countrywide, any member of the Countrywide Group, Connells, or any member of the Connells Group or the Enlarged Group's future prospects, developments and business strategies, the expected timing and scope of the Acquisition and

all other statements in this Document other than statements of historical facts. In some cases, these forward-looking statements can be identified by the use of forward-looking terminology, including the terms 'intend', 'aim', 'project', 'anticipate', 'estimate', 'plan', 'believe', 'expect', 'may', 'should', 'will', 'continue' or, in each case, their negative and other variations or other similar or comparable words and expressions. 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 Countrywide, any member of the Countrywide Group, Connells, or any member of the Connells Group's operations and potential synergies resulting from the Acquisition; and (iii) the effects of global economic conditions and governmental regulation on Countrywide, any member of the Countrywide Group, Connells, or any member of the Connells Group's business.

By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that may 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 and future business combinations or disposals. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions prove 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.

None of Countrywide, any member of the Countrywide Group, Connells, nor any member of the Connells 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 Document shall actually occur. Given these risks and uncertainties, potential investors should not place any reliance on forward-looking statements.

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

Countrywide, each member of the Countrywide Group, Connells, and each member of the Connells Group expressly disclaims 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

No statement in this Document, or incorporated by reference in this Document, is intended as a profit forecast or estimate for any period and no statement in this Document should be interpreted to mean that earnings or earnings per share for Countrywide or Connells, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Countrywide or Connells, as appropriate.

ROUNDING

Certain figures included in this Document 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.

ELECTRONIC COMMUNICATIONS

Please be aware that addresses, electronic addresses and certain information provided by Countrywide Shareholders, persons with information rights and other relevant persons for the receipt of communications from Countrywide may be provided to Connells, members of the Connells Group and/or their respective advisers during the Offer Period as requested under Section 4 of Appendix 4 of the Takeover Code to comply with Rule 2.11(c) of the Takeover Code.

DEALING DISCLOSURE REQUIREMENTS

Under Rule 8.3(a) of the Takeover 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. on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. 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 Takeover 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. 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 (0)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.

PUBLICATION ON WEBSITE AND AVAILABILITY OF THIS DOCUMENT

A copy of this Document shall be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Countrywide's and Connells' websites at <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/> and <https://www.connellsgroup.co.uk/microsite> respectively by no later than 12 noon on the Business Day following the date of publication of this Document. For the avoidance of doubt, the contents of these websites are not incorporated into and do not form part of this Document.

Countrywide Shareholders may request a hard copy of this Document or information incorporated into this Document by reference to another source, free of charge, by (i) calling the Company's Registrar, Link Group, on 0371 664 0321 (calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes), or (ii) by writing to Link Group, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham BR3 4TU, in each case stating your name, and the address to which the hard copy should be sent. You may also request that all future documents, announcements and information sent to you in relation to the Acquisition should be in hard copy form.

This Document is dated 22 January 2021.

CONTENTS

	<i>Page</i>
ACTION TO BE TAKEN	11
EXPECTED TIMETABLE OF PRINCIPAL EVENTS	16
PART I LETTER FROM THE CHAIRMAN OF COUNTRYWIDE	18
PART II EXPLANATORY STATEMENT	26
PART III CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME AND TO THE ACQUISITION	42
PART IV THE SCHEME OF ARRANGEMENT	53
PART V FINANCIAL AND RATINGS INFORMATION	60
PART VI UNITED KINGDOM TAXATION	62
PART VII ADDITIONAL INFORMATION FOR OVERSEAS SHAREHOLDERS	64
PART VIII ADDITIONAL INFORMATION ON COUNTRYWIDE AND CONNELLS	66
PART IX DEFINITIONS	82
PART X NOTICE OF COURT MEETING	91
PART XI NOTICE OF GENERAL MEETING	96

ACTION TO BE TAKEN

For the reasons set out in this Document, the Countrywide Directors, who have been so advised by Barclays and Jefferies as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing their advice to the Countrywide Directors, Barclays and Jefferies have taken into account the commercial assessments of the Countrywide Directors. Barclays and Jefferies are each providing independent financial advice to the Countrywide Directors for the purposes of Rule 3 of the Takeover Code.

Accordingly, in order to implement the Acquisition, the Countrywide Directors unanimously recommend that you vote in favour of the Scheme at the Court Meeting and the Special Resolution proposed at the General Meeting, as those Countrywide Directors who hold Countrywide Shares have irrevocably undertaken to do in respect of their own beneficial holdings of Countrywide Shares (or those Countrywide Shares over which they have control), and that you take the action described below.

This page should be read in conjunction with the rest of this Document, and in particular, section 9 of Part I (*Letter from the Chairman of Countrywide*) and section 18 of Part II (*Explanatory Statement*) of this Document and the notices of the Court Meeting and the General Meeting at the end of this Document.

All references in this Document to “attend” and “vote” or “attending” and “voting” in the context of the Meetings are to remote attendance via the Virtual Meeting Platform and voting by proxy or remotely via the Virtual Meeting Platform respectively.

1. Documents

Please check that you have received the following:

- a BLUE Form of Proxy for use in respect of the Court Meeting on 15 February 2021;
- a YELLOW Form of Proxy for use in respect of the General Meeting 15 February 2021;
- the Virtual Meeting Guide prepared by Lumi explaining how Countrywide Shareholders and Scheme Shareholders can remotely access and participate in the Meetings via the Virtual Meeting Platform; and
- a pre-paid envelope for use in the UK only for the return of the BLUE Form of Proxy and the YELLOW Form of Proxy.

If you have not received all of these documents, please contact the Shareholder Helpline operated by Link Group on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

2. Voting at the Court Meeting and the General Meeting

IT IS IMPORTANT THAT, FOR THE COURT MEETING, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR REPRESENTATION OF SHAREHOLDER OPINION. YOU ARE THEREFORE STRONGLY URGED TO COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY BY POST (OR TRANSMIT A PROXY APPOINTMENT AND VOTING INSTRUCTION ONLINE OR THROUGH THE CREST ELECTRONIC PROXY APPOINTMENT SERVICE) AS SOON AS POSSIBLE.

The Scheme will require approval at a meeting of Scheme Shareholders convened with the permission of the Court to be held at the offices of Slaughter and May, One Bunhill Row, London EC1Y 8YY, United Kingdom at 10:30 a.m. on 15 February 2021. Implementation of the Scheme will also require approval of the Special Resolution relating to the Acquisition to be proposed at the General Meeting. The General Meeting will be held at the same place as the Court Meeting on 15 February 2021 at 10:45 a.m. (or as soon thereafter as the Court Meeting concludes or is adjourned).

As set out in the opening pages of this Document, in Part I (*Letter from the Chairman of Countrywide*), in Part X (*Notice of Court Meeting*) and Part XI (*Notice of General Meeting*), Scheme Shareholders, Countrywide Shareholders and other attendees will not be permitted to attend the Court Meeting and the General Meeting in person, but can remotely attend, submit written questions and/or any objections (in the case of the Court Meeting) and vote at the Court Meeting or the General Meeting via the Virtual Meeting Platform, as described in the opening pages of this Document and the Virtual Meeting Guide. Countrywide Shareholders and Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor@countrywide.co.uk.

Scheme Shareholders and Countrywide Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting and the General Meeting as soon as possible, using any of the methods (by post, online or electronically through CREST) set out below. Scheme Shareholders and Countrywide Shareholders are also strongly encouraged to appoint “the Chair of the meeting” as their proxy. If any other person is appointed as proxy, he or she will not be permitted to attend the relevant Meeting in person, but will be able to attend, submit written questions and/or any objections and vote at the relevant Meeting remotely via the Virtual Meeting Platform, as described in the opening pages of this Document and the Virtual Meeting Guide. Countrywide Shareholders and Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor@countrywide.co.uk.

Scheme Shareholders and Countrywide Shareholders are required to submit or amend proxy voting instructions in respect of the relevant Meeting not later than 48 hours before the relevant Meeting (excluding any part of such 48 hour period falling on a day that is not a working day) (or in the case of any adjournment, not later than 48 hours before the time fixed for the adjourned Meeting). In the case of the Court Meeting only, Scheme Shareholders who have not cast or amended their proxy voting instructions by this time may email the BLUE Form of Proxy to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid.

Countrywide Shareholders are entitled to appoint a proxy in respect of some or all of their Countrywide Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Countrywide Shareholders who wish to appoint more than one proxy in respect of their holding of Countrywide Shares should contact Link Group for further Forms of Proxy or photocopy the Forms of Proxy as required.

(a) ***Sending Forms of Proxy by post***

Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them to Link Group, the Company’s Registrar, by post to Link Group, The Registry, PXS 1, 34 Beckenham Road, Beckenham BR3 4ZF, so as to be received as soon as possible and in any event not later than the relevant times set out below:

BLUE Forms of Proxy for the Court Meeting	10:30 a.m. on 11 February 2021
YELLOW Forms of Proxy for the General Meeting	10:45 a.m. on 11 February 2021

or, if in either case the Meeting is adjourned, the relevant Form of Proxy should be received not later than 48 hours (excluding any part of such 48 hours period falling on a day that is not a working day) before the time fixed for the adjourned Meeting.

If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:30 a.m. on 11 February 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid. In the case of the General Meeting, if the YELLOW Form of Proxy for the General Meeting is not lodged by 10:45 a.m. on 11 February 2021 using one of the methods listed above, it will be invalid.

The completion and return of the Forms of Proxy by post (or transmission of a proxy appointment or voting instruction electronically, online, through CREST or by any other procedure described in this Document) will not prevent you from remotely attending, submitting written questions

and/or any objections (in the case of the Court Meeting) and voting at the Court Meeting or the General Meeting, in each case via the Virtual Meeting Platform as described in the opening pages of this Document and the Virtual Meeting Guide, if you are entitled to and wish to do so.

(b) **Online appointment of proxies**

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by logging on to the following website: www.countrywide-shares.co.uk and following the instructions therein. For an electronic proxy appointment to be valid, the appointment must be received by Link Group not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the relevant Meeting or any adjournment thereof. In the case of the Court Meeting only, if the electronic proxy appointment is not received by this time, the BLUE Form of Proxy may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid. Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

(c) **Electronic appointment of proxies through CREST**

If you hold Countrywide Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Court Meeting or the General Meeting (or any adjourned Meeting) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out in Part X (*Notice of Court Meeting*) and Part XI (*Notice of General Meeting*) of this Document). CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Link Group (ID: RA10) not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the relevant Meeting or any adjournment thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Link Group is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. In the case of the Court Meeting only, if the CREST proxy appointment or instruction is not received by this time, the BLUE Form of Proxy may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. For further information on the logistics of submitting messages in CREST, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Countrywide may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

3. Instructions for accessing the Virtual Meeting Platform

Scheme Shareholders and Countrywide Shareholders will be given the opportunity to remotely attend, submit written questions and vote at the Court Meeting and the General Meeting via Lumi, the Virtual Meeting Platform.

Scheme Shareholders and Countrywide Shareholders can access the Virtual Meeting Platform via a mobile web client, which is compatible with the latest browser versions of Chrome, Firefox, Internet Explorer 11 (Internet Explorer v. 10 and below are not supported), Edge and Safari and can be accessed using any web browser, on a PC or smartphone device. To remotely attend, submit written questions and/or vote using this method, please go to <https://web.lumiagm.com>.

Alternatively, Scheme Shareholders and Countrywide Shareholders can access the Virtual Meeting Platform by downloading the latest version of the App (the Lumi AGM application) onto their smartphone device. The App is available in native application format (Android and iOS devices only) and can be downloaded from the Google Play Store™ Market or the Apple® App Store by searching by the application name “Lumi AGM”. If you have previously downloaded the App, please ensure you are using the latest version by checking the status in the Google Play Store™ Market or the Apple® App Store. Please be aware that the App does not support Android 4.4 (or below) or iOS 9 (or below).

Once you have accessed <https://web.lumiagm.com> from your web browser, or downloaded the App, you will be asked to enter the Lumi Meeting ID which is 154-612-724. You will then be prompted to enter your unique login and PIN number. Your unique login is your 11-digit Investor Code (“IVC”), including any zeros, and your PIN number is the last four digits of your IVC. Your IVC can be found printed on your Form of Proxy. If you are not in receipt of your IVC this can also be found on a share certificate or dividend tax voucher, or alternatively you can sign in to www.countrywide-shares.co.uk to obtain your IVC. Access to the Meetings via the website or App will be available from 10:15 a.m. on 15 February 2021, as further detailed below. If you are unable to access your IVC and PIN, please call Link Group on 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Although access to the Meetings will be available from 10:15 a.m. on 15 February 2021, voting functionality will not be enabled until the Chair of the relevant Meeting declares the poll open. Scheme Shareholders and Countrywide Shareholders will be permitted to submit written questions (via the Virtual Meeting Platform) during the course of the relevant Meeting. Scheme Shareholders can use the same function to submit any written objections they may have to the Scheme at the Court Meeting. Countrywide Shareholders and Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor@countrywide.co.uk. The Chair of the relevant Meeting will ensure that all such questions and/or any objections (in the case of the Court Meeting) relating to the formal business of the Meeting are addressed during the Meeting, unless no response is required to be provided under the Companies Act or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the relevant Meeting.

During the relevant Meeting, you must ensure you are connected to the internet at all times in order to submit written questions and/or any objections (in the case of the Court Meeting) and vote when the Chair commences polling. Therefore, it is your responsibility to ensure connectivity for the duration of the relevant Meeting via your wireless or other internet connection. The Virtual Meeting Guide contains further information on remotely accessing and participating in the Meetings via the Virtual Meeting Platform Lumi AGM App and <https://web.lumiagm.com> and is available on Countrywide’s website at <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/>.

If you wish to appoint a proxy (other than the Chair of the Meeting) and for the proxy to attend the virtual meeting on your behalf, please contact Link Group on telephone number 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link

Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

If your shares are held within a nominee and you wish to access the electronic meeting, you will need to contact your nominee immediately. Your nominee will need to have completed a letter of representation and presented this to Link Group, our Registrar, no later than 72 hours before the start of the relevant Meeting in order to obtain a unique Login Code and PIN number on your behalf, which you can then use to access the electronic meeting. If you are in any doubt about your shareholding, please contact Link Group on telephone number 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

This situation is constantly evolving, and the UK Government may change current restrictions or implement further measures relating to the holding of shareholder meetings during the affected period. Any changes to the arrangements for the Court Meeting and the General Meeting will be communicated to Countrywide Shareholders and Scheme Shareholders before the Meetings, including through our website <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/> and by announcement through a Regulatory Information Service.

4. Countrywide Share Plans

Participants in the Countrywide Share Plans will be contacted separately regarding the effect of the Scheme on their rights under the Countrywide Share Plans.

5. Shareholder Helpline

If you have any questions about this Document, the Court Meeting, the General Meeting or how to complete the Forms of Proxy or to submit your proxies electronically or online, please call Link Group on 0371 664 0321. For questions regarding the Virtual Meeting Platform, please call Link Group on 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helplines are open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following indicative timetable is based on Countrywide's and Connells' current expected dates for the implementation of the Scheme and is subject to change. If any of the dates and/or times in this expected timetable change, the revised dates and/or times will be notified to Countrywide Shareholders by announcement through the Regulatory Information Service of the London Stock Exchange.

Event	Time and/or date ⁽¹⁾
Publication of this Document	22 January 2021
Latest time for lodging Forms of Proxy for the:	
Court Meeting (BLUE form)	10:30 a.m. on 11 February 2021 ⁽²⁾
General Meeting (YELLOW form)	10:45 a.m. on 11 February 2021 ⁽³⁾
Voting Record Time	6:00 p.m. on 11 February 2021 ⁽⁴⁾
Court Meeting	10:30 a.m. on 15 February 2021
General Meeting	10:45 a.m. on 15 February 2021⁽⁵⁾
<p><i>The following dates and times associated with the Scheme are subject to change and will depend on, among other things, the date on which the Conditions to the Scheme are satisfied or, if capable of waiver, waived, and the date on which the Court sanctions the Scheme. Countrywide will give adequate notice of all of these dates and times, when known, by issuing an announcement through a Regulatory Information Service, with such announcement being made available on Countrywide's website at https://www.countrywide.co.uk/corporatelinvestor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/. Further updates and changes to these times will be notified in the same way. See also note (1).</i></p>	
Scheme Court Hearing	a date (following the Meetings) expected to be no later than 14 days after the satisfaction (or, if applicable, waiver) of Condition 3(A) ("D")
Last day for dealings in, and for the registration of transfer of, Countrywide Shares	D+1 Business Day
Scheme Record Time	6:00 p.m. on D+1 Business Day
Disablement of CREST in respect of Countrywide Shares	6:00 p.m. on D+1 Business Day
Suspension of dealings in Countrywide Shares	by 7:30 a.m. on D+2 Business Days
Effective Date of the Scheme	D+2 Business Days⁽⁶⁾
Cancellation of listing of Countrywide Shares	by 7:30 a.m. on D+3 Business Days
Latest date for despatch of cheques and crediting of CREST accounts for cash consideration due under the Scheme	within 14 days of the Effective Date
Long Stop Date ⁽⁷⁾	30 June 2021
<p>(1) The dates and times given are indicative only and are based on current expectations and are subject to change (including as a result of changes to the regulatory timetable).</p> <p>References to times are to London, United Kingdom time unless otherwise stated. If any of the times and/or dates above change, the revised times and/or dates will be notified to Countrywide Shareholders by announcement through a Regulatory Information Service.</p> <p>Participants in the Countrywide Share Plans will be contacted separately to inform them of the effect of the Scheme on their rights under the Countrywide Share Plans, including details of any appropriate proposals being made and dates and times relevant to them.</p>	

- (2) It is requested that BLUE Forms of Proxy for the Court Meeting be lodged not later than 48 hours prior to the time appointed for the Court Meeting or, if the Court Meeting is adjourned, the time fixed for any adjourned Court Meeting (excluding any part of such 48 hour period falling on a day that is not a working day). If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:30 a.m. on 11 February 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid.
- (3) In order to be valid, the YELLOW Forms of Proxy for the General Meeting must be received by 10:45 a.m. on 11 February 2021 or, if the General Meeting is adjourned, 48 hours prior to the time fixed for the adjourned General Meeting (excluding any part of such 48 hour period falling on a day that is not a working day).
- (4) If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the relevant adjourned Meeting will be 6:00 p.m. on the day which is two Business Days prior to the date of the adjourned Meeting.
- (5) To commence at 10:45 a.m. or as soon thereafter as the Court Meeting concludes or is adjourned.
- (6) Connells expects that, subject to the satisfaction of Condition 3(A) in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document, the Acquisition will become Effective by the end of the first quarter of 2021.
- (7) This is the latest date by which the Scheme may become Effective. However, the Long Stop Date may be extended to such later date as may be agreed by Countrywide and Connells (with the Panel's consent and as the Court may approve (if such approval(s) are required)).

PART I

LETTER FROM THE CHAIRMAN OF COUNTRYWIDE

(Incorporated in England and Wales with registered number 08340090)

Countrywide plc
Greenwood House 1st Floor
91-99 New London Road
Chelmsford, Essex
United Kingdom
CM2 0PP

Directors:

David Watson (*Acting Non-Executive Chairman*)
Philip Bowcock (*Interim Chief Executive Officer*)
Himanshu Raja (*Chief Financial Officer*)
Paul Creffield (*Group Managing Director*)
Natalie Ceeney (*Senior Independent Non-Executive Director*)
Lisa Charles-Jones (*Independent Non-Executive Director*)
Rupert Gavin (*Independent Non-Executive Director*)
Amanda Rendle (*Independent Non-Executive Director*)
Mark Shuttleworth (*Independent Non-Executive Director*)
Caleb Kramer (*Non-Executive Director*)

22 January 2021

To the holders of Countrywide Shares and, for information only, to holders of awards and options under the Countrywide Share Plans and persons with information rights.

Dear Shareholder,

RECOMMENDED CASH ACQUISITION OF COUNTRYWIDE PLC BY CONNELLS LIMITED

1. Introduction

On 31 December 2020, the boards of Countrywide and Connells announced that they had agreed the terms of a recommended cash acquisition pursuant to which Connells proposes to acquire the entire issued and to be issued share capital of Countrywide. The Acquisition is to be effected by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act.

I am writing to you today, on behalf of the Countrywide Directors, to set out the background to the Acquisition and the reasons why the Countrywide Directors consider the terms of the Acquisition to be fair and reasonable and are unanimously recommending that you vote in favour of the Scheme at the Court Meeting and in favour of the Special Resolution at the General Meeting, as those Countrywide Directors who hold Countrywide Shares have irrevocably undertaken to do in respect of their own beneficial holdings of Countrywide Shares (or those Countrywide Shares over which they have control), which amount in total to 84,096 Countrywide Shares representing, in aggregate, approximately 0.26 per cent. of the existing issued ordinary share capital of Countrywide as at the Latest Practicable Date. I draw your attention to the letter from Jefferies and Barclays set out in Part II (*Explanatory Statement*) of this Document which gives details about the Acquisition and to the additional information set out in Part VIII (*Additional Information on Countrywide and Connells*) of this Document. Further information relating to the irrevocable undertakings given by those Countrywide Directors who hold Countrywide Shares, including the circumstances in which they may lapse, is set out at section 4 of this letter, and in section 6 of Part VIII (*Additional Information on Countrywide and Connells*) of this Document.

In order to approve the terms of the Acquisition, the required majority of Scheme Shareholders will need to vote in favour of the resolution to be proposed at the Court Meeting and the required majority of Countrywide Shareholders will need to vote in favour of the Special Resolution to be proposed at the General Meeting. The Court Meeting and the General Meeting are to be held on 15 February 2021 at 10:30 a.m. and 10:45 a.m. (or immediately after the conclusion of the Court Meeting), respectively, at

the offices of Slaughter and May, One Bunhill Row, London EC1Y 8YY, United Kingdom. However, in light of the current COVID-19 Restrictions, attendance and voting in person at the Meetings will not be permitted, but Scheme Shareholders and Countrywide Shareholders are reminded that they can remotely attend, submit written questions and/or any objections (in the case of the Court Meeting) and vote at the Court Meeting or the General Meeting via the Virtual Meeting Platform, as described in the opening pages of this Document and the Virtual Meeting Guide. Countrywide Shareholders and Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor@countrywide.co.uk.

Scheme Shareholders and Countrywide Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting and the General Meeting as soon as possible, using any of the methods (by post, online or electronically through CREST) set out in this Document. Scheme Shareholders and Countrywide Shareholders are also strongly encouraged to appoint “the Chair of the meeting” as their proxy. If any other person is appointed as proxy, he or she will not be permitted to attend the relevant Meeting in person, but will be able to attend, submit written questions and/or any objections and vote at the relevant Meeting remotely via the Virtual Meeting Platform. Countrywide Shareholders and Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor@countrywide.co.uk.

Details of the actions you should take are set out in section 18 of Part II (*Explanatory Statement*) of this Document. The recommendation of the Countrywide Directors is set out in section 12 of this letter.

2. Summary of the terms of the Acquisition

Under the terms of the Acquisition, which is subject to the Conditions and further terms set out in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document, Scheme Shareholders will be entitled to receive:

for each Scheme Share 395 pence in cash

The Acquisition values the entire issued and to be issued ordinary share capital of Countrywide at approximately £134.3 million, and implies an enterprise value of approximately £223.1 million, and represents:

- a premium of approximately 172 per cent. to the Closing Price of 145.0 pence per Countrywide Share on 6 November 2020 (being the last Business Day prior to the commencement of the Offer Period); and
- a premium of approximately 241 per cent. to the six month volume weighted average price of 115.7 pence per Countrywide Share to 6 November 2020 (being the last Business Day prior to the commencement of the Offer Period).

Connells will have the right to reduce the aggregate consideration payable under the Acquisition to reflect the aggregate amount of any dividend and/or other distribution and/or return of capital, which is or has been declared, made or paid or becomes payable in respect of the Countrywide Shares on or after the date of the Original 2.7 Announcement and before the Effective Date. For further details, please refer to section 2 of Part II (*Explanatory Statement*) and section 11 of Part B of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*).

Connells believes that the proposed Acquisition will not give rise to any competition concerns in any markets in which Connells and Countrywide operate and is confident that the CMA will concur with this view. Accordingly, the Acquisition does not contain a specific condition requiring clearance from the CMA. Connells is also strongly of the view that the Acquisition would not warrant any divestments and that there is no reasonable basis for the Acquisition to be blocked. Moreover, Connells believes that the Acquisition will enhance the value proposition for customers and will benefit consumers as a whole.

Connells has said that, subject to receipt of the necessary FCA approval, it expects the Acquisition will become Effective by the end of the first quarter of 2021.

Further information about the Acquisition is provided in Part II (*Explanatory Statement*) of this Document.

3. Background to and reasons for the recommendation

On 22 October 2020, Countrywide announced a recommended strategic investment by Alchemy Partners comprising, amongst other things, a fully underwritten capital raising of approximately £90 million by way of a firm placing and placing and open offer at 135 pence per Countrywide Share, together with a tender offer and accompanying tender offer placing to Alchemy Partners at 180 pence per Countrywide Share (the “**Alchemy Proposal**”).

On 9 November 2020, Countrywide announced that it had received an indicative approach from Connells at a price of 250 pence per Countrywide Share (the “**Possible Cash Offer**”). Countrywide also announced that, in light of its recent discussions with Countrywide Shareholders at the time, the Countrywide Board had taken the decision to postpone the general meeting to approve the shareholder resolutions pursuant to the Alchemy Proposal until further notice.

On 24 November 2020, Countrywide announced a number of board changes, including the appointment of Philip Bowcock as Interim CEO, the resignation of Peter Long as Executive Chairman, and the appointment of myself (David Watson) as Acting Non-Executive Chairman, in each case with immediate effect.

On 2 December 2020, Countrywide announced that Alchemy Partners had recently submitted an indicative revised proposal for an equity raising fully underwritten by Alchemy Partners (the “**Revised Alchemy Proposal**”). The key terms included an opportunity for existing Countrywide Shareholders to sell their Countrywide Shares at 250 pence per Countrywide Share, a recapitalisation of approximately £70 million comprising a firm placing to Alchemy Partners at 225 pence per Countrywide Share generating gross proceeds of approximately £35 million and a £35 million open offer to be fully underwritten by Alchemy Partners at 100 pence per Countrywide Share. Further, the Countrywide Board announced that it had unanimously rejected the Possible Cash Offer from Connells at 250 pence per Countrywide Share.

On 7 December 2020, Connells announced a firm intention to make a cash offer for Countrywide at a price of 325 pence per Countrywide Share (the “**Original 2.7 Announcement**”). Following the Original 2.7 Announcement, the Countrywide Board continued to engage with all its major shareholders to explore all potential options to deliver a sustainable capital structure for the Company and to maximise shareholder value, including (but not limited to): (i) a capital raise to be underwritten by Alchemy Partners, on either the Revised Alchemy Proposal terms, or on amended terms; (ii) a cash offer from Connells; and (iii) a capital raise from existing Countrywide Shareholders.

Following a series of discussions between both parties, Connells indicated to the Countrywide Board that, subject to, amongst other things, a unanimous recommendation from the Countrywide Board and receipt of irrevocable undertakings from those Countrywide Directors who hold Countrywide Shares and from a number of major shareholders to vote in favour of the Scheme at the Court Meeting and the Special Resolution relating to the Acquisition at the General Meeting, it would be prepared to increase its offer to 395 pence per Countrywide Share in cash (such proposal constituting the Acquisition).

The Countrywide Board, together with its advisers, carefully considered the merits of the Acquisition, including in the context of all potential strategic options for the Company, and has engaged extensively with its major shareholders. The Countrywide Board notes that the terms of the Acquisition represent a premium of approximately:

- 172 per cent. to the Closing Price of 145.0 pence per Countrywide Share on 6 November 2020 (being the last Business Day prior to the commencement of the Offer Period); and
- 241 per cent. to the six month volume weighted average price of 115.7 pence per Countrywide Share to 6 November 2020 (being the last Business Day prior to the commencement of the Offer Period).

In reviewing the Acquisition, the Countrywide Board took account of the impact on wider stakeholders and gave due consideration to Connells’ intention for Countrywide’s management, employees and places of business. Whilst the Countrywide Board recognises that Connells has identified certain duplicated costs across some head office and/or centralised administration functions, which could result in some headcount reductions, the Countrywide Board is pleased to note that Connells intends to maintain and enhance Countrywide’s current service offering and invest in its branches, technology and people and does not anticipate making any material changes to the locations or functions of

Countrywide's branch network. The Countrywide Board is also pleased to note Connells' confirmation that, following the completion of the Acquisition, the existing contractual and statutory employment rights, including in relation to pensions, of all Countrywide employees will be fully safeguarded in accordance with applicable laws.

In this context, the Countrywide Board has concluded that the Acquisition is superior to alternative strategies for realising value and provides Countrywide Shareholders with a cash price that fairly represents both the future opportunities and risks inherent in the business and the delivery of its strategy. This was reflected in the support for the Acquisition provided by Countrywide Shareholders at the time of the Recommended Increased Cash Acquisition Announcement in respect of 16,751,287 Countrywide Shares in aggregate, representing approximately 51.13 per cent. of the existing issued ordinary share capital of Countrywide as at that time. Connells has subsequently acquired 1,919,995 Countrywide Shares and those shares, together with the Countrywide Shares in respect of which Connells has obtained irrevocable undertakings in support of the Acquisition, amount to 17,166,670 Countrywide Shares (representing approximately 52.40 per cent. of the existing issued ordinary share capital of Countrywide as at the Latest Practicable Date).

Accordingly, following careful consideration of the above factors, the Countrywide Directors unanimously recommend that Countrywide Shareholders vote in favour of the Scheme at the Court Meeting and of the Special Resolution relating to the Acquisition at the General Meeting.

4. Irrevocable undertakings and former letter of intent

Connells owns or has received irrevocable support for the Acquisition from Countrywide Shareholders in respect of, in aggregate, 17,166,670 Countrywide Shares (representing approximately 52.40 per cent. of the existing issued ordinary share capital of Countrywide) as at the Latest Practicable Date, as set out below.

Connells has received irrevocable undertakings to vote, procure votes or issue instructions to vote in favour of the Scheme at the Court Meeting and the Special Resolution relating to the Acquisition at the General Meeting (or, in the event that the Acquisition is implemented by a Takeover Offer, to accept or procure acceptance of such Takeover Offer) from each of those Countrywide Directors who hold Countrywide Shares, Hosking Partners LLP, Jeremy John Hosking and Django O'Connell Davidson (being persons associated with Hosking Partners LLP), OCM Luxembourg Castle Holdings S.à r.l., OCM Luxembourg EPF III Castle Holdings S.à r.l. and Catalyst Partners, in respect of 15,246,675 Countrywide Shares (representing approximately 46.54 per cent. of the existing issued ordinary share capital of Countrywide as at the Latest Practicable Date).

It was also announced in the Recommended Increased Cash Acquisition Announcement that Connells had received a letter of intent from Schroder Investment Management Limited ("**Schroders**") to vote or procure votes in favour of the Scheme at the Court Meeting and the Special Resolution relating to the Acquisition at the General Meeting (or in the event that the Acquisition was implemented by a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of 1,504,612 Countrywide Shares.

As announced by Connells on 7 January 2021, Connells has since purchased Schroders' entire holding of Countrywide Shares (being 1,919,995 Countrywide Shares as at the date of purchase, including the 1,504,612 Countrywide Shares subject to the letter of intent) and, accordingly, Schroders' letter of intent has ceased to have effect and is no longer relevant in the context of the Scheme or Acquisition. The Countrywide Shares so purchased by Connells are not Scheme Shares and accordingly will not be taken into account for the purposes of voting at the Court Meeting.

Further details of these irrevocable undertakings and the former letter of intent, including the circumstances in which they may lapse, are set out in section 6 of Part VIII (*Additional Information on Countrywide and Connells*) of this Document. Copies of the irrevocable undertakings and the former letter of intent are available on Countrywide's website at <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/> and will remain on display until the end of the Offer Period.

5. Background to and reasons for the Acquisition

The Connells Board believes that the Acquisition provides compelling value for Countrywide Shareholders in the context of a challenging housing market and broader macro-economic uncertainty as a result of the COVID-19 pandemic and Brexit. The terms of the Acquisition provide Countrywide Shareholders with the certainty of an all-cash offer at a 172 per cent. premium to Countrywide's unaffected share price.

Connells operates one of the leading estate agency networks in the UK. Connells' diversified business model spans residential property sales and lettings and a comprehensive range of related business to consumer and business to business services including new homes, sales, mortgage and protection services, conveyancing, surveying, corporate lettings, asset management, land and planning and auctions.

Connells' focus on customer service, investment in talent and product innovation underpin its track record of delivering strong operational and financial performance, including against online players. Connells has been at the forefront of key developments in the UK real estate services sector, including being one of the founding firms (alongside Countrywide) of both Rightmove and Zoopla, which have revolutionised customers' property search experience.

As part of an enlarged estate agency group, Countrywide will benefit from long-term investment and strategic decision-making, enhanced by the stability and resilience provided by Connells' parent organisation, Skipton.

Connells believes that a well-invested high street branch network, coupled with a diversified brand portfolio, will allow the combined business to provide an attractive offering to its customers. Connells also believes that the branch network of Countrywide is a key asset and intends to maintain and enhance Countrywide's current branding and service offering, while leveraging its own track record of positive investment in people and technology.

Connells further believes that the Enlarged Group will provide exciting career opportunities for both Connells and Countrywide employees, and will have the potential to attract the best talent in the industry across all areas of expertise.

Connells continues to be a driver of innovation in the UK real estate services sector, having made successful early investments in a number of technology-enabled firms such as Fixflo, Vibrant Energy, Zero Deposit Scheme and MIO. Its investments have allowed Connells to offer an increasingly attractive proposition to customers, while generating long term resources to further invest in its core businesses.

Connells has a successful track record of integrating acquisitions and helping to develop the businesses that it has acquired. Notable acquisitions include Sequence, Sharman Quinney, Peter Alan, Burchell Edwards, Gascoigne Halman, Rook Matthews Sayer, The Asset Management Group and The New Homes Group, each of which has continued to thrive under Connells' ownership. Connells believes that it is well-positioned to be a long-term custodian of Countrywide, just as it has been for the numerous firms it has successfully acquired and grown over the last 18 years.

6. Directors, management, employees, pensions, research and development and locations

Connells' strategic plans for Countrywide

Connells and Countrywide have highly complementary businesses. The Connells Board believes that the Acquisition will allow the enlarged Connells Group to provide a more integrated suite of services and enhance its value proposition to customers, especially in the business to consumer segment, while building a stronger and more efficient branch network.

As a result of its due diligence review, sector knowledge and management expertise, Connells envisages that the business of Countrywide would continue to operate materially in the same way without significant disruption to either the Connells or Countrywide businesses once Countrywide has been fully integrated with Connells.

Connells' primary motivation for the Acquisition is to invest in and grow the Countrywide business. Based on Connells' knowledge of Countrywide and existing presence in the UK estate agency sector, Connells believes that there will inevitably be some duplication of operational infrastructure between the

two businesses where efficiencies may be achievable. In this context, Connells has identified some areas of potential recurring cost synergies, including:

- certain duplicated costs across some head office and/or centralised administration functions, which could result in some headcount reductions and relocations;
- leveraging IT expertise and best practices across both Connells and Countrywide; and
- operational cost savings from the removal of listing, administrative and other related operational expenses.

Other than the above-referenced head office and centralised administration functions, there are no specific identified potential cost savings which would involve a material reduction of employee headcount.

Connells intends to maintain and enhance Countrywide's current service offering and invest in its branches, technology and people to put the Countrywide business back on a solid footing. Connells does not anticipate making any material changes to the locations or functions of Countrywide's branch network.

The unknown duration and extent of the macro and micro economic consequences of the COVID-19 pandemic and the steps taken by the UK and other governments to address health risks remain a material risk. It should be noted that the current pandemic may impact Connells' and/or Countrywide's views on near-term operational execution and decision-making, and therefore Connells and/or Countrywide may need to be agile to adapt their operational and strategic intentions to the impact of the pandemic.

Employees and management

Connells attaches great importance to the skills, experience and continued commitment of Countrywide management and employees, and believes that they will benefit from greater opportunities as a result of the Acquisition. In addition to sharing a customer-oriented focus on quality of service and successful outcomes, Connells believes that the employees of Countrywide will benefit from being part of a larger, more resilient estate agency organisation.

There are no agreements or arrangements between Connells and the management or employees of Countrywide in relation to their ongoing involvement in the business and the Acquisition will not be conditional on reaching agreement with such persons.

The implementation of any employee reductions by the Enlarged Group will be subject to comprehensive planning and engagement with employees and consultation with employee representatives as required by applicable law. Any affected employees will be treated in a fair and equitable manner consistent with Connells' culture of respect.

Connells expects that the Countrywide Non-Executive Directors will each resign from his or her office as a Countrywide Director upon completion of the Acquisition.

Incentivisation and Retention Arrangements

Connells has not entered into, and is not in discussions on proposals to enter into, any form of incentive arrangements with any member of the Countrywide Board or senior management who is interested in Countrywide Shares.

Existing rights and pension schemes

Connells confirms that, following the completion of the Acquisition, the existing contractual and statutory employment rights, including in relation to pensions, of all Countrywide employees will be fully safeguarded in accordance with applicable laws. Connells confirms that it does not intend to make any material changes to the balance of skills and functions of employees across Countrywide.

Subject to the usual scheme valuation processes, Connells does not intend to make any changes to the current employer pension contribution arrangements (including with regard to current arrangements for the funding of any scheme deficit), or the accrual of benefits for existing members, or the admission of new members, in relation to Countrywide's defined benefit pension plan.

Locations and headquarters

At this stage, no decision has been made by Connells in relation to Countrywide's headquarters in Milton Keynes. However, as part of the integration process, Connells will review head office functions at Countrywide and Connells and consider opportunities to consolidate certain functions and premises. Certain head office functions could be co-located either at Connells' head office or Countrywide's head office which are only nine miles apart.

There are no plans to redeploy the fixed assets of Countrywide. Countrywide does not currently have a research and development function and Connells has no plans in this regard.

Trading Facilities

Countrywide is currently listed on the Official List and admitted to trading on the London Stock Exchange. Following the Effective Date, a request will be made to the FCA to cancel trading in Countrywide Shares and to de-list Countrywide from the Official List, following which Countrywide would be re-registered as a private limited company.

7. Countrywide Share Plans

Details of the arrangements proposed to be implemented in relation to the Countrywide Share Plans in connection with the Acquisition are set out in section 8 of Part II (*Explanatory Statement*) of this Document.

8. Countrywide current trading

For the year ended 31 December 2018 (for which figures were restated following the reclassification of Lambert Smith Hampton as a discontinued operation), Countrywide reported total revenue of £515.1 million and a loss before tax of £259.5 million. As at 31 December 2018, Countrywide had £441.7 million of consolidated total assets and £220.3 million of consolidated total equity.

For the year ended 31 December 2019, Countrywide reported total revenue of £498.1 million and a loss before tax of £37.9 million. As at 31 December 2019, Countrywide had £414.6 million of consolidated total assets and £97.6 million of consolidated total equity.

For the half year ended 30 June 2020 (for which figures are unaudited), Countrywide reported revenue of £173.8 million and a loss before tax of £44.3 million. As at 30 June 2020, Countrywide had £411.0 million of consolidated total assets and £53.7 million of consolidated total equity.

On 22 October 2020, Countrywide published its unaudited third quarter trading update in respect of the nine month period to 30 September 2020 (the "**Q3 2020 Trading Update**"). Current trading for Countrywide continues in line with statements made in the Q3 2020 Trading Update.

Furthermore, for the 12 months ended 31 December 2020 (for which figures are unaudited), total income for the Countrywide Group was £415.0 million (2019: £498.1 million), a decline of 16.7 per cent. year-on-year materially impacted by COVID-19 and the effect of the tenant fee ban introduced in 2019. Within the reporting segments over the same period: (i) Sales and Lettings income was down 13.5 per cent. year-on-year, however a strong final quarter saw the year-end sales pipeline at £61.8 million, up 55 per cent. year-on-year; (ii) Financial Services income was down 25.3 per cent. year-on-year; and (iii) B2B income was down 20.4 per cent. year-on-year, however both the Financial Services and the B2B reporting segments showed a strong recovery in the second half of the year and a strong finish in December year-on-year compared with December 2019, with growth in written mortgages, and in surveying and conveyancing instructions.

The financial information for the 12 months ended 31 December 2020 is based on unaudited management accounts of the Countrywide Group as of, and for, the 12 months ended 31 December 2020 and the audited financial statements of the Countrywide Group for the 12 months ended 31 December 2019 (as contained in the 2019 Countrywide Annual Report).

Financial information relating to Countrywide is set out in Part V (*Financial and Ratings Information*) of this Document.

9. Action to be taken by Countrywide Shareholders

Details of the approvals being sought at the Court Meeting and the General Meeting and the action to be taken by Scheme Shareholders and Countrywide Shareholders in respect of the Acquisition and the Scheme are set out in section 18 of Part II (*Explanatory Statement*) of this Document.

Details relating to the cancellation of listing of the Countrywide Shares and settlement of the cash consideration offered by Connells are included in sections 13 and 14 of Part II (*Explanatory Statement*) of this Document.

10. Overseas Shareholders

Overseas Shareholders should refer to Part VII (*Additional Information for Overseas Shareholders*) of this Document, which contains important information relevant to such holders.

11. United Kingdom taxation

Your attention is drawn to Part VI (*United Kingdom Taxation*) and Part VII (*Additional Information for Overseas Shareholders*) of this Document, which contain a summary of limited aspects of the UK tax treatment of the Scheme. These summaries relate only to the position of certain categories of Countrywide Shareholders (as explained further in Part VI (*United Kingdom Taxation*) and Part VII (*Additional Information for Overseas Shareholders*) of this Document), do not constitute tax advice and do not purport to be a complete analysis of all potential UK tax consequences of the Scheme.

You are strongly advised to contact an appropriate independent professional adviser immediately to discuss the tax consequences of the Scheme on your particular circumstances, in particular if you are in any doubt about your own taxation position or you are subject to taxation in a jurisdiction other than the United Kingdom.

12. Recommendation

The Countrywide Directors, who have been so advised by Jefferies and Barclays as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing their advice to the Countrywide Directors, Jefferies and Barclays have taken into account the commercial assessments of the Countrywide Directors. Jefferies and Barclays are providing independent financial advice to the Countrywide Directors for the purposes of Rule 3 of the Takeover Code.

The Countrywide Directors consider that the terms of the Acquisition are in the best interests of Countrywide Shareholders as a whole. Accordingly, the Countrywide Directors unanimously recommend that Countrywide Shareholders vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting as those Countrywide Directors who hold Countrywide Shares have irrevocably undertaken to do in respect of their own beneficial holdings of 84,096 Countrywide Shares representing, in aggregate, approximately 0.26 per cent. of the existing issued ordinary share capital of Countrywide as at the Latest Practicable Date.

13. Further information

Your attention is drawn to further information contained in Part II (*Explanatory Statement*), Part III (*Conditions to the implementation of the Scheme and to the Acquisition*), Part IV (*The Scheme of Arrangement*) and Part VIII (*Additional Information on Countrywide and Connells*) of this Document which provides further details concerning the Scheme.

You are advised to read the whole of this Document and not just rely on the summary information contained in this letter or the Explanatory Statement.

Yours faithfully,

David Watson
Acting Non-Executive Chairman
Countrywide plc

PART II

EXPLANATORY STATEMENT

(in compliance with section 897 of the Companies Act)

Barclays Bank PLC

1 Churchill Place
London
E14 5HP
United Kingdom

Jefferies International Limited

100 Bishopsgate
London
EC2N 4JL
United Kingdom

22 January 2021

To the holders of Countrywide Shares and, for information only, to holders of awards and options under the Countrywide Share Plans and persons with information rights

Dear Shareholder,

RECOMMENDED CASH ACQUISITION OF COUNTRYWIDE PLC BY CONNELLS LIMITED

1. Introduction

On 31 December 2020, the boards of Countrywide and Connells announced that they had agreed the terms of a recommended cash acquisition pursuant to which Connells will acquire the entire issued and to be issued share capital of Countrywide not already owned by or on behalf of the Connells Group. The Acquisition is to be effected by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act.

The Scheme requires, among other things, the approval of Scheme Shareholders at the Court Meeting and Countrywide Shareholders at the General Meeting as well as the sanction of the Court.

Your attention is drawn to the letter set out in Part I (*Letter from the Chairman of Countrywide*) of this Document, which forms part of this Explanatory Statement. The letter contains, among other things, (i) information on the background to and reasons for the Acquisition, and (ii) the unanimous recommendation by the Countrywide Directors to, in the case of the Court Meeting, Scheme Shareholders and, in the case of the General Meeting, Countrywide Shareholders, to vote in favour of the resolutions to be proposed at the Court Meeting and the General Meeting.

The Countrywide Directors have been advised by Jefferies and Barclays in connection with the financial terms of the Acquisition. We have been authorised by the Countrywide Directors to write to you to explain the terms of the Acquisition and to provide you with other relevant information.

The Scheme is set out in full in Part IV (*The Scheme of Arrangement*) of this Document. For overseas holders of Countrywide Shares, your attention is drawn to Part VII (*Additional Information for Overseas Shareholders*), which forms part of this Explanatory Statement.

Statements made or referred to in this letter regarding Connells' reasons for the Acquisition, information concerning the business of Connells, the financial effects of the Acquisition on Connells and/or intentions or expectations of or concerning Connells reflect the views of the Connells Board.

Statements made or referred to in this letter regarding the background to and reasons for the recommendation of the Countrywide Directors, information concerning the business of the Countrywide Group and/or intentions or expectations of or concerning the Countrywide Group prior to completion of the Acquisition, reflect the views of the Countrywide Board.

2. Summary of the terms of the Acquisition and the Scheme

The Acquisition is to be effected by way of a scheme of arrangement between Countrywide and the Scheme Shareholders under Part 26 of the Companies Act.

Under the terms of the Acquisition, which is subject to the Conditions and further terms set out in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document, Scheme Shareholders will be entitled to receive:

for each Scheme Share 395 pence in cash

The Acquisition values the entire issued and to be issued ordinary share capital of Countrywide at approximately £134.3 million, and implies an enterprise value of approximately £223.1 million, and represents:

- a premium of approximately 172 per cent. to the Closing Price of 145.0 pence per Countrywide Share on 6 November 2020 (being the last Business Day prior to the commencement of the Offer Period); and
- a premium of approximately 241 per cent. to the six month volume weighted average price of 115.7 pence per Countrywide Share to 6 November 2020 (being the last Business Day prior to the commencement of the Offer Period).

Connells will have the right to reduce the aggregate consideration payable under the Acquisition to reflect the aggregate amount of any dividend and/or other distribution and/or return of capital, which is or has been declared, made or paid or becomes payable in respect of the Countrywide Shares on or after the date of the Original 2.7 Announcement and before the Effective Date. For further details, please refer to section 11 of Part B of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*).

Connells believes that the proposed Acquisition will not give rise to any competition concerns in any markets in which Connells and Countrywide operate and is confident that the CMA will concur with this view. Accordingly, the Acquisition does not contain a specific condition requiring clearance from the CMA. Connells is also strongly of the view that the Acquisition would not warrant any divestments and that there is no reasonable basis for the Acquisition to be blocked. Moreover, Connells believes that its Acquisition will enhance the value proposition for customers and will benefit consumers as a whole.

Connells expects that, subject to the satisfaction of Condition 3(A) in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*), the Acquisition will become Effective by the end of the first quarter of 2021.

3. Background to and reasons for the recommendation

Information relating to the background to and reasons for the Countrywide Directors' recommendation of the Acquisition is set out in section 3 of Part I (*Letter from the Chairman of Countrywide*) of this Document.

Connells owns or has received irrevocable undertakings in support for the Acquisition from Countrywide Shareholders in respect of, in aggregate, 17,166,670 Countrywide Shares (representing approximately 52.40 per cent. of the existing issued ordinary share capital of Countrywide) as at the Latest Practicable Date, as set out below.

Further details of these irrevocable undertakings (as well as the former Schrodgers letter of intent), including the circumstances in which they may lapse, are set out in section 6 of Part VIII (*Additional Information on Countrywide and Connells*) of this Document. Copies of the irrevocable undertakings and the former letter of intent are available on Countrywide's website at <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/> and will remain on display until the end of the Offer Period.

4. Information relating to Countrywide

The Countrywide Group was formed in 1986 when Bairstow Eves and Mann & Co. were acquired by Hambros Plc and merged to form Hambro Countrywide. After a period of growth, including through a number of acquisitions, the Countrywide Group undertook an initial public offering in 2013 and shares in Countrywide plc, the new parent of the Countrywide Group, were admitted to trading on the London Stock Exchange with ticker CWD:LSE.

The Countrywide Group's network of expertise, combined with its national scale and local reach, helps more people in the UK sell their home than any other estate agent, as measured by Countrywide's internal figures, incorporating Rightmove data, in November 2020.

The Countrywide Group operates across a broad range of UK residential and commercial property markets and serves its commercial and residential customers through more than 700 physical locations across the UK, with nominal operations overseas through informal affiliations with local real estate operators.

The Countrywide Group is focused on delivering end-to-end property products through three Business Units, which comprise Sales and Lettings, Business to Business ("**B2B**"), and Financial Services. The Countrywide Group aims to capitalise on referrals and opportunities to sell complementary services across its business units and brands, targeting natural points in the lifecycle of a property transaction and providing referrals at the appropriate stage to ensure, for example, that the customer is aware of and has access to the Countrywide Group's mortgage, surveying and conveyancing services. Given the Countrywide Group's leading market presence in sales and lettings, it is well-positioned to offer these complementary services.

Sales and Lettings

The Sales and Lettings Business Unit comprises estate agency and lettings operations in the UK. As at 30 September 2020, the Countrywide Group's Sales and Lettings business consisted of over 650 physical locations across 59 brands, supported by a brand-by-brand online presence and the Countrywide Group's participation in third party digital portals (such as Zoopla and Rightmove).

The Sales business generates commissions on sales of residential properties. In the Sales business, the Countrywide Group recorded 35,154 house exchanges for the year ended 31 December 2020. The estate agency operations of the Sales business also play a key role in creating opportunities to sell complementary services, introducing buyers and sellers of properties to the complementary services provided by the B2B Business Unit and the Financial Services Business Unit, such as conveyancing and financial services.

The Lettings business generates fees from the letting and management of residential properties. As at 31 December 2020, the Countrywide Group had approximately 81,851 properties under management across the UK, with approximately 33,000 lettings applicants registering each month across the UK.

The Countrywide Group has seen an increase in the use of virtual viewings in its Sales and Lettings Business Unit since the onset of the COVID-19 pandemic. This mirrors a shift in the market more generally, with other digital property platforms reporting a surge of activity during the first month of lockdown, during which period prospective buyers and tenants were unable to attend physical viewings of properties. Although the Countrywide Group used video and virtual tours to conduct viewings before the onset of the COVID-19 pandemic, the Countrywide Group has recently seen a dramatic increase in the use of these virtual platforms in both the Sales and Lettings businesses during the period of the pandemic. The Countrywide Group's surveyors have also increased their usage of technology during the period of the pandemic, with a new software application enabling surveyors to expedite the valuation process.

B2B

As one of the largest property businesses serving corporate clients in the UK, the Countrywide Group provides services to most major lenders and other financial institutions and conveyancing services to customers buying or selling houses through Countrywide's network.

B2B services comprise all lines of business which are delivered to corporate clients, including surveying services and conveyancing services. Surveying services generate surveying and valuation fees, which are received primarily under contracts with financial institutions, with some survey fees being earned from home buyers. Conveyancing services generate revenue from conveyancing work undertaken from customers buying or selling houses through the Countrywide Group's network.

During 2019, Countrywide agreed the sale of its non-core commercial real estate business, LSH, to John Bengt Moeller. Countrywide exchanged legally binding contracts and obtained shareholder approval for the sale in December 2019. Following protracted efforts to effect completion, and after

agreeing a revised timetable to complete on more than one occasion, Mr Moeller failed to complete the transaction. The Countrywide Group has since terminated the contract with Mr Moeller and is pursuing him for damages and costs. Please see section 9.1 (*Countrywide material contracts*) of Part VIII (*Additional Information*) of this Document for further details of the contract with, and claim against, Mr Moeller.

Financial Services

Through its Financial Services Business Unit, the Countrywide Group generates commission-based revenue from arranging the sale of mortgage products, life insurance, general insurance and other financial services products provided by third parties. The contractual arrangements under which it does so include:

- (A) arrangements with a panel of 14 lenders that account for 96 per cent. of mortgages arranged by Countrywide Group's branch network; and
- (B) insurance distribution agreements with Aviva and AXA.

The Countrywide Group is a leading independent mortgage broker in the UK, writing nearly £19 billion of mortgage lending in 2020 and employing over 500 mortgage protection consultants as at 31 December 2020.

In addition to the various insurance intermediary, broker and agency agreements with third party mortgage providers and insurers, one of the Countrywide Group's key subsidiaries, Mortgage Intelligence, which for the year ended 31 December 2019 accounted for 9.3 per cent. of income generated by the Financial Services Business Unit, operates a network and club for third party mortgage brokers, providing them with a range of services and products (including, among others, point of sale software, compliance and marketing advice, as well as general support), while the Buy to Let Business and Mortgage Bureau brands arrange specialist lending. The Countrywide Group does not itself provide mortgage financing, underwrite insurance or provide any financial services other than the arranging of mortgage and insurance products written by third parties, as described above.

Regulatory environment

As at the Latest Practicable Date, there have been no material changes in Countrywide's regulatory environment since 31 December 2019, although in the context of the COVID-19 pandemic the FCA has reiterated its focus on the general fair treatment of customers. In the context of Countrywide's Financial Services business, the FCA has recently published draft rules on pricing practices within the general insurance market.

As at the Latest Practicable Date, Countrywide had 32,763,019 ordinary shares of 1 pence each in issue and admitted to trading on the Main Market of the London Stock Exchange (excluding shares held in treasury). The International Securities Identification Number (ISIN) for the Countrywide Shares is GB00BK5V9445 and the Company's LEI number is 213800N1OX24ENZUIK30.

5. Information relating to Connells and Skipton

Connells

Founded in 1936 and comprising 581 branches nationwide, the Connells Group is an industry-leading UK estate agency network and property services provider. In addition to operating under the Connells brand, the Connells Group trades under other well-known local names including Allen & Harris, Ashley Adams, Atkinson Stilgoe, Bagshaws Residential, Barnard Marcus, Barnfields, Brown & Merry, Burchell Edwards, Fox & Sons, Gascoigne Halman, Hurfords, Jones & Chapman, Knight Partnership, Manners & Harrison, Pattison Lane, Paul Dubberley, Peter Alan, Roger Platt, Rook Matthews Sayer, Sequence, Sharman Quinney, Shipways, Swetenhams and William H Brown. As well as residential property sales and lettings, the Connells Group has a comprehensive range of business to consumer and business to business services including new homes, mortgage services, conveyancing, surveying, corporate lettings, asset management, land and planning and auctions.

Connells' current trading and prospects

For the financial year ended 31 December 2019, Connells announced strong full year results, with reported EBITDA of £76.3 million (2018: £87.7 million adjusted for IFRS 16), pre-tax profits of

£50.1 million (2018: £56.9 million) and total revenue of £426.4 million (2018: £429.2 million). The Connells Group continues to have a strong balance sheet, with no debt and year end cash reserves of £75.7 million (2018: £51.9 million).

For the six month period ended 30 June 2020, Connells announced unaudited pre-tax profits of £17.2 million (H1 2019: £26.2 million) and EBITDA of £33.1 million (H1 2019: £39.0 million).

Connells continues to invest in all parts of its business and people to improve its competitive position, drive efficiency and stay agile to manage any fluctuations in the housing market. In 2019, the business implemented a range of revenue enhancing initiatives to mitigate the loss of income due to the Tenant Fees Act 2019 and delivered a number of digital products and solutions to complement customer facing services. Connells' continued focus on expanding and developing its teams included training new surveyors through Connells Survey & Valuation's AssocRICS development programme, upskilling existing colleagues via the extension of its new head office apprenticeship programme and extending its management and director development programmes.

During the two-month lockdown period starting on 23 March 2020, Connells immediately transitioned those in its workforce who could work from home to full remote working. Connells utilised technology to continue to provide a seamless service to customers, regardless of where colleagues are physically located. To protect the business and safeguard jobs for the long term, Connells made use of the Coronavirus Job Retention Scheme and placed the majority of colleagues on furlough, but it also went above and beyond the Government minimum, paying all its people 100 per cent. of their basic salary and commission throughout March, April, May, June and July. The business rapidly began planning for recovery to ensure a swift and safe return to operations as soon as the housing market restarted, ensuring stringent health and safety protocols were in place and all branches and corporate offices made COVID-19 secure.

Since 30 June 2020, Connells has seen a positive recovery on the initial reopening of the housing market. Homeowners continue to show a desire to re-enter the market, with market appraisal activity and new instructions increasing. The stamp duty holiday has also provided further impetus to the market.

However, whilst housing market conditions have recently been positive, Connells is mindful that the risks of a tough market remain ever present into early 2021, including the aftermath of Brexit, changing lockdown measures, the end of the furlough scheme, the end of the stamp duty holiday and the upcoming restrictions on the Help To Buy scheme.

As it enters 2021, Connells remains financially strong and able to meet the opportunities and challenges ahead.

Skipton

Skipton is the UK's fourth largest building society, with over one million members, £25 billion of assets and a national presence represented by its network of 88 branches. Skipton offers mortgages, savings and restricted financial advice. It heads the Skipton Group, whose subsidiary companies include Skipton International Limited and Connells. Skipton's interests in estate agency and related businesses are held through its investment in the Connells Group, which is owned 99.83 per cent. by Skipton (indirectly through Skipton Group Holdings Limited), with the remaining 0.17 per cent. of its issued share capital forming part of Connells' long term management incentive scheme for its senior managers.

6. Financial effects of the Acquisition on Connells

Following the Scheme becoming Effective, the earnings, assets and liabilities of the Countrywide Group would be consolidated into the earnings, assets and liabilities of the Connells Group. The earnings, assets and liabilities of the Connells Group would thereby be increased. In addition, the liabilities of the Connells Group would also be increased to reflect the debt incurred in order to fund the Acquisition.

7. Financing of the Acquisition

The consideration payable by Connells pursuant to the Acquisition will be funded using the proceeds of a loan agreement entered into between Connells as borrower and Skipton as lender (dated 7 December

2020 and as amended on 31 December 2020) which provides for an intercompany term loan facility in an aggregate principal amount of £253,000,000 (the “**Skipton Loan Agreement**”).

Evercore, as financial adviser to Connells and Skipton, is satisfied that sufficient resources are available to Connells to satisfy in full the consideration payable to Countrywide Shareholders under the terms of the Acquisition. Further information is included at paragraph 12 of Part VIII (*Additional Information on Countrywide and Connells*) of this Document.

8. Countrywide Share Plans and other incentive arrangements

The Countrywide Group operates the Countrywide Share Plans to reward and retain its employees.

Participants in the Countrywide Share Plans will be contacted separately regarding the effect of the Scheme on their rights under the Countrywide Share Plans and with the details of the arrangements applicable to them. A summary of the effect of the Scheme on Awards is set out below. In the event of any conflict between the summary set out below and the rules of the relevant Countrywide Share Plan and/or the communications to participants in the Countrywide Share Plans regarding the effect of the Scheme on their rights under the Countrywide Share Plans and the details of the arrangements applicable to them (the “**Share Plan Notices**”), the rules of the relevant Countrywide Share Plan or the terms of the Share Plan Notices (as the case may be) will prevail.

The Scheme will apply to any Countrywide Shares which are unconditionally allotted, issued or transferred to satisfy the vesting or exercise of Awards under the Countrywide Share Plans before the Scheme Record Time. Any Countrywide Shares allotted, issued or transferred out of treasury to satisfy the vesting or exercise of Awards under the Countrywide Share Plans after the Scheme Record Time will, subject to the Scheme becoming Effective and the proposed amendments to the Articles of Association being approved at the General Meeting, be transferred to Connells in exchange for the same consideration as Scheme Shareholders will be entitled to receive under the Scheme.

Further information in respect of the proposed amendments to the Articles of Association is contained in the Notice of General Meeting at Part XI (*Notice of General Meeting*) of this Document.

LTIP

Options granted under the LTIP which would not otherwise become exercisable prior to Court Sanction will (in consequence of the Acquisition and in accordance with participants’ contractual rights under the LTIP) become exercisable on Court Sanction for a period of one month, subject to the Countrywide Remuneration Committee’s (the “**Remuneration Committee**”) determination as to (i) the extent to which any relevant performance conditions have been satisfied and (ii) the application of time pro-rating.

DSBP

Options granted under the DSBP which would not otherwise become exercisable prior to Court Sanction will (in consequence of the Acquisition and in accordance with participants’ contractual rights under the DSBP) become exercisable on Court Sanction for a period of one month.

SAYE Plan

Options granted under the SAYE Plan (which is an HMRC tax-qualified plan) which would not otherwise become exercisable prior to Court Sanction will (in consequence of the Acquisition and in accordance with participants’ contractual rights under the SAYE Plan) become exercisable in the 20 days following the Effective Date and will be exercisable over less than the full number of Countrywide Shares that could otherwise be acquired on maturity of the related savings contracts.

Participants will be able to elect in advance to exercise their options under the SAYE Plans conditional on the Effective Date.

SIP

Under the SIP (which is an HMRC tax-qualified plan), employees can acquire Countrywide Shares in the following forms: (i) Countrywide Shares which a participant has purchased using a proportion of their pre-tax salary (“**partnership shares**”), (ii) Countrywide Shares which have been acquired for no

consideration (“**matching shares**”) and (iii) Countrywide Shares which have resulted from the reinvestment of dividends arising on Countrywide Shares held under the SIP (“**dividend shares**”). These Countrywide Shares are required to be held in a special trust on an employee’s behalf for a minimum of three (and up to five) years and subject to the employee’s continued employment in order to benefit from favourable UK tax treatment.

All Countrywide Shares held under the SIP will be Scheme Shares and will be subject to the terms of the Scheme in the same way as the Countrywide Shares held by Scheme Shareholders. Participants in the SIP will be entitled to 395 pence in cash for every Countrywide Share awarded under the SIP which they continue to hold as at the Scheme Record Time.

9. The Countrywide Directors and the effect of the Scheme on their interests

Details of the interests of the Countrywide Directors in the existing issued ordinary share capital of Countrywide and awards in respect of such share capital, are set out in Part VIII (*Additional Information on Countrywide and Connells*) of this Document. Scheme Shares held by the Countrywide Directors at the Scheme Record Time will be subject to the Scheme.

Those Countrywide Directors who hold Countrywide Shares have irrevocably undertaken to vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting in respect of their own beneficial holdings of Countrywide Shares (or those Countrywide Shares over which they have control). These irrevocable undertakings also extend to any shares acquired by the Countrywide Directors as a result of the vesting of awards or the exercise of options under the Countrywide Share Plans. Further details of these irrevocable undertakings are set out in section 6 of Part VIII (*Additional Information on Countrywide and Connells*) of this Document.

Particulars of the service agreements (including termination provisions) and letters of appointment of the Countrywide Directors are set out in section 7 of Part VIII (*Additional Information on Countrywide and Connells*) of this Document.

Following completion of the Acquisition, the proposed delisting of Countrywide Shares and re-registration of Countrywide as a private limited company, a number of corporate headquarters and support functions, including certain functions relating to Countrywide’s status as a public listed company, might no longer be needed. Accordingly, it is expected that, upon completion of the Acquisition, each of the Countrywide Non-Executive Directors will resign from their office as a director of Countrywide.

In common with the other participants in the Countrywide Share Plans, the Countrywide Directors who hold Awards will be able to receive Countrywide Shares under such Awards, to the extent that such Awards vest.

Save as set out above, the effect of the Scheme on the interests of Countrywide Directors does not differ from its effect on the like interests of any other Countrywide Shareholder.

10. Description of the Scheme and the Meetings

10.1 The Scheme

The Acquisition is to be implemented by means of a Court-sanctioned scheme of arrangement between Countrywide and the Scheme Shareholders, under Part 26 of the Companies Act. This procedure requires approval by Scheme Shareholders at the Court Meeting and Countrywide Shareholders at the General Meeting, and sanction of the Scheme by the Court. The Scheme is set out in full in Part IV (*The Scheme of Arrangement*) of this Document.

The purpose of the Scheme is to provide for Connells to become the holder of the entire issued and to be issued share capital of Countrywide. This is to be achieved by transferring the Scheme Shares held by Scheme Shareholders as at the Scheme Record Time to Connells, in consideration for which Connells will pay cash on the basis set out in this Part II (*Explanatory Statement*). Countrywide Shares held by or on behalf of the Connells Group are excluded from the Scheme.

10.2 **Countrywide Meetings**

The Scheme will require the approval of Scheme Shareholders at the Court Meeting and Countrywide Shareholders at the separate General Meeting, both of which will be held on 15 February 2021 at the offices of Slaughter and May, One Bunhill Row, London EC1Y 8YY, United Kingdom. The Court Meeting is being held with the permission of the Court to seek the approval of Scheme Shareholders for the Scheme. The General Meeting is being convened to seek the approval of Countrywide Shareholders to enable the Countrywide Directors to implement the Scheme and to amend the Articles of Association as described in section 10.3 below.

Notices of both the Court Meeting and the General Meeting are set out in Part X (*Notice of Court Meeting*) and Part XI (*Notice of General Meeting*) respectively of this Document. Entitlement to attend and vote at these Meetings and the number of votes which may be cast thereat will be determined by reference to the register of members of Countrywide at the Voting Record Time.

All references in this Document to “attend” and “vote” or “attending” and “voting” in the context of the Meetings are to remote attendance via the Virtual Meeting Platform and voting by proxy or remotely via the Virtual Meeting Platform respectively.

In light of the current COVID-19 Restrictions, Scheme Shareholders, Countrywide Shareholders and other attendees will not be permitted to attend (or vote at) the Court Meeting or the General Meeting in person, save for the Chair of the relevant Meeting and anyone else nominated by the Chair to attend in person in order to establish a quorum. Scheme Shareholders and Countrywide Shareholders can remotely attend, submit written questions and/or any objections (in the case of the Court Meeting) and vote at the Court Meeting or the General Meeting in each case via the Virtual Meeting Platform, as described in the opening pages of this Document, the Virtual Meeting Guide and in the notices of the Court Meeting and the General Meeting (see Parts X (*Notice of Court Meeting*) and XI (*Notice of General Meeting*) respectively of this Document).

Although access to the Meetings will be available from 10:15 a.m. on 15 February 2021, voting functionality will not be enabled until the Chair of the relevant Meeting declares the poll open. Scheme Shareholders and Countrywide Shareholders will be permitted to submit written questions (via the Virtual Meeting Platform) during the course of the relevant Meeting. Scheme Shareholders can use the same function to submit any written objections they may have to the Scheme at the Court Meeting. Countrywide Shareholders and Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor@countrywide.co.uk. The Chair of the relevant Meeting will ensure that all such questions and/or any objections (in the case of the Court Meeting) relating to the formal business of the Meeting are addressed during the Meeting, unless no response is required to be provided under the Companies Act or the provision of a response would, at the Chair's discretion, otherwise be undesirable in the interests of the Company or the good order of the relevant Meeting.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders holding Scheme Shares at the Scheme Record Time, irrespective of whether or not they attended or voted in favour of, or against, the Scheme at the Court Meeting or in favour of, or against, or abstained from voting on the Special Resolution at the General Meeting.

Any Countrywide Shares which Connells may acquire prior to the Court Meeting or the General Meeting (and any Countrywide Shares which any member of the Connells Group its nominees holds at the date of the Court Meeting or General Meeting) are not Scheme Shares and therefore no member of the Connells Group (or its nominees) is entitled to vote at the Court Meeting in respect of the Countrywide Shares held or acquired by it and will not exercise the voting rights attaching to these Countrywide Shares at the General Meeting.

(A) *Court Meeting*

The Court Meeting has been convened with the permission of the Court for 10:30 a.m. on 15 February 2021 for Scheme Shareholders on the register of members of Countrywide as at the Voting Record Time to consider and, if thought fit, approve the Scheme.

At the Court Meeting, voting will be by poll and each Scheme Shareholder present remotely (via the Virtual Meeting Platform) or by proxy will be entitled to one vote for each Scheme Share held as at the Voting Record Time. The approval required at the Court Meeting is a majority in number of those Scheme Shareholders present and voting (and entitled to vote) remotely or by proxy, representing 75 per cent. or more in value of the Scheme Shares voted by such Scheme Shareholders.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of Scheme Shareholders. Whether or not you intend to remotely attend and/or vote at the Meetings, you are therefore strongly advised to sign and return your BLUE Form of Proxy by post or transmit a proxy appointment and voting instruction (electronically, online or through CREST) for the Court Meeting as soon as possible. The completion and return of the Forms of Proxy by post (or transmission of a proxy appointment or voting instruction electronically, online, through CREST or by any other procedure described in this Document) will not prevent you from remotely attending, submitting written questions and/or any objections (in the case of the Court Meeting) and voting at the Court Meeting or the General Meeting, in each case via the Virtual Meeting Platform as described in the opening pages of this Document and the Virtual Meeting Guide, if you are entitled to and wish to do so.

If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:30 a.m. on 11 February 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid. In the case of the General Meeting, if the YELLOW Form of Proxy for the General Meeting is not lodged by 10:45 a.m. on 11 February 2021 using one of the methods listed above, it will be invalid.

(B) *General Meeting*

In addition, the General Meeting has been convened for the same date (to be held immediately after the Court Meeting) to consider and, if thought fit, pass the Special Resolution to:

- (i) authorise the Countrywide Directors to take all such actions as are necessary or appropriate for implementing the Scheme; and
- (ii) amend the Articles of Association in the manner described in section 10.3 of this Part II below.

Voting at the General Meeting will be by poll and each Countrywide Shareholder present remotely or by proxy will be entitled to one vote for each Countrywide Share held as at the Voting Record Time. The approval required for the Special Resolution to be passed is at least 75 per cent. of the votes cast on such resolution (remotely or by proxy).

Countrywide will announce the details of the votes at each Meeting as required under the Takeover Code through a Regulatory Information Service as soon as practicable after the conclusion of the Meetings and, in any event, by no later than 8:00 a.m. on the Business Day following the Meetings.

(C) *Scheme Court Hearing*

Under the Companies Act, the Scheme requires the sanction of the Court. The hearing by the Court to sanction the Scheme is currently expected to be held following the Meetings on a date which is no more than 14 days after the satisfaction of Condition 3(A) set out in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document.

The Scheme shall lapse if:

- (i) the Court Meeting and the General Meeting are not held by 9 March 2021 (or such later date as may be agreed between Connells and Countrywide);

- (ii) the Scheme Court Hearing is not held by the 22nd day after the expected date of such hearing, which is expected to be following the Meetings and no later than 14 days following the satisfaction of Condition 3(A) set out in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document (or such later date as may be agreed between Connells and Countrywide); or
- (iii) the Scheme does not become Effective by the Long Stop Date,

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

The Scheme Court Hearing is expected to be held at The Royal Courts of Justice, The Rolls Buildings, Fetter Lane, London, EC4A 1NL. Scheme Shareholders are entitled to attend the Scheme Court Hearing, should they wish to do so, in person or represented by counsel. Due to COVID-19 Restrictions (and other relevant guidance) in place at this time, attendance at the Scheme Court Hearing will be virtual and by electronic means only.

Following sanction of the Scheme by the Court, the Scheme will become Effective in accordance with its terms upon a copy of the Court Order being delivered to the Registrar of Companies. This is presently expected to occur two Business Days after the date of the Scheme Court Hearing, subject to satisfaction (or, where applicable, waiver) of the Conditions.

Countrywide and/or Connells will make an announcement through a Regulatory Information Service as soon as practicable following the Scheme becoming Effective.

Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders holding Scheme Shares at the Scheme Record Time, irrespective of whether or not they attended or voted in favour of, or against, the Scheme at the Court Meeting or in favour of, or against, or abstained from voting on the Special Resolution at the General Meeting.

If the Scheme does not become Effective by the Long Stop Date, the Scheme will never become Effective.

10.3 ***Amendments to the Articles of Association***

It is proposed, in the Special Resolution, to amend Countrywide's Articles of Association to ensure that any Countrywide Shares issued or transferred out of treasury under the Countrywide Share Plans or otherwise between the time at which the Special Resolution is passed and the Scheme Record Time will be subject to the Scheme. It is also proposed to amend Countrywide's Articles of Association so that any Countrywide Shares issued or transferred out of treasury to any person other than Connells or its nominee(s) at or after the Scheme Record Time will be automatically acquired by Connells on the same terms as under the Scheme (other than terms as to timing and formalities). This will avoid any person (other than Connells or its nominee(s)) being left with Countrywide Shares after the Scheme becomes Effective.

The Special Resolution is set out in the notice of General Meeting in Part XI (*Notice of General Meeting*) of this Document and seeks the approval of Countrywide Shareholders for such amendments.

10.4 ***Entitlement to vote at the Meetings***

Each Countrywide Shareholder who is entered in Countrywide's register of members at the Voting Record Time (expected to be 6:00 p.m. on 11 February 2021) will be entitled to attend (remotely, via the Virtual Meeting Platform) and vote (remotely, via the Virtual Meeting Platform, or by proxy) on all resolutions to be put to the General Meeting and Court Meeting respectively. If either Meeting is adjourned, only those Countrywide Shareholders on the register of members at 6:00 p.m. on the day which is two Business Days before the adjourned Meeting will be entitled to attend (remotely, via the Virtual Meeting Platform) and vote (remotely, via the Virtual Meeting Platform, or by proxy). Each eligible Countrywide Shareholder is entitled to appoint a proxy or

proxies to attend and, on a poll, to vote (in each case, remotely, via the Virtual Meeting Platform), instead of him or her. A proxy need not be a Countrywide Shareholder.

The completion and return of the Forms of Proxy by post (or transmission of a proxy appointment or voting instruction electronically, online, through CREST or by any other procedure described in this Document) will not prevent you from remotely attending, submitting written questions and/or any objections (in the case of the Court Meeting) and voting at the Court Meeting or the General Meeting, in each case via the Virtual Meeting Platform as described in the opening pages of this Document and the Virtual Meeting Guide, if you are entitled to and wish to do so.

If you are in any doubt as to whether or not you are permitted to vote at the Meetings (remotely, via the Virtual Meeting Platform, or by appointing a proxy), please call Link Group on 0371 664 0321. For questions regarding the Virtual Meeting Platform, please call Link Group on 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helplines are open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Further information on the actions to be taken is set out in section 18 of this Part II (*Explanatory Statement*).

10.5 **Modifications to the Scheme**

The Scheme contains a provision for Countrywide and Connells jointly to consent (on behalf of all persons concerned) to any modification of, or addition to, the Scheme or to any condition which the Court may approve or impose. The Court would be unlikely to approve or impose any modification of, or addition or condition to, the Scheme which might be material to the interests of Scheme Shareholders unless Scheme Shareholders were informed of any such modification, addition or condition. It would be for the Court to decide, in its discretion, whether or not a further meeting of Scheme Shareholders should be held in those circumstances for the purpose of approving any such modification, addition or condition.

11. **Conditions to the Acquisition**

The Acquisition and, accordingly, the Scheme is subject to a number of conditions set out in full in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document, including:

- (A) approval of the resolution proposed at the Court Meeting by the required majority of the Scheme Shareholders;
- (B) approval of the Special Resolution necessary to implement the Scheme by the required majority of the Countrywide Shareholders at the General Meeting;
- (C) regulatory approval (or deemed approval) by the FCA of the change of control of Countrywide as a result of the Acquisition;
- (D) the sanction of the Scheme by the Court (with or without modification but subject to any modification being on terms acceptable to Countrywide and Connells); and
- (E) the delivery of a copy of the Court Order to the Registrar of Companies.

The Scheme will require approval by Scheme Shareholders at the Court Meeting and Countrywide Shareholders at the General Meeting and the sanction of the Court at the Scheme Court Hearing. The Meetings and the nature of the approvals required to be given at them are described in more detail in section 10 of this Part II. All Countrywide Shareholders are entitled to attend the Scheme Court Hearing in person or through representation to support or oppose the sanctioning of the Scheme. Due to COVID-19 Restrictions (and other relevant guidance) in place at this time, attendance at the Scheme Court Hearing will be virtual and by electronic means only.

The Scheme can become Effective only if all Conditions to the Scheme, including shareholder approvals and the sanction of the Court, have been satisfied (unless, where applicable, the relevant

Condition is waived). The Scheme will become Effective upon a copy of the Court Order being delivered to the Registrar of Companies. This is expected to occur in the first quarter of 2021. Unless the Scheme becomes Effective by the Long Stop Date the Scheme will not become Effective and the Acquisition will not proceed.

Connells has reserved the right (with the consent of the Panel) to implement the Acquisition by way of a Takeover Offer, in which case additional documents will be required to be sent to Countrywide Shareholders. In such event, the Takeover Offer will (unless otherwise agreed) be implemented on the same terms (subject to appropriate amendments, including an acceptance condition set at 75 per cent. of the shares to which such Takeover Offer relates or such other percentage as Connells may, with the consent of the Panel (if required) decide) as those which would apply to the Scheme.

12. Offer-related arrangements

Confidentiality Agreement

On 3 March 2020, Countrywide and Connells entered into the Confidentiality Agreement in relation to the Acquisition (at the time of entry into the agreement, a proposed acquisition), pursuant to which each party has undertaken, amongst other things: (i) to keep confidential any information disclosed by one party to the other and not to disclose it to third parties (other than certain permitted parties) other than as required by law or regulation; and (ii) to use the confidential information for the purpose of the Acquisition. These confidentiality obligations will remain in force until the second anniversary of the date of the Confidentiality Agreement. The Confidentiality Agreement also contains a provision pursuant to which each party has acknowledged that some or all of the confidential information may be inside information (as defined by the Market Abuse Regulation), and to the extent that it is, the party in receipt of such information would be prohibited or restricted from using it to deal in the securities of Countrywide under the Market Abuse Regulation or other applicable insider dealing, market abuse or similar law.

Clean Team Agreement

Connells, Countrywide and their respective legal advisers entered into a clean team agreement dated 12 March 2020 (the “**Clean Team Agreement**”), the purpose of which is to ensure that the exchange and/or disclosure of certain materials relating to the parties for the purposes of assessing antitrust or other regulatory issues and seeking relevant clearances, are undertaken on a confidential basis and that certain commercially and competitively sensitive information is ring-fenced and only exchanged or disclosed between Connells’ and Countrywide’s respective legal counsels.

13. Cancellation of listing of Countrywide Shares

The last day of dealings in, and registration of transfers of, Countrywide Shares on the London Stock Exchange will be the Business Day immediately after the Scheme Court Hearing, following which Countrywide Shares will be suspended from the Official List and from the London Stock Exchange’s main market for listed securities on the next Business Day thereafter. It is intended that, following the Scheme becoming Effective, the London Stock Exchange and the FCA will be requested respectively to cancel trading in Countrywide Shares on the London Stock Exchange’s main market for listed securities and to remove the listing of the Countrywide Shares from the Official List.

It is intended that prior to the Effective Date, applications will be made to the London Stock Exchange for Countrywide Shares to cease to be admitted to trading on its main market for listed securities, and to the FCA for the listing of Countrywide Shares on the Official List to be cancelled, in each case to take effect on or shortly following the Effective Date.

On the Effective Date, entitlements to Scheme Shares held within CREST will be cancelled, and share certificates in respect of Scheme Shares held in certificated form will cease to be valid documents of title and should be destroyed or, at the request of Countrywide, delivered up to Countrywide, or to any person appointed by Countrywide to receive the same.

It is also proposed that, following the Effective Date and after its shares are delisted, Countrywide shall be re-registered as a private limited company.

14. Settlement

Subject to the Acquisition becoming Effective (and except as provided in Part VII (*Additional Information for Overseas Shareholders*) of this Document in relation to certain overseas Countrywide Shareholders), settlement of the consideration to which any Countrywide Shareholder on the register of members as at the Scheme Record Time is entitled under the Scheme will be effected in the following manner:

14.1 Countrywide Shares held in uncertificated form (that is, in CREST)

Where, at the Scheme Record Time, a Scheme Shareholder holds Countrywide Shares in uncertificated form, the cash consideration to which such Scheme Shareholder is entitled under the terms of the Scheme will be transferred to such person through CREST by Connells instructing or procuring the instruction of Euroclear to create an assured payment obligation in favour of the appropriate CREST account through which the Scheme Shareholder holds such uncertificated Countrywide Shares in respect of the cash consideration due to them not later than the 14th day following the Effective Date.

As from the Scheme Record Time, each holding of Countrywide Shares credited to any stock account in CREST will be disabled and all Countrywide Shares will be removed from CREST in due course.

Subject to the terms of the Scheme, Connells reserves the right to pay all, or any part of, the cash consideration referred to above to all or any Scheme Shareholder(s) who hold Countrywide Shares in uncertificated form in the manner referred to in sub-section 14.2 below if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this section 14.1.

14.2 Countrywide Shares held in certificated form

Where, at the Scheme Record Time, a Scheme Shareholder holds Countrywide Shares in certificated form, settlement of the cash consideration due under the Scheme in respect of the Scheme Shares will be despatched:

- (A) by first class post, by cheque drawn on a branch of a UK clearing bank; or
- (B) by such other method as may be approved by the Panel.

All such cash payments will be made in sterling and drawn on a United Kingdom clearing bank. Payments made by cheque will be payable to the Scheme Shareholder(s) concerned and the encashment of any such cheque shall be a complete discharge of Connells' obligation under the Scheme to pay the monies represented thereby. Connells shall despatch or procure the despatch of cheques within 14 days of the Effective Date to the person entitled thereto at the address as appearing in the register of members of Countrywide at the Scheme Record Time or in accordance with any special standing instructions regarding communications (except that, in the case of joint holders, Connells reserves the right to make such cheques payable to the joint holder whose name stands first in the register of members of the Company in respect of such holding at the Scheme Record Time). None of Countrywide, Connells, any nominee(s) of Countrywide or Connells, or any of their respective agents shall be responsible for any loss or delay in the transmission of cheques sent in this way, and such cheques shall be sent at the risk of the person or persons entitled thereto.

If any Scheme Shareholders have not encashed their cheques within six months of the Effective Date, Connells and Countrywide shall procure that the cash consideration due to such Scheme Shareholders under the Scheme shall be held by the Receiving Agent in a designated UK bank account for a period of at least 12 years from the Effective Date solely for the purpose of satisfying payment obligations under the Scheme, and such Scheme Shareholders may claim the consideration due to them by written notice to the Company or the Receiving Agent in a form and with such evidence which the Company determines evidences their entitlement to such consideration at any time during the period of 12 years from the Effective Date.

14.3 General

All documents and remittances sent to Countrywide Shareholders will be sent at the risk of the person(s) entitled thereto.

On the Effective Date each certificate representing a holding of Scheme Shares will cease to be a valid document of title and should be destroyed or, at the request of Countrywide, delivered up to Countrywide, or to any person appointed by Countrywide to receive the same.

In accordance with the Scheme, as from the Scheme Record Time, Countrywide shall procure that each holding of Scheme Shares credited to any stock account in CREST shall be disabled. With effect from, or as soon as practicable after, the Effective Date, Countrywide shall procure that Euroclear is instructed to cancel or transfer the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form. Following cancellation of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, Countrywide shall procure that such entitlements to Scheme Shares are rematerialised.

Subject to the completion of the relevant forms of transfer or other instruments or instructions of transfer as may be required in accordance with the Scheme and the payment of any UK stamp duty thereon, Countrywide shall make or procure to be made, the appropriate entries in its register of members to reflect the transfer of the Scheme Shares to Connells and/or its nominee(s).

Except with the consent of the Panel, settlement of the consideration to which any Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme free of any lien, right of set-off, counterclaim or other analogous right to which Connells might otherwise be, or claim to be, entitled against such Countrywide Shareholder.

All mandates and other instructions given to Countrywide by Scheme Shareholders in force at the Scheme Record Time relating to Scheme Shares shall, as from the Effective Date, cease to be valid.

14.4 Countrywide Share Plans

In the case of Scheme Shares issued or transferred pursuant to the Countrywide Share Plans after the Scheme Court Hearing and prior to the Scheme Record Time, the cash consideration due under the Scheme in respect of those Scheme Shares will be settled by such method as shall be determined by Countrywide (including, but not limited to, procuring that payments are made through payroll as soon as practicable subject to the deduction of applicable income taxes and social security contributions).

14.5 Dividends

Please refer to section 2 of this Part II (*Explanatory Statement*) for further information on dividends.

15. United Kingdom taxation

Your attention is drawn to Part VI (*United Kingdom Taxation*) and Part VII (*Additional Information for Overseas Shareholders*) of this Document, which contain a summary of limited aspects of the UK tax treatment of the Scheme. These summaries relate only to the position of certain categories of Countrywide Shareholders (as explained further in Part VI (*United Kingdom Taxation*) and Part VII (*Additional Information for Overseas Shareholders*) of this Document), do not constitute tax advice and do not purport to be a complete analysis of all potential UK tax consequences of the Scheme.

You are strongly advised to contact an appropriate independent professional adviser immediately to discuss the tax consequences of the Scheme on your particular circumstances, in particular if you are in any doubt about your own taxation position or you are subject to taxation in a jurisdiction other than the United Kingdom.

16. Overseas holders

Overseas Shareholders should refer to Part VII (*Additional Information for Overseas Shareholders*) of this Document which contains important information relevant to such Overseas Shareholders.

17. Further information

The terms of the Scheme are set out in full in Part IV (*The Scheme of Arrangement*) of this Document. Further information regarding Countrywide and Connells is set out in Part VIII (*Additional Information*

on *Countrywide and Connells*) of this Document. Documents published and available for inspection are listed in section 17 of Part VIII (*Additional Information on Countrywide and Connells*) of this Document.

18. Actions to be taken

Sending Forms of Proxy by post

Countrywide Shareholders will receive a BLUE Form of Proxy for the Court Meeting and a YELLOW Form of Proxy for the General Meeting. Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them to Link Group, the Company's Registrar, by post to Link Group, The Registry, PXS 1, 34 Beckenham Road, Beckenham BR3 4ZF so as to be received as soon as possible and in any event not later than the relevant times set out below:

BLUE Forms of Proxy for the Court Meeting 10:30 a.m. on 11 February 2021

YELLOW Forms of Proxy for the General Meeting 10:45 a.m. on 11 February 2021

or, if in either case the Meeting is adjourned, the relevant Form of Proxy should be received not later than 48 hours (excluding any part of such 48 hours period falling on a day that is not a working day) before the time fixed for the adjourned Meeting.

If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:30 a.m. on 11 February 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid. In the case of the General Meeting, if the YELLOW Form of Proxy for the General Meeting is not lodged by 10:45 a.m. on 11 February 2021 using one of the methods listed above, it will be invalid.

Online appointment of proxies

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by logging on to the following website: www.countrywide-shares.co.uk and following the instructions therein. For an electronic proxy appointment to be valid, the appointment must be received by Link Group not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the relevant Meeting or any adjournment thereof. In the case of the Court Meeting only, if the electronic proxy appointment is not received by this time, the BLUE Form of Proxy may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid. Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

Electronic appointment of proxies through CREST

If you hold Countrywide Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Court Meeting or the General Meeting (or any adjourned Meeting) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out in Part X (*Notice of Court Meeting*) and Part XI (*Notice of General Meeting*) of this Document). CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Link Group (ID: RA10) not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the relevant Meeting or any adjournment thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Link Group are able to retrieve the message by enquiry to CREST in the

manner prescribed by CREST. In the case of the Court Meeting only, if the CREST proxy appointment or instruction is not received by this time, the BLUE Form of Proxy may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. For further information on the logistics of submitting messages in CREST, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Countrywide may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

Remote Attendance at the Meetings

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of Scheme Shareholders. Whether or not you intend to remotely attend and/or vote at the Meetings, you are therefore strongly advised to sign and return your BLUE Form of Proxy by post or transmit a proxy appointment and voting instruction (electronically, online or through CREST) for the Court Meeting as soon as possible. The completion and return of the Forms of Proxy by post (or transmission of a proxy appointment or voting instruction online, through CREST or by any other procedure described in this Document) will not prevent you from remotely attending, submitting written questions and/or any objections (in the case of the Court Meeting) and voting at the Court Meeting or the General Meeting, in each case via the Virtual Meeting Platform as described in the opening pages of this Document and the Virtual Meeting Guide, if you are entitled to and wish to do so.

If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:30 a.m. on 11 February 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid. In the case of the General Meeting, if the YELLOW Form of Proxy for the General Meeting is not lodged by 10:45 a.m. on 11 February 2021 using one of the methods listed above, it will be invalid.

Shareholder Helpline

If you have any questions about this Document, the Court Meeting or the General Meeting, or are in any doubt as to how to complete the Forms of Proxy or to submit your proxies electronically or online, please call Link Group on 0371 664 0321. For questions regarding the Virtual Meeting Platform, please call Link Group on 0371 227 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helplines are open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes. Link Group staff can explain the options available to you, which forms you need to fill in and how to fill them in correctly.

Yours faithfully,

Paul Nicholls

for and on behalf of Jefferies

Robert Mayhew

for and on behalf of Barclays

PART III

CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME AND TO THE ACQUISITION

Part A: Conditions to the Scheme and Acquisition

1. The Acquisition is conditional upon the Scheme becoming unconditional and Effective, subject to the provisions of the Takeover Code, by no later than 11.59 p.m. on the Long Stop Date.

Scheme approval

2. The Scheme is subject to the following Conditions:
 - (A) (i) its approval by a majority in number of the Scheme Shareholders at the Voting Record Time and who are present and vote (and who are entitled to vote), whether in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court (or any adjournment of any such meetings) and who represent 75 per cent. or more in value of the Scheme Shares voted by those Scheme Shareholders; and (ii) such Court Meeting and any such separate class meeting being held on or before 9 March 2021 (or such later date, if any, as may, with the consent of the Panel, be agreed between Connells and Countrywide (and the Court may allow));
 - (B) (i) the resolutions required to implement the Scheme being duly passed by the requisite majority or majorities of Countrywide Shareholders at the General Meeting (or any adjournment thereof); and (ii) such General Meeting being held on or before 9 March 2021 (or such later date, if any, as may, with the consent of the Panel, be agreed between Connells and Countrywide (and the Court may allow)); and
 - (C) (i) the sanction of the Scheme by the Court (with or without modification (but subject to any such modification being acceptable to Connells and Countrywide)) and the delivery of a copy of the Court Order to the Registrar of Companies; and (ii) the Sanction Hearing being held on or before the 22nd day after the expected date of the Sanction Hearing as set out in this Document (or such later date, if any, as may be agreed between Connells and Countrywide (and the Court may allow)).

Other conditions

3. Subject to the requirements of the Panel, the Acquisition is also conditional upon the satisfaction of the following conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless the following Conditions have been satisfied or, where capable of waiver, waived:

FCA

- (A) the Financial Conduct Authority having given notice in writing in accordance with section 189(4) or, if applicable, 189(7) FSMA that it has determined to approve the Acquisition unconditionally, or subject to conditions satisfactory to Skipton or, absent such notice, the FCA being treated as having approved the acquisition of control by Skipton, Connells (and any other relevant parent undertaking of Connells) by virtue of section 189(6) FSMA over any FCA-Regulated Entity and any other approvals of financial services regulators reasonably considered necessary by Skipton for fulfilment of the Scheme. For the purposes of this condition an “**FCA-Regulated Entity**” means any authorised person (for the purposes of FSMA) a) which is an entity within the Countrywide Group; or b) of which an entity within the Countrywide Group is itself a controller for the purposes of FSMA;

Other Third Party clearances

- (B) other than in respect of Condition 3(A), no 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) make the Acquisition, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Countrywide Group by any member of the Wider Connells Group void, voidable, illegal and/or unenforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prevent, prohibit, or materially restrain, restrict, impede, challenge, delay or otherwise materially interfere with the approval or implementation of, or impose additional material conditions or obligations with respect to, the Acquisition or any matter arising from the Acquisition or proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Countrywide Group by any member of the Wider Connells Group or require a material amendment of the Scheme;
- (ii) require, prevent or delay the divestiture or alter the terms envisaged for such divestiture by any member of the Wider Connells Group or by any member of the Wider Countrywide Group of all or any part of their respective businesses, assets or properties 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 respective assets or properties (or any part thereof) in each such case to an extent which is material in the context of the Wider Countrywide Group taken as a whole or the Wider Connells Group taken as a whole;
- (iii) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider Connells Group directly or indirectly to acquire or hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in Countrywide (or any member of the Wider Countrywide Group) or on the ability of any member of the Wider Countrywide Group or any member of the Wider Connells Group directly or indirectly to hold or exercise effectively any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise management control over, any member of the Wider Countrywide Group to an extent which is material in the context of the Wider Countrywide Group taken as a whole or the Wider Connells Group taken as a whole;
- (iv) other than pursuant to the implementation of the Scheme, require any member of the Wider Connells Group or the Wider Countrywide Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider Countrywide Group or any asset owned by any Third Party which is material in the context of the Wider Countrywide Group or the Wider Connells Group, in either case taken as a whole;
- (v) require, prevent or materially delay a divestiture by any member of the Wider Connells Group of any shares or other securities (or the equivalent) in any member of the Wider Countrywide Group;
- (vi) result in any member of the Wider Countrywide Group ceasing to be able to carry on business under any name under which it presently carries on business to an extent which is material in the context of the Wider Countrywide Group taken as a whole;
- (vii) impose any limitation on the ability of any member of the Wider Connells Group or any member of the Wider Countrywide Group to conduct, integrate or co-ordinate all or any part of their respective businesses with all or any part of the business of any other member of the Wider Connells Group and/or the Wider Countrywide Group in a manner which is adverse to the Wider Connells Group and/or the Wider Countrywide Group, in either case, taken as a whole, or in the context of the Acquisition; or

- (viii) except as Disclosed, otherwise affect the business, assets, value, profits, prospects or operational performance of any member of the Wider Countrywide Group or any member of the Wider Connells Group in each case in a manner which is materially adverse to and material in the context of the Wider Countrywide Group taken as a whole or of the obligations of any members of the Wider Connells Group taken as a whole;

and all applicable waiting and other time periods (including any extensions thereof) during which any such 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 Acquisition or proposed acquisition of any Countrywide Shares or otherwise intervene having expired, lapsed, or been terminated;

- (C) no undertakings or assurances being sought from Connells, any member of the Wider Connells Group or any member of the Wider Countrywide Group by the Secretary of State or any other Third Party, except on terms satisfactory to Connells;
- (D) all notifications, filings or applications which are deemed by Connells to be necessary or appropriate having been made in connection with the Acquisition and all necessary waiting and other time 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 regulatory obligations in any jurisdiction having been complied with in each case in respect of the Acquisition and all Authorisations which are deemed by Connells to be necessary or appropriate in any jurisdiction for or in respect of the Acquisition or the proposed acquisition of any shares or other securities in, or control of, Countrywide by any member of the Wider Connells Group having been obtained in terms and in a form reasonably satisfactory to Connells 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 Countrywide Group or the Wider Connells Group has entered into contractual arrangements and all such Authorisations which are deemed by Connells to be necessary or appropriate to carry on the business of any member of the Wider Countrywide Group in any jurisdiction having been obtained in each case where the direct consequence of a failure to make such notification or filing or to wait for the expiry, lapse or termination of any such waiting or other time period or to comply with such obligation or obtain such Authorisation would be unlawful in any relevant jurisdiction or have a material adverse effect on the Wider Countrywide Group, any member of the Wider Connells Group or the ability of Connells to implement the Scheme and all such Authorisations remaining in full force and effect at the time at which the Scheme becomes otherwise unconditional in all respects and there being no notice or intimation of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations;
- (E) no temporary restraining order, preliminary or permanent injunction, preliminary or permanent enjoinder, or other order issued and being in effect by a court or other Third Party which has the effect of making the Acquisition or any acquisition or proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Countrywide Group by any member of the Wider Connells Group, or the implementation of either of them, void, voidable, illegal and/or unenforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prohibiting, preventing, restraining, restricting, delaying or otherwise interfering with the completion or the approval of the Acquisition or any matter arising from the proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Countrywide Group by any member of the Wider Connells Group;

Confirmation of absence of adverse circumstances

- (F) except as Disclosed, there being no provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider Countrywide 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 Acquisition or the proposed acquisition by any member of the Wider Connells Group of any shares or other securities in Countrywide or because of a change

in the control or management of any member of the Wider Countrywide Group or otherwise, would or might reasonably be expected to result in, and in each case to an extent which is material in the context of the Wider Countrywide Group taken as a whole:

- (i) any monies borrowed by, or any other indebtedness, actual or contingent of, or any grant available to, any member of the Wider Countrywide 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 rights, liabilities, obligations, interests or business of any member of the Wider Countrywide Group or any member of the Wider Connells Group under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any member of the Wider Countrywide Group or any member of the Wider Connells Group in or with any other firm or company or body or person (or any agreement or arrangement relating to any such business or interests) being or becoming capable of being terminated or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken thereunder;
- (iii) any member of the Wider Countrywide Group ceasing to be able to carry on business under any name under which it presently carries on business;
- (iv) any assets or interests of, or any asset the use of which is enjoyed by, any member of the Wider Countrywide Group being or falling to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any member of the Wider Countrywide Group otherwise than in the ordinary course of business;
- (v) the creation 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 Countrywide Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen), becoming enforceable;
- (vi) the business, assets, value, financial or trading position, profits, prospects or operational performance of any member of the Wider Countrywide Group being prejudiced or adversely affected;
- (vii) the creation or acceleration of any liability (actual or contingent) by any member of the Wider Countrywide Group other than trade creditors or other liabilities incurred in the ordinary course of business; or
- (viii) any liability of any member of the Wider Countrywide Group to make any severance, termination, bonus or other payment to any of its directors or other officers;

No material transactions, claims or changes in the conduct of the business of the Countrywide Group

- (G) except as Disclosed, no member of the Wider Countrywide Group having since 30 June 2020:
 - (i) save as between Countrywide and its wholly-owned subsidiaries or between such wholly-owned subsidiaries and save for the issue or transfer out of treasury of Countrywide Shares on the exercise or vesting of Awards granted in the ordinary course under the Countrywide Share Plans, 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 or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Countrywide Shares out of treasury;

- (ii) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus issue, dividend or other distribution (whether payable in cash or otherwise) other than to Countrywide or one of its wholly-owned subsidiaries;
- (iii) save as between Countrywide and its wholly-owned subsidiaries or between such wholly owned subsidiaries, merged with (by statutory merger or otherwise) or demerged from or acquired any body corporate, partnership or business or acquired or disposed of, or, other than in the ordinary course of business, transferred, mortgaged or charged or created any security interest over, any assets or any right, title or interest in any asset (including shares and trade investments) or authorised, proposed or announced any intention to do so;
- (iv) save as between Countrywide and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, made, authorised, proposed or announced an intention to propose any change in its loan capital;
- (v) 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 (save in the ordinary course of business and save as between Countrywide and its wholly-owned subsidiaries or between such wholly-owned subsidiaries) incurred or increased any indebtedness or become subject to any contingent liability to an extent which is material in the context of the Wider Countrywide Group taken as a whole;
- (vi) entered into, varied, authorised or proposed entry into or variation of, or announced its intention to enter into or vary, any contract, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, unusual or onerous nature, or which involves or could reasonably be expected to involve an obligation of a nature or magnitude which is, in any such case, material in the context of the Countrywide Group or in the context of the Acquisition, or which is or is reasonably likely to be restrictive on the business of any member of the Wider Countrywide Group to an extent which is or is likely to be material to the Wider Countrywide Group taken as a whole;
- (vii) entered into any licence or other disposal of intellectual property rights of any member of the Wider Countrywide Group which are material in the context of the Wider Countrywide Group taken as a whole and outside the normal course of business;
- (viii) entered into, varied, authorised or proposed entry into or variation of, or announced its intention to enter into or vary the terms of or made any offer (which remains open for acceptance) to enter into or vary to a material extent the terms of, any contract, commitment, arrangement or any service agreement with any director or senior executive of the Wider Countrywide Group save for salary increases, bonuses or variations of terms in the ordinary course;
- (ix) 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 Countrywide Group which, taken as a whole, are material in the context of the Wider Countrywide Group taken as a whole;
- (x) (I) proposed, made or agreed to any significant change to: (a) the terms of the trust deeds, rules, policy or other governing documents constituting any pension scheme or other retirement or death benefit arrangement established for the directors, former directors, employees or former employees of any entity in the Wider Countrywide Group or their dependants (a "**Relevant Pension Plan**"); (b) the basis on which benefits accrue, pensions which are payable or the persons entitled to accrue or be paid benefits, under any Relevant Pension Plan; (c) the basis on which the liabilities of any Relevant Pension Plan are funded or valued; (d) the manner in which the assets of any Relevant Pension Plan are invested; (e) the basis or rate of employer contribution to a Relevant Pension Plan; or (II) entered into or proposed to enter into one or more bulk annuity contracts in relation to any Relevant Pension

Plan; or (III) carried out any act: (a) which would or could reasonably be expected to lead to the commencement of the winding up of any Relevant Pension Plan; (b) which would or might create a material debt owed by an employer to any Relevant Pension Plan; (c) which would or might accelerate any obligation on any employer to fund or pay additional contributions to any Relevant Pension Plan; or (d) which would or might give rise directly or indirectly to a liability in respect of a Relevant Pension Plan arising out of the operation of sections 38 to 56 inclusive of the Pensions Act 2004 in relation to the Scheme;

- (xi) changed the trustee or trustee directors or other fiduciary of any Relevant Pension Plan;
- (xii) entered into, implemented or effected, or authorised, proposed or announced its intention to implement or effect, any joint venture, asset or profit sharing arrangement, partnership, composition, assignment, reconstruction, amalgamation, commitment, scheme or other transaction or arrangement otherwise than in the ordinary course of business which is material in the context of the Wider Countrywide Group taken as a whole;
- (xiii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect of the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital to an extent which (other than in the case of Countrywide) is material in the context of the Wider Countrywide Group taken as a whole;
- (xiv) other than with respect to claims between Countrywide and its wholly owned subsidiaries (or between such subsidiaries), waived, compromised or settled any claim, otherwise than in the ordinary course of business, which is material in the context of the Wider Countrywide Group taken as a whole;
- (xv) made any material alteration to its articles of association or other constitutional documents;
- (xvi) (other than in respect of a member of the Wider Countrywide Group which is dormant and was solvent at the relevant time) 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 any administrator, receiver, manager, administrative receiver, trustee or similar officer of all or any material part of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;
- (xvii) 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 which is material in the context of the Wider Countrywide Group taken as a whole;
- (xviii) entered into any contract, commitment, agreement or arrangement otherwise than in the ordinary course of business 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;
- (xix) terminated or varied the terms of any agreement or arrangement between any member of the Wider Countrywide Group and any other person in a manner which would or might be expected to have a material adverse effect on the financial position of the Wider Countrywide Group taken as a whole; or

- (xx) taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Countrywide Shareholders in a general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code;

No material adverse change

(H) since 30 June 2020, and except as Disclosed, there having been:

- (i) no adverse change and no circumstance having arisen which would be expected to result in any adverse change or deterioration in the business, assets, value, financial or trading position, profits, prospects or operational performance of any member of the Wider Countrywide Group, to an extent which is material to the Wider Countrywide Group taken as a whole;
- (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings including, without limitation, with regard to intellectual property rights used by the Wider Countrywide Group having been threatened, announced or instituted by or against or remaining outstanding against any member of the Wider Countrywide Group or to which any member of the Wider Countrywide Group is or may become a party (whether as claimant or defendant or otherwise) and no enquiry, review, investigation or enforcement proceedings by, or complaint or reference to, any Third Party against or in respect of any member of the Wider Countrywide Group having been threatened, announced or instituted by or against, or remaining outstanding in respect of, any member of the Wider Countrywide Group which, in any such case, might reasonably be expected to have a material adverse effect on the Wider Countrywide Group taken as a whole;
- (iii) no contingent or other liability having arisen, increased or become apparent other than in the ordinary course of business which is reasonably likely to adversely affect the business, assets, financial or trading position, profits, prospects or operational performance of any member of the Wider Countrywide Group to an extent which is material to the Countrywide Group taken as a whole; and
- (iv) no steps having been taken and no omissions having been made which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Countrywide Group, which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which is material and likely to have an adverse effect on the Countrywide Group taken as a whole;

(I) since 30 June 2020, and except as Disclosed, Connells not having discovered:

- (i) that any financial, business or other information concerning the Wider Countrywide Group publicly announced prior to the date of the Original 2.7 Announcement or disclosed to any member of the Wider Connells Group prior to the date of the Original 2.7 Announcement by or on behalf of any member of the Wider Countrywide Group or to any of their advisers is misleading, contains a misrepresentation of fact or omits to state a fact necessary to make that information not misleading and which is, in any case, material in the context of the Wider Countrywide Group taken as a whole;
- (ii) that any member of the Wider Countrywide Group is subject to any liability, contingent or otherwise, which is material in the context of the Wider Countrywide Group taken as a whole; or
- (iii) any information which affects the import of any information disclosed to Connells at any time by or on behalf of any member of the Wider Countrywide Group which is material in the context of the Wider Countrywide Group;

Environmental liabilities

(J) except as Disclosed, Connells not having discovered that:

- (i) any past or present member of the Wider Countrywide Group has not complied in any material respect with all applicable legislation or regulations, notices or other requirements of any jurisdiction or any Third Party or any Authorisations relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or greenhouse gas, or any substance likely to impair the environment (including property) or harm the health of humans, animals or other living organisms or eco systems 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 Countrywide Group taken as a whole;
- (ii) there has been a material disposal, discharge, spillage, accumulation, leak, emission, release or the migration, production, supply, treatment, storage, transport or use of any waste or hazardous substance or greenhouse gas or any substance likely to impair the environment (including any property) or harm human health which (whether or not giving rise to non-compliance with any law or regulation) would be likely to give rise to any liability (whether actual or contingent) on the part of any member of the Wider Countrywide Group taken as a whole;
- (iii) there is or is likely to be any material obligation or liability (whether actual or contingent) or requirement to make good, remediate, repair, re-instate or clean up any property, asset currently or previously owned, occupied or made use of by any past or present member of the Wider Countrywide 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, or other elements of the environment (including any controlled waters) under any environmental legislation, common law, regulation, notice, circular, Authorisation, other legally binding requirement or order of any Third Party or to contribute to the cost thereof or associated therewith or indemnify any person in relation thereto in any such case to an extent which is material in the context of the Wider Countrywide Group taken as a whole;
- (iv) circumstances exist (whether as a result of the Acquisition or otherwise):
 - (a) which would be likely to lead to any Third Party instituting; or
 - (b) whereby any member of the Wider Connells Group or any member of the Wider Countrywide Group would be likely to be required to institute,

an environmental audit or take any other steps which would in any such case be likely to result in any liability (whether actual or contingent) to improve, modify existing or install new plant, machinery or equipment or carry out changes in the processes currently carried out or make good, remediate, repair, re-instate or clean up any land or other asset currently or previously owned, occupied or made use of by any past or present member of the Wider Countrywide Group (or on its behalf) or by any person for which a member of the Wider Countrywide 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 which is material in the context of the Wider Countrywide Group taken as a whole; or
- (v) circumstances exist whereby a person or class of persons would be likely to have any claim or claims in respect of any product or process of manufacture or materials used therein currently or previously manufactured, sold or carried out by any past or present member of the Wider Countrywide Group which claim or claims would be likely to affect any member of the Wider Countrywide Group and which is material in the context of the Wider Countrywide Group taken as a whole;

Intellectual Property

- (K) no circumstance having arisen or event having occurred in relation to any intellectual property owned or used by any member of the Wider Countrywide Group which would have a material adverse effect on the Wider Countrywide Group taken as a whole or is otherwise material in the context of the Acquisition, including:
- (i) any member of the Wider Countrywide Group losing its title to any intellectual property material to its business, or any intellectual property owned by the Wider Countrywide Group and material to its business being revoked, cancelled or declared invalid;
 - (ii) any claim being asserted in writing or threatened in writing by any person challenging the ownership of any member of the Wider Countrywide Group to, or the validity or effectiveness of, any of its intellectual property; or
 - (iii) any agreement regarding the use of any intellectual property licensed to or by any member of the Wider Countrywide Group being terminated or varied;

Anti-corruption and sanctions

- (L) except as Disclosed, Connells not having discovered that:
- (i) any past or present member of the Wider Countrywide Group or any person that performs or has performed services for or on behalf of any such company is or has at any time engaged in any activity, practice or conduct (or omitted to take any action) in contravention of the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended or any other applicable anti-corruption legislation;
 - (ii) any member of the Wider Countrywide 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 2016 (each as amended);
 - (iii) any past or present member of the Wider Countrywide Group has engaged in any activity or business with, or made any investments in, or made any payments to any government, entity or individual covered by any of the economic sanctions administered by the United Nations or the European Union (or any of their respective member states) or the United States Office of Foreign Assets Control or any other governmental or supranational body or authority in any jurisdiction; or
 - (iv) a member of the Countrywide Group has engaged in a transaction which would cause the Connells Group to be in breach of any law or regulation on completion of the Acquisition, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury & Customs 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; and

No criminal property

- (M) except as Disclosed, Connells not having discovered that any asset of any member of the Wider Countrywide 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: Further terms of the Acquisition

1. Subject to the requirements of the Panel in accordance with the Takeover Code, Connells reserves the right to waive:
 - (A) the deadline set out in Condition 1 of Part A of this Part III and any of the deadlines set out in Conditions 2(A)(ii), 2(B)(ii) and 2(C)(ii) of Part A of this Part III in relation to the timing of the Court Meeting, the General Meeting, and the Sanction Hearing. If any such deadline is not met, Connells shall make an announcement by 8:00 a.m. on the Business Day following such deadline confirming whether it has invoked or waived the relevant Condition or agreed with Countrywide to extend the deadline in relation to the relevant Condition; and
 - (B) in whole or in part, all or any of the other Conditions in Part A of this Part III, except Conditions 2(A)(i), 2(B)(i) and 2(C)(i) which cannot be waived.
2. Connells shall be under no obligation to waive (if capable of waiver) or treat as satisfied any of the Conditions that it is entitled (with the consent of the Panel) to invoke, by a date earlier than the latest date for the fulfilment of that Condition, notwithstanding that the other Conditions 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.
3. If Connells is required by the Panel to make an offer for Countrywide Shares under the provisions of Rule 9 of the Takeover Code, Connells may make such alterations to any of the above Conditions as are necessary to comply with the provisions of that Rule.
4. Under Rule 13.5(a) of the Takeover Code, Connells may not invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to Connells in the context of the Acquisition. The Conditions contained in paragraph 2 of Part A above and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer, are not subject to this provision of the Takeover Code.
5. Connells reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme, with the consent of the Panel. In such event, the Acquisition will be implemented on the same terms (subject to appropriate amendments including (without limitation) the inclusion of an acceptance condition set at 75 per cent. (or such other percentage (being more than 50 per cent.) as the Panel may require or Connells may, subject to the rules of the Takeover Code, decide) of the shares to which the Takeover Offer relates and those required by, or deemed appropriate by, Connells under applicable law, so far as applicable) as those which would apply to the Scheme. Further, if sufficient acceptances of such offer are received and/or sufficient Countrywide Shares are otherwise acquired, it is the intention of Connells to apply the provisions of the Companies Act to acquire compulsorily any outstanding Countrywide Shares to which such Takeover Offer relates.
6. The Acquisition will lapse if there is a Phase 2 CMA Reference before the Court Meeting and the General Meeting. In such event, Countrywide will not be bound by the terms of the Scheme.
7. The Acquisition will lapse if the European Commission initiates proceedings under Article 6(1)(c) of the Council Regulation before the Court Meeting and the General Meeting. In such event, Countrywide will not be bound by the terms of the Scheme.
8. This Acquisition is governed by English law and is subject to the jurisdiction of the courts of England and Wales and to the Conditions and further terms set out in this Part III. The Acquisition is subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the Listing Rules, the FCA, the PRA and the Registrar of Companies.
9. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
10. The Countrywide Shares acquired pursuant to the Acquisition shall be acquired fully paid and free from all liens, charges, equities, encumbrances, rights of pre-emption and any other interests of any nature whatsoever and together with all rights now or hereafter attaching thereto, including without limitation voting rights and 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 value on or after the Effective Date, other than any dividend or distribution in respect of which Connells exercises its right under the terms of the Acquisition to reduce the consideration payable in respect of each Countrywide Share.

11. If, on or after the date of the Original 2.7 Announcement and before the Effective Date, any dividend and/or other distribution and/or return of capital is declared, made or paid or becomes payable in respect of the Countrywide Shares, Connells reserves the right to reduce the consideration payable under the terms of the Acquisition for the Countrywide Shares by an amount up to the amount of such dividend and/or other distribution and/or return of capital, in which case any reference in this Document to the consideration payable under the terms of the Acquisition will be deemed to be a reference to the consideration as so reduced. In such circumstances, the relevant Countrywide Shareholder will be entitled to receive and retain such dividend and/or other distribution and/or return of capital. Any exercise by Connells of its rights referred to in this paragraph 11 of Part B of Part III shall be the subject of an announcement and, for the avoidance of doubt, shall not constitute a revision or variation of the terms of the Acquisition.
12. The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdiction. Any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements.
13. The Acquisition 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, e-mail 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 jurisdiction where to do so would violate the laws of that jurisdiction.

PART IV

THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2021-000002

IN THE MATTER OF COUNTRYWIDE PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT

(under Part 26 of the Companies Act 2006)

between

COUNTRYWIDE PLC

and

THE HOLDERS OF THE SCHEME SHARES

(as hereinafter defined)

PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

“Acquisition”	the proposed acquisition by Connells of the entire issued and to be issued share capital of Countrywide not already owned by or on behalf of Connells to be effected by means of the Scheme and, where the context admits, any subsequent revision, variation, extension or renewal thereof;
“Business Day”	a day (other than a Saturday, Sunday or a public or bank holiday in the United Kingdom) on which clearing banks in London are generally open for normal business;
“certificated form” or “in certificated form”	a share or other security which is not in uncertificated form (that is, not in CREST);
“Companies Act”	the Companies Act 2006, as amended from time to time;
“Conditions”	the conditions to the Acquisition and to the implementation of the Scheme set out in Part III (<i>Conditions to the Implementation of the Scheme and to the Acquisition</i>) of this Document;
“Connells”	Connells Limited, a company incorporated in England and Wales with registered number 03187394;
“Countrywide” or “Company”	Countrywide PLC, a company incorporated in England and Wales with registered number 08340090;
“Countrywide Share Plans”	the Countrywide Long-Term Incentive Plan, the Countrywide Deferred Share Bonus Plan, the

	Countrywide SAYE Plan (as amended), and the Countrywide Share Incentive Plan;
“Countrywide Shareholders”	the holders of Countrywide Shares from time to time;
“Countrywide Shares”	ordinary shares of 1 pence each in the capital of Countrywide;
“Court”	the High Court of Justice in England and Wales;
“Court Meeting”	the meeting of Scheme Shareholders (and any adjournment thereof) convened pursuant to an order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving (with or without modification) this Scheme;
“Court Order”	the order of the Court sanctioning this Scheme under section 899 of the Companies Act;
“CREST”	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the relevant system (as defined in the CREST Regulations) of which Euroclear is the Operator (as defined in the CREST Regulations);
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended;
“Document”	the circular to the Countrywide Shareholders published by the Company on 22 January 2021 in connection with this Scheme;
“Effective Date”	the date on which this Scheme becomes effective in accordance with its terms;
“Euroclear”	Euroclear UK & Ireland Limited;
“Excluded Shares”	(i) any Countrywide Shares which are registered in the name of or beneficially owned by Connells or any of its subsidiary undertakings immediately prior to the Scheme Record Time; and (ii) any Countrywide Shares held in treasury;
“holder”	a registered holder and includes any person(s) entitled by transmission;
“Latest Practicable Date”	close of business on 20 January 2021, being the latest practicable date before publication of the Document;
“Meeting”	the Court Meeting and/or the General Meeting, as the case may be;
“Panel”	The Panel on Takeovers and Mergers of the United Kingdom, or any successor to it;
“Scheme”	this scheme of arrangement in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Countrywide and Connells;
“Scheme Record Time”	6:00 p.m. on the Business Day immediately after the date on which the Court makes the Court Order;

- “Scheme Shareholders”** holders of Scheme Shares;
- “Scheme Shares”** the Countrywide Shares:
- (i) in issue at the date of this Scheme;
 - (ii) (if any) issued after the date of this Scheme and prior to the Voting Record Time; and
 - (iii) (if any) issued at or after the Voting Record Time and prior to the Scheme Record Time in respect of which the original or any subsequent holder thereof shall be bound by this Scheme or shall by such time have agreed in writing to be bound by this Scheme,
- in each case (where the context requires), remaining in issue at the Scheme Record Time but excluding any Excluded Shares at any relevant date or time;
- “subsidiary undertaking”** has the meaning given in section 1162 of the Companies Act;
- “Takeover Code”** The City Code on Takeovers and Mergers;
- “UK” or “United Kingdom”** the United Kingdom of Great Britain and Northern Ireland;
- “uncertificated form” or “in uncertificated form”** a share or other security recorded on the relevant register as being held in uncertificated form in CREST, and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST; and
- “Voting Record Time”** 6:00 p.m. on the day which is two Business Days prior to the date of the Court Meeting or, if the Court Meeting is adjourned, 6:00 p.m. on the day which is two Business Days before the date of such adjourned Meeting.
- (B) As at the Latest Practicable Date, the issued share capital of the Company was £328,260.68 divided into 32,826,068 ordinary shares of 1 pence each, including shares held in treasury, all of which are credited as fully paid up. The Company holds 63,049 ordinary shares of 1 pence each in treasury.
- (C) As at the Latest Practicable Date, 1,314,084 Countrywide Shares may be issued on or after the date of this Document to satisfy the exercise of options or vesting of awards pursuant to the Countrywide Share Plans.
- (D) Connells was incorporated on 17 April 1996 under the laws of England and Wales as a private company limited by shares.
- (E) As at the Latest Practicable Date, Connells is the beneficial owner of 1,919,995 Countrywide Shares.
- (F) Connells has agreed, subject to the satisfaction or (where applicable) waiver of the Conditions set out in this Document, to appear by Counsel at the hearing to sanction this Scheme and to undertake to the Court to be bound by the provisions of this Scheme in so far as it relates to Connells and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it to give effect to this Scheme.

THE SCHEME

1. Transfer of Scheme Shares

- (A) Upon and with effect from the Effective Date, Connells (and/or its nominee(s)) shall acquire all the Scheme Shares fully paid up with full title guarantee, free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights or interests of any nature, and together with all rights at the Effective Date or thereafter attached thereto, including voting rights and the right to receive and retain all dividends and other distributions (if any) and any return of capital (whether by reduction of share capital or share premium account or otherwise) announced, declared, made or paid in respect of the Scheme Shares by reference to a record date on or after the Effective Date.
- (B) For the purposes of such acquisition, the Scheme Shares shall be transferred to Connells (and/or its nominee(s)) and such transfer shall be effected by means of a form of transfer or other instrument or instruction of transfer, and to give effect to such transfer(s) any person may be appointed by Connells as attorney and/or agent and shall be authorised as such attorney and/or agent on behalf of the relevant holder of Scheme Shares to execute and deliver as transferor a form of transfer or other instrument of transfer (whether as a deed or otherwise) of, or give any instruction to transfer such Scheme Shares and every form, instrument or instruction of transfer so executed or instruction given shall be as effective as if it had been executed or given by the holder or holders of the Scheme Shares thereby transferred.
- (C) Pending the transfer of the Scheme Shares pursuant to Clause 1(A) and Clause 1(B) of this Scheme and the updating of the register of members of the Company to reflect such transfer, each Scheme Shareholder irrevocably:
- (i) appoints Connells (and/or its nominee(s)) as its attorney and/or agent to exercise on its behalf (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to its Scheme Shares and any or all rights and privileges (including the right to requisition the convening of a general meeting of the Company or of any class of its shareholders) attaching to its Scheme Shares;
 - (ii) appoints Connells (and/or its nominee(s)) and any one or more of its directors or agents to sign on behalf of such Scheme Shareholder any such documents, and do such things, as may in the opinion of Connells and/or any one or more of its directors or agents be necessary or desirable in connection with the exercise of any votes or any other rights or privileges attaching to its Scheme Shares (including, without limitation, an authority to sign any consent to short notice of any general or separate class meeting of Countrywide as attorney or agent for, and on behalf of, such Scheme Shareholder and/or to attend and/or to execute a form of proxy in respect of its Scheme Shares appointing any person nominated by Connells and/or any one or more of its directors or agents to attend any general and separate class meetings of Countrywide (or any adjournment thereof) and to exercise or refrain from exercising the votes attaching to the Scheme Shares on such Scheme Shareholder's behalf); and
 - (iii) authorises Countrywide and/or its agents to send to Connells (and/or its nominee(s)) any notice, circular, warrant or other document or communication which may be required to be sent to them as a member of Countrywide in respect of such Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of their Scheme Shares into certificated form),

such that from the Effective Date, no Scheme Shareholder shall be entitled to exercise any voting rights attached to the Scheme Shares or any other rights or privileges attaching to the Scheme Shares otherwise than in accordance with the directions of Connells.

2. Consideration for the transfer of Scheme Shares

- (A) In consideration for the transfer of the Scheme Shares to Connells and/or its nominee(s) referred to in Clause 1(A) and Clause 1(B) of this Scheme, Connells shall, subject as hereinafter provided, pay or procure that there shall be paid to or for the account of each Scheme Shareholder (as appearing on the register of members of Countrywide at the Scheme Record Time):

for each Scheme Share 395 pence in cash

- (B) If prior to the Effective Date, any dividend and/or other distribution and/or other return of capital is announced, declared, made or paid in respect of Countrywide Shares, Connells shall be entitled to reduce the consideration payable for each Scheme Share by an amount up to the amount of such dividend and/or distribution and/or return of capital so announced, declared, made or paid per Scheme Share.
- (C) If Connells exercises the right referred to in Clause 2(B) of this Scheme to reduce the consideration payable for each Scheme Share by all or part of the amount of dividend and/or other distribution and/or other return of capital that has not been paid but is payable by reference to a record date prior to the Effective Date:
- (i) the relevant Scheme Shareholders shall be entitled to receive and retain that dividend and/or other distribution and/or other return of capital in respect of the Countrywide Shares they hold;
 - (ii) any reference in this Scheme and the Document to the consideration payable under the Scheme shall be deemed a reference to the consideration as so reduced; and
 - (iii) the exercise of such rights shall not be regarded as constituting any revision or modification of the terms of this Scheme.
- (D) To the extent that any such dividend and/or distribution and/or other return of capital is announced, declared, made or paid and it is: (i) transferred pursuant to the Acquisition on a basis which entitles Connells to receive the dividend and/or distribution and/or return of capital and to retain it; or (ii) cancelled, the consideration shall not be subject to change in accordance with this Clause 2 of this Scheme.

3. Settlement and despatch of consideration

- (A) As soon as practicable after the Effective Date, and in any event not more than 14 days after the Effective Date (unless the Panel consents otherwise), Connells shall:
- (i) in the case of the Scheme Shares which at the Scheme Record Time are in certificated form, despatch, or procure the despatch of, cheques for the sums payable to the Scheme Shareholder to the persons entitled thereto in accordance with Clause 2 of this Scheme;
 - (ii) in the case of the Scheme Shares which at the Scheme Record Time are in uncertificated form, instruct, or procure the instruction of, Euroclear to create an assured payment obligation in respect of the sums payable to the Scheme Shareholder in accordance with the CREST assured payment arrangements, provided that Connells reserves the right to make payment of the said consideration by cheque as aforesaid in Clause 3(A)(i) of this Scheme if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this Clause 3(A)(ii); and
 - (iii) in the case of Scheme Shares issued or transferred pursuant to the Countrywide Share Plans after the Scheme Court Hearing and prior to the Scheme Record Time, procure that the sums payable in respect of those Scheme Shares are settled by such method as shall be determined by Countrywide (including, but not limited to, procuring that payments are made through payroll as soon as practicable subject to the deduction of applicable income taxes and social security contributions).
- (B) As from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST in due course.

- (C) All deliveries of notices, cheques or statements of entitlement required to be made pursuant to this Scheme shall be effected by sending the same by first class post in pre-paid envelopes or by international standard post if overseas (or by such method as may be approved by the Panel) addressed to the persons entitled thereto at their respective addresses as appearing in the register of members of Countrywide at the Scheme Record Time or, in the case of joint holders, to the address of the holder whose name stands first in such register in respect of the joint holding concerned at such time, and none of Countrywide, Connells or their respective agents or nominees shall be responsible for any loss or delay in the transmission of any notices, cheques or statements of entitlement sent in accordance with this Clause 3(C), which shall be sent at the risk of the person or persons entitled thereto.
- (D) All cheques shall be in sterling and drawn on a United Kingdom clearing bank and shall be made payable to the Scheme Shareholder concerned (except that, in the case of joint holders, Connells reserves the right to make such cheques payable to that one of the joint holders whose name stands first in the register of members of the Company in respect of such holding at the Scheme Record Time), and the encashment of any such cheque shall be a complete discharge of Connells' obligation under this Scheme to pay the monies represented thereby. Connells shall despatch or procure the despatch of cheques within 14 days of the Effective Date.
- (E) If any Scheme Shareholders have not encashed the cheques within six months of the Effective Date, Connells and the Company shall procure that the cash consideration due to such Scheme Shareholders under this Scheme shall be held on trust for such Scheme Shareholders for a period of 12 years from the Effective Date, and such Scheme Shareholders may claim the consideration due to them (plus any interest accrued thereon, but net of any expenses and taxes) by written notice to the Company in a form which the Company determines evidences their entitlement to such consideration at any time during the period of 12 years from the Effective Date.
- (F) In respect of payments made through CREST, Connells shall instruct, or procure the instruction of, Euroclear to create an assured payment obligation in accordance with the CREST assured payment arrangements within 14 days of the Effective Date. The instruction of Euroclear shall be a complete discharge of Connell's obligation under this Scheme with reference to the payments made through CREST.
- (G) None of Countrywide, Connells or their respective agents or nominees shall be responsible for any loss or delay in the transmission of any notices, cheques or statements of entitlement sent in accordance with this Clause 3, which shall be sent at the risk of the person or persons entitled thereto.
- (H) The preceding sub-clauses of this Clause 3 of this Scheme shall take effect subject to any prohibition or condition imposed by law.

4. Certificates in respect of Scheme Shares and cancellation of CREST entitlements

With effect from, or as soon as practicable after, the Effective Date:

- (A) all certificates representing Scheme Shares shall cease to be valid as documents of title to the shares represented thereby and every holder of Scheme Shares shall be bound at the request of Countrywide to deliver up the same to Countrywide (or any person appointed by Countrywide to receive such certificates), or, as it may direct, to destroy the same;
- (B) Countrywide shall procure that Euroclear is instructed to cancel or transfer the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form;
- (C) following cancellation of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, Countrywide shall procure that such entitlements to Scheme Shares are rematerialised; and
- (D) subject to the completion of such forms of transfer or other instruments or instructions of transfer as may be required in accordance with Clause 1 of this Scheme and the payment of any UK stamp duty thereon, Countrywide shall make or procure to be made, the appropriate entries in its register of members to reflect the transfer of the Scheme Shares to Connells and/or its nominee(s).

5. Mandates

All mandates and other instructions given to Countrywide by Scheme Shareholders in force at the Scheme Record Time relating to Scheme Shares shall, as from the Effective Date, cease to be valid.

6. Operation of this Scheme

- (A) This Scheme shall become effective as soon as a copy of the Court Order shall have been delivered to the Registrar of Companies for England and Wales.
- (B) Unless this Scheme has become effective on or before 30 June 2021, or such later date, if any, as may be agreed in writing by Connells and Countrywide (with the Panel's consent and as the Court may approve (if such approval(s) are required)), this Scheme shall never become effective.

7. Modification

Countrywide and Connells may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition which the Court may approve or impose. Any such modification or addition shall require the consent of the Panel where such consent is required under the Takeover Code.

8. Governing law

This Scheme is governed by English law and is subject to the exclusive jurisdiction of English courts. The rules of the Takeover Code apply to this Scheme on the basis provided in the Takeover Code.

Dated 22 January 2021

PART V

FINANCIAL AND RATINGS INFORMATION

Part A: Financial information relating to Countrywide

The following sets out financial information in respect of Countrywide as required by Rule 24.3 of the Takeover Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this Document by reference pursuant to Rule 24.15 of the Takeover Code:

- the audited accounts of Countrywide for the financial year ended 31 December 2018 are set out on pages 92 to 162 (both inclusive) of Countrywide's Annual Report and Accounts 2018 available from Countrywide's website at <https://www.countrywide.co.uk/corporate/investor-relations/reports-presentations/>;
- the unaudited restated accounts of Countrywide for the year ended 31 December 2018 are included within the audited accounts of Countrywide for the financial year ended 31 December 2019 as set out on pages 110 to 186 (both inclusive) of Countrywide's Annual Report and Accounts 2019 available from Countrywide's website at <https://www.countrywide.co.uk/corporate/investor-relations/reports-presentations/>;
- the audited accounts of Countrywide for the financial year ended 31 December 2019 are set out on pages 110 to 194 (both inclusive) of Countrywide's Annual Report and Accounts 2019 available from Countrywide's website at <https://www.countrywide.co.uk/corporate/investor-relations/reports-presentations/>;
- the unaudited accounts of Countrywide for the financial half year ended 30 June 2020 are set out on pages 12 to 35 (both inclusive) of Countrywide's Interim Results for the six months ended 30 June 2020 available from Countrywide's website at <https://www.countrywide.co.uk/corporate/investor-relations/reports-presentations/>; and
- the unaudited quarterly report of Countrywide for the nine months ended 30 September 2020 is set out on pages 7 to 9 inclusive in the announcement available from Countrywide's website at <https://www.countrywide.co.uk/countrylists/swift/transaction-announcement-569152229-14.pdf/>.

Part B: Countrywide ratings information

There are no current public ratings or outlook accorded to Countrywide by any rating agencies.

Part C: Financial Information relating to Connells

The following sets out financial information in respect of Connells as required by Rule 24.3 of the Takeover Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this Document by reference pursuant to Rule 24.15 of the Takeover Code:

- the audited accounts of Connells for the financial year ended 31 December 2018 are set out on pages 10 to 47 (both inclusive) of Connells' Annual Report and Accounts 2018 available from Connells' website at <https://www.connellsgroup.co.uk/microsite/>;
- the audited accounts of Connells for the financial year ended 31 December 2019 are set out on pages 10 to 54 (both inclusive) of Connells' Annual Report and Accounts 2019 available from Connells' website at <https://www.connellsgroup.co.uk/microsite/>; and
- Connells' interim results for the six months ended 30 June 2020 are set out in the announcement available on Connells' website at <https://www.connellsgroup.co.uk/news/2020/08/11/connells-group-remains-strong-as-it-announces-half-year-results/>.

Part D: Connells ratings information

Prior to the commencement of the Offer Period, and as at the date of this Document, no rating agency has publicly recorded any current credit rating or outlook for Connells.

Part E: No incorporation of website information

Save as expressly referred to herein, neither the content of Countrywide's or Connells' websites, nor the content of any website accessible from hyperlinks on Countrywide's or Connells' websites is incorporated into, or forms part of, this Document.

PART VI

UNITED KINGDOM TAXATION

The comments set out below summarise certain limited aspects of the UK tax treatment of certain Countrywide Shareholders under the Scheme and do not purport to be a complete analysis of all tax considerations relating to the Scheme. They are based on current UK legislation and current published HMRC practice (which may not be binding on HMRC), in each case as at the Latest Practicable Date, both of which are subject to change, possibly with retrospective effect.

The comments are intended as a general guide and do not deal with certain types of Countrywide Shareholder such as charities, trustees, dealers in securities, persons who have or could be treated for tax purposes as having acquired their Countrywide Shares by reason of their employment or as carried interest, collective investment schemes, persons subject to UK tax on the remittance basis and insurance companies.

References below to “**UK Holders**” are to Countrywide Shareholders who are resident (and, in the case of individuals, domiciled) for tax purposes in, and only in, the United Kingdom (and to whom split-year treatment does not apply), who hold their Countrywide Shares as an investment (other than under a self-invested personal pension plan or individual savings account) and who are the absolute beneficial owners of their Countrywide Shares.

Overseas holders of Countrywide Shares are referred to Part VII (*Additional Information for Overseas Shareholders*) of this Document, which summarises certain UK tax consequences of the Scheme for such holders.

IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION OR YOU ARE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISOR IMMEDIATELY.

UK taxation of chargeable gains

The transfer of Countrywide Shares under the Scheme in return for cash should be treated as a disposal of the UK Holder's Countrywide Shares for the purposes of UK capital gains tax (“**CGT**”) or corporation tax on chargeable gains (as applicable) and therefore may, depending on the UK Holder's particular circumstances (including the availability of exemptions, reliefs and/or allowable losses), give rise to a liability to UK taxation on chargeable gains or, alternatively, an allowable capital loss.

Individual Countrywide Shareholders

Subject to available reliefs or allowances, chargeable gains arising on a disposal of Countrywide Shares by an individual UK Holder will be subject to CGT at the rate of (for the 2020/2021 tax year) 10 per cent. or 20 per cent. depending on the individual's personal circumstances, including other taxable income and gains in the relevant tax year.

No indexation allowance will be available to an individual Countrywide Shareholder in respect of any disposal of Countrywide Shares. The CGT annual exemption may, however, be available to individual UK Holders to offset against chargeable gains realised on the disposal of their Countrywide Shares.

Corporate Countrywide Shareholders

Subject to available exemptions, reliefs or allowances, chargeable gains arising on a disposal of Countrywide Shares by a UK Holder within the charge to UK corporation tax will be subject to UK corporation tax.

For UK Holders within the charge to UK corporation tax (but which do not qualify for the substantial shareholding exemption in respect of their Countrywide Shares), indexation allowance may be available where the Countrywide Shares were acquired prior to 31 December 2017 in respect of the period of ownership of the Countrywide Shares up to and including 31 December 2017 to reduce any chargeable gain arising (but not to create or increase any allowable loss) on the transfer of their Countrywide Shares under the Scheme in return for cash.

The substantial shareholding exemption may apply to exempt from corporation tax any gain arising to UK Holders within the charge to UK corporation tax where a number of conditions are satisfied, including that the corporate UK Holder (together with certain associated companies) is regarded for the purposes of this exemption as having held not less than 10 per cent. of the ordinary issued share capital of Countrywide for a continuous period of at least 12 months beginning not more than six years prior to the date of disposal.

UK stamp duty and stamp duty reserve tax (“SDRT”)

No UK stamp duty or SDRT should generally be payable by Countrywide Shareholders on the transfer of their Countrywide Shares under the Scheme.

PART VII

ADDITIONAL INFORMATION FOR OVERSEAS SHAREHOLDERS

1. General

This Document has been prepared for the purposes of complying with English law, the Takeover Code, the Market Abuse Regulation, the Disclosure Guidance and Transparency Rules and the Listing Rules and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside the United Kingdom.

The availability of the Acquisition to Countrywide Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. It is the responsibility of any person outside the United Kingdom into whose possession this Document comes to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection with the Acquisition, including the obtaining of any governmental, exchange control or other consents which may be required and/or compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes or levies due in such jurisdiction.

The release, publication or distribution of this Document in certain jurisdictions may be restricted by law. Persons who are not resident in the United Kingdom or who are subject to the laws of other jurisdictions should inform themselves of, and observe, any applicable requirements. In particular, the ability of persons who are not resident in the United Kingdom to vote their Countrywide Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by Connells or required by the Takeover Code and permitted by applicable law and regulation, the Acquisition will 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 Acquisition 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 Document and all documents relating to the Acquisition 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 Document and all documents relating to the Acquisition (including custodians, nominees and trustees) must observe these restrictions and 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. Doing so may render invalid any purported vote in respect of the Acquisition.

This Document does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for shares in any jurisdiction in which such offer or solicitation is unlawful.

Overseas Shareholders should consult their own legal and tax advisers with respect to the legal and tax consequences of the Scheme.

2. US Countrywide Shareholders

US Countrywide Shareholders should note that the Scheme relates to the shares of an English company and will be governed by English law. Neither the proxy solicitation rules nor the tender offer rules under the US Exchange Act will apply to the Acquisition and to the Scheme. Moreover, the Acquisition and the Scheme will be subject to the disclosure requirements and practices applicable in the UK to schemes of arrangement, which differ from the disclosure requirements of the US proxy solicitation rules and tender offer rules. Financial information included in this Document has been prepared in accordance with accounting standards applicable in the UK that may not be comparable with the accounting standards applicable to financial statements of US companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United

States. If Connells were to elect to implement the Acquisition by way of a Takeover Offer, such Takeover Offer would be made in compliance with applicable US securities laws and regulations, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder.

In accordance with the Takeover Code and normal UK practice, and pursuant to Rule 14e-5(b) of the US Exchange Act (were the Acquisition to be implemented by Takeover Offer), (a) Connells 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 Countrywide outside of the US, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes effective, lapses or is otherwise withdrawn and (b) Barclays and its affiliates will continue to act as exempt principal trader in Countrywide securities on the London Stock Exchange. If purchases or arrangements to purchase were to be made as contemplated by (a) above, they would occur either in the open market at prevailing prices or in private transactions at negotiated prices, and any information about such purchases or arrangements to purchase would be disclosed as required in the UK, would be reported to a Regulatory Information Service and would be available on the London Stock Exchange website at www.londonstockexchange.com. Purchases contemplated by (b) above that are required to be made public in the United Kingdom pursuant to the Takeover Code would be reported to a Regulatory Information Service and would be available on the London Stock Exchange website at www.londonstockexchange.com. Information would also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

The receipt of cash pursuant to the Acquisition by a US Countrywide Shareholder of Countrywide Shares as consideration for the transfer of its Countrywide Shares pursuant to the Scheme will likely be a taxable transaction for US federal income tax purposes and may also be a taxable transaction under applicable state and local tax laws, as well as foreign and other tax laws. Each US Countrywide Shareholder is strongly advised to consult an appropriately qualified independent professional tax adviser immediately with respect to the tax consequences of the Scheme applicable to them, including under applicable United States state and local, as well as overseas and other, tax laws.

3. UK taxation of certain Overseas Shareholders

Non-UK Holders should not be subject to United Kingdom taxation of chargeable gains in respect of the Scheme, however they may be subject to foreign taxation depending on their personal circumstances. No UK stamp duty or SDRT should generally be payable by Non-UK Holders on the transfer of their Countrywide Shares under the Scheme.

References above to “**Non-UK Holders**” are to Countrywide Shareholders who are not resident for tax purposes in the United Kingdom, have not within the past five years been resident for tax purposes in the United Kingdom and are not carrying on a trade (or profession or vocation) in the United Kingdom.

PART VIII

ADDITIONAL INFORMATION ON COUNTRYWIDE AND CONNELLS

1. Responsibility

- 1.1 The Countrywide Directors, whose names are set out in section 2.1 below, accept responsibility for the information contained in this Document (including expressions of opinion), other than information for which responsibility is taken by the Connells Directors and/or the Skipton Directors pursuant to section 1.2 or section 1.3 (as applicable) below. To the best of the knowledge and belief of the Countrywide Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The Connells Directors, whose names are set out in section 2.2 below, accept responsibility for the information contained in this Document (including any expressions of opinion) relating to Connells, the Connells Group, the Connells Directors and their respective close relatives, related trusts of and persons connected with the Connells Directors, and persons acting in concert with Connells (as such term is defined in the Takeover Code). To the best of the knowledge and belief of the Connells Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.3 The Skipton Directors, whose names are set out in section 2.3 below, accept responsibility for the information contained in this Document (including any expressions of opinion) relating to Skipton and the Wider Connells Group. To the best of the knowledge and belief of the Skipton Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors

- 2.1 The Countrywide Directors and their respective positions are:

David Watson	<i>Acting Non-Executive Chairman</i>
Philip Bowcock	<i>Interim Chief Executive Officer</i>
Paul Creffield	<i>Group Managing Director</i>
Himanshu Raja	<i>Group Chief Financial Officer</i>
Natalie Ceeney CBE	<i>Senior Independent Non-Executive Director</i>
Lisa Charles-Jones	<i>Independent Non-Executive Director</i>
Rupert Gavin	<i>Independent Non-Executive Director</i>
Amanda Rendle	<i>Independent Non-Executive Director</i>
Mark Shuttleworth	<i>Independent Non-Executive Director</i>
Caleb Kramer	<i>Non-Executive Director</i>

The business address of Countrywide and each of the Countrywide Directors save for Paul Creffield and Caleb Kramer is Countrywide plc, Greenwood House 1st Floor, 91-99 New London Road, Chelmsford, Essex, United Kingdom, CM2 0PP. The business address of Paul Creffield is Countrywide House, 6 Caldecotte Lake Business Park, Caldecotte Lake Drive, Caldecotte, Milton Keynes, United Kingdom, MK7 8JT. The business address of Caleb Kramer is Oaktree Capital Management UK LLP, 27 Knightsbridge, London, United Kingdom, SW1X 7LY.

The Company Secretary of Countrywide is Gareth Williams.

2.2 The Connells Directors and their respective positions are as follows:

Stephen Shipperley	<i>Group Executive Chairman</i>
David Livesey	<i>Group Chief Executive</i>
David Plumtree	<i>Group Estate Agency Chief Executive</i>
Richard Twigg	<i>Group Finance and Commercial Director</i>
David Cutter	<i>Director</i>
Amanda Burton	<i>Director</i>
Bobby Ndawula	<i>Director</i>

The business address of each Connells Director is Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire LU7 1GN.

2.3 The Skipton Directors and their respective positions are as follows:

Robert East	<i>Chair</i>
David Cutter	<i>Group Chief Executive</i>
Bobby Ndawula	<i>Group Finance Director</i>
Mark Lund	<i>Deputy Chair and Senior Independent Director</i>
Andrew Bottomley	<i>Customer Director</i>
Ian Cornelius	<i>Commercial and Strategy Director</i>
Amanda Burton	<i>Non-executive director</i>
Richard Coates	<i>Non-executive director</i>
Denise Cockrem	<i>Non-executive director</i>
Denis Hall	<i>Non-executive director</i>
Heather Jackson	<i>Non-executive director</i>
Helen Stevenson	<i>Non-executive director</i>

The business address of each Skipton Director is Skipton Building Society, The Bailey, Skipton, North Yorkshire BD23 1DN.

3. Interests and dealings in Countrywide Shares

3.1 For the purposes of this section 3 and section 4:

- (A) “**acting in concert**” has the meaning given to it in the Takeover Code;
- (B) “**arrangement**” includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to securities which may be an inducement to deal or refrain from dealing;
- (C) “**dealing**” has the meaning given to it in the Takeover Code;
- (D) “**derivative**” has the meaning given to it in the Takeover Code;
- (E) “**interest**” or “**interests**” in relevant securities shall have the meaning given to it in the Takeover Code;
- (F) “**relevant Connells securities**” mean relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeror) of Connells including equity share capital in Connells (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof;
- (G) “**relevant Countrywide securities**” mean relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeree) of Countrywide including equity share capital of Countrywide (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof; and
- (H) “**short position**” means any short position (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.

- 3.2 As at the Latest Practicable Date, the Countrywide Directors (and their close relatives, related trusts and connected persons) held the following interests in, or rights to subscribe in respect of, relevant Countrywide securities:

Countrywide Director	Number of Countrywide Shares	% of Countrywide's total issued share capital	Nature of interest
David Watson	2,998	0.01	Ordinary shares
Paul Creffield	50,421	0.15	Ordinary shares
Himanshu Raja	27,768	0.08	Ordinary shares
Natalie Ceeney CBE	2,491	0.01	Ordinary shares
Rupert Gavin	418	0.00	Ordinary shares

- 3.3 As at the Latest Practicable Date, the Countrywide Directors held the following outstanding awards and options over relevant Countrywide securities under the Countrywide Share Plans set out below:

Name	Share Plan	Number of ordinary shares under option/award	Expected first date of exercise	Exercise price (per share) (£)
Paul Creffield	Deferred bonus 2015	384	22/05/2018	Nil
	Deferred bonus 2016	404	05/05/2019	Nil
	LTIP 2017	1,300	02/05/2020	Nil
	LTIP 2018	25,024	26/03/2021	Nil
	LTIP 2019	54,945	27/03/2022	Nil
Himanshu Raja	LTIP 2018	32,571	26/03/2021	Nil
	LTIP 2019	35,043	27/03/2022	Nil

- 3.4 As at the Latest Practicable Date, Connells held the following interests in, or rights to subscribe in respect of, relevant Countrywide securities:

Shareholder	Number of Countrywide Shares	% of Countrywide's total issued share capital	Nature of interest
Connells Limited	1,919,995	5.86	Ordinary shares

- 3.5 As at the Latest Practicable Date, the following dealings in relevant securities of Countrywide by Connells have taken place during the Disclosure Period:

Name	Nature of security and price	Buy/Sell	Date of dealing	Number of relevant securities
Connells Limited	Ordinary shares – 395 pence per share	Buy	6 January 2021	1,919,995

- 3.6 As at the Latest Practicable Date, the Connells Directors (and their close relatives, related trusts and connected persons) held the following interests in, or rights to subscribe in respect of, relevant Countrywide securities:

Connells Director	Number of Countrywide Shares	% of Countrywide's total issued share capital	Nature of interest
David Livesey	2,552	0.0078	Ordinary shares
David Plumtree	2,135	0.0065	Ordinary shares
Close relative of Connells Director Stephen Shipperley	6,453	0.0197	Ordinary shares

- 3.7 As at the Latest Practicable Date, the following dealings in relevant securities of Countrywide by the Connells Directors (and their close relatives and related trusts and companies) have taken place during the Disclosure Period:

Name	Nature of security and price	Buy/Sell	Date of dealing	Number of relevant securities
Close relative of Connells Director Stephen Shipperley	Ordinary shares – 154 pence	Buy	4 November 2020	6,453

4. Interests and Dealings – General

- 4.1 Save as disclosed in section 3 (*Interests and dealings in Countrywide Shares*) above and section 6 (Irrevocable undertakings) below, as at the Latest Practicable Date:

- (A) no member of the Connells Group had any interest in, right to subscribe in respect of or any short position in relation to any relevant Countrywide securities, nor has any member of the Connells Group dealt in any relevant Countrywide securities during the Disclosure Period;
- (B) none of the Connells Directors had any interest in, right to subscribe in respect of or any short position in relation to any relevant Countrywide securities, nor has any such person dealt in any relevant Countrywide securities or during the Disclosure Period;
- (C) no person acting in concert with Connells had any interest in, right to subscribe in respect of or any short position in relation to any relevant Countrywide securities, nor has any such person dealt in any relevant Countrywide securities, during the Disclosure Period;
- (D) no person who has an arrangement with Connells or any person acting in concert with Connells had any interest in, right to subscribe in respect of or any short position in relation to any relevant Countrywide securities, nor has any such person dealt in any relevant Countrywide securities during the Disclosure Period; and
- (E) none of Connells or any person acting in concert with Connells, has borrowed or lent any relevant Countrywide securities (including for these purposes any financial or collateral arrangements) in the Disclosure Period, save for any borrowed shares which have been either on-lent or sold.

- 4.2 Save as disclosed in section 3 (*Interests and dealings in Countrywide Shares*) above, as at the Latest Practicable Date:

- (A) no member of the Countrywide Group had any interest in, right to subscribe in respect of or any short position in relation to relevant Connells securities, nor has any such person dealt in any relevant Countrywide securities or relevant Connells securities during the Offer Period;
- (B) none of the Countrywide Directors had any interest in, right to subscribe in respect of or any short position in relation to any relevant Connells securities, nor has any such person dealt in any relevant Countrywide securities or relevant Connells securities during the Offer Period;
- (C) no person who has an arrangement with Countrywide had any interest in, right to subscribe in respect of or any short position in relation to any relevant Countrywide securities, nor has any such person dealt in any relevant Countrywide securities during the Offer Period;
- (D) no person acting in concert with Countrywide had any interest in, right to subscribe in respect of or any short position in relation to any relevant Countrywide securities, nor has any such person dealt in any relevant Countrywide securities during the Offer Period; and

- (E) neither Countrywide nor any person acting in concert with Countrywide has borrowed or lent any relevant Countrywide securities, save for any borrowed shares which have been either on-lent or sold.
- 4.3 Save as disclosed herein, no persons have given any irrevocable or other commitment to vote in favour of the Scheme or the Special Resolution to be proposed at the General Meeting.
- 4.4 Save as disclosed herein, none of: (i) Connells or any person acting in concert with Connells; or (ii) Countrywide or any person acting in concert with Countrywide, has any arrangement in relation to relevant Countrywide securities or relevant Connells securities.
- 4.5 Save as disclosed herein, no agreement, arrangement or understanding (including any compensation arrangement) exists between Countrywide, Connells or any person acting in concert with them and any of the Countrywide Directors or the recent directors, shareholders or recent shareholders of Countrywide having any connection with or dependence upon or which is conditional upon the Acquisition.
- 4.6 There is no agreement, arrangement or understanding whereby the beneficial ownership of any Countrywide Shares to be acquired by Connells pursuant to the Scheme will be transferred to any other person.
- 4.7 No relevant securities of Countrywide have been redeemed or purchased by Countrywide during the Disclosure Period.

5. Significant Connells Shareholders

As at the Latest Practicable Date, Connells is a subsidiary of Skipton.

6. Irrevocable undertakings and former letter of intent

Connells has received irrevocable support for the Acquisition from Countrywide Shareholders in respect of, in aggregate, 15,246,675 Countrywide Shares (representing approximately 46.54 per cent. of the existing issued ordinary share capital of Countrywide) as at the Latest Practicable Date, as set out below.

Copies of the irrevocable undertakings and the former letter of intent are available on Countrywide's website at <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/> and will remain on display until the end of the Offer Period.

6.1 Irrevocable undertakings given by the Countrywide Directors

The following Countrywide Directors have given irrevocable undertakings to vote or procure the voting in favour of the resolutions relating to the Acquisition at the Meetings (or, if Connells exercises its right to implement the Acquisition by way of a Takeover Offer (with the consent of the Panel), to accept or procure the acceptance of, the Takeover Offer) in respect of their own beneficial holdings of Countrywide Shares (or in respect of those Countrywide Shares over which they have control):

Name of Countrywide Director	Number of Shares in respect of which undertaking is given	% of Countrywide's issued share capital (excluding shares under option)
David Watson	2,998	0.01
Paul Creffield	50,421	0.15
Himanshu Raja	27,768	0.08
Natalie Ceeney	2,491	0.01
Rupert Gavin	418	0.00
Total	84,096	0.26

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

These irrevocable undertakings will only cease to be binding:

- (A) if any competing offer for the entire issued and to be issued ordinary share capital of Countrywide is declared wholly unconditional (if implemented by way of Takeover Offer) or otherwise becomes effective (if implemented by way of a scheme of arrangement);
- (B) on the earlier of: (i) 11:59 p.m. on the Long Stop Date; or (ii) the date on which the Scheme (or Takeover Offer, as applicable) lapses or is withdrawn in accordance with its terms, unless the Scheme (or Takeover Offer, as applicable) lapses or is withdrawn as a result of Connells' right to elect to implement the Acquisition by way of a Takeover Offer (with the consent of the Panel); or
- (C) in circumstances where the Acquisition is being implemented by way of the Scheme and Connells elects to implement the Acquisition by way of a Takeover Offer (with the consent of the Panel), if the offer document to be published in connection with such Takeover Offer has not been despatched within 28 days of the date of issue of the press announcement announcing the change in structure (or such later date as the Panel may agree).

6.2 **Irrevocable undertakings given by other Countrywide Shareholders**

The following Countrywide Shareholders (other than the Countrywide Directors) have given irrevocable undertakings to vote or procure the voting in favour of the resolutions relating to the Acquisition at the Meetings (or, if Connells exercises its right to implement the Acquisition by way of a Takeover Offer (with the consent of the Panel), to accept or procure the acceptance of, the Takeover Offer) in respect of their own beneficial holdings of Countrywide Shares (or in respect of those Countrywide Shares over which they have control):

Name of Countrywide Shareholder	Number of Shares in respect of which undertaking is given	% of Countrywide's issued share capital (excluding shares under option)
Hosking Partners LLP	4,863,829	14.85
Jeremy John Hosking	750,000	2.29
Django O'Connell Davidson	121,490	0.37
OCM Luxembourg Castle Holdings S.à r.l.	1,779,722	5.43
OCM Luxembourg EPF III Castle Holdings S.à r.l.	4,211,004	12.85
Catalist Partners	3,436,534	10.49
Total	15,162,579	46.28

The irrevocable undertakings received from Hosking Partners LLP, Jeremy John Hosking and Django O'Connell Davidson (being persons associated with Hosking Partners LLP) and Catalist Partners will lapse and cease to have effect on the earlier of the following occurrences:

- (A) the Scheme (or Takeover Offer, as applicable) lapses or is withdrawn in accordance with its terms and Connells publicly confirms that it does not intend to proceed with the Acquisition or to implement the Acquisition by way of a Takeover Offer (or a scheme of arrangement, as applicable); or
- (B) the Scheme has not become Effective by 11.59 p.m. on the Long Stop Date.

The obligations under the irrevocable undertaking received from Hosking Partners LLP in respect of Countrywide Shares of a beneficial owner identified in the Schedule thereto will also lapse and cease to have effect in respect of the corresponding number of Countrywide Shares in the event that notice terminating the appointment of Hosking Partners LLP as discretionary investment manager for such beneficial owner is issued and becomes effective.

The irrevocable undertakings received from OCM Luxembourg Castle Holdings S.à r.l. and OCM Luxembourg EPF III Castle Holdings S.à r.l. will lapse and cease to have effect on the earlier of the following occurrences:

- (A) the Scheme (or Takeover Offer, as applicable) does not become Effective in accordance with its terms, lapses or is withdrawn and, in any such case, Connells does not publicly confirm within five Business Days that it intends to proceed with the Acquisition or to implement the Acquisition by way of a Takeover Offer (or a scheme of arrangement, as applicable); or
- (B) the Scheme has not become Effective by 11.59 p.m. on the Long Stop Date.

6.3 **Former Letter of Intent from Schroder Investment Management Limited**

The non-binding letter of intent provided by Schroders to Connells on 31 December 2020, confirming its intention to vote or procure the voting in favour of the resolutions relating to the Acquisition at the Meetings, has been superseded by Connells' subsequent purchase of Schroders' entire holding of Countrywide Shares. Please see paragraph 4 (*Irrevocable undertakings and former letter of intent*) of Part I (*Letter from the Chairman of Countrywide*) for further details.

7. **Directors' service agreements and letters of appointment**

7.1 **Executive Directors' service contracts**

Set out below are details of the service contracts of Philip Bowcock, Paul Creffield and Himanshu Raja:

Name of Executive Director	Date of service contract	Effective date of appointment	Notice period
Philip Bowcock	24 November 2020	24 November 2020	6 months ⁽¹⁾
Paul Creffield	6 July 2007	2 August 2018	12 months ⁽²⁾
Himanshu Raja	6 June 2017	12 June 2017 to 31 July 2017 (Executive Director); 1 August 2017 (Group Chief Financial Officer)	12 months ⁽³⁾

- (1) Philip Bowcock's appointment as Interim Chief Executive Officer will terminate on 31 December 2021, unless previously terminated by either party giving the other no less than six months' notice in writing or by the Company terminating by making a payment in lieu of such notice period. The unexpired term of his appointment as at the Latest Practicable Date is therefore 11 months. Philip Bowcock's notice period was extended to six months by way of a letter dated 23 December 2020.
- (2) As announced on 24 November 2020, Paul Creffield will retire from his role as Group Managing Director and from the Board on 31 March 2021. He will remain employed until 24 November 2021, being the end of his 12-month notice period, and will support an appropriate handover and transition throughout this period. The unexpired term of his appointment as at the Latest Practicable Date is therefore 10 months.
- (3) As Himanshu Raja's service contract will continue unless terminated, there is no unexpired term for his appointment.

Philip Bowcock is paid a base salary of £550,000 per annum and is entitled to the following benefits: (A) private medical cover; (B) life assurance; (C) permanent health insurance; (D) a company car allowance of £13,200 per annum; and (E) reasonable business-related expenses. In accordance with the directors' remuneration policy, he is eligible for a maximum potential annual bonus of up to 120 per cent. of base salary and to participate in the Countrywide Share Plans, including an annual LTIP grant of up to 150 per cent. of salary in normal circumstances (or 300 per cent. in exceptional circumstances). He has opted out of auto-enrolment in the Company's pension scheme.

Paul Creffield is paid a base salary of £450,000 per annum and is entitled to the following benefits: (A) a salary supplement in lieu of pension entitlement of 15 per cent. of base salary; (B) private medical cover; (C) life insurance; (D) a company car allowance of £13,200 per annum; and (E) reasonable business-related expenses. In accordance with the directors' remuneration policy, he is eligible for a maximum potential annual bonus of up to 120 per cent. of base salary and to participate in the Countrywide Share Plans. It has been agreed that no further LTIP awards will be granted to Paul Creffield given that he will be retiring during 2021.

Himanshu Raja is paid a base salary of £410,000 per annum and is entitled to the following benefits: (A) a salary supplement in lieu of pension entitlement of 15 per cent. of base salary; (B) private medical cover; (C) life assurance; (D) permanent health insurance; (E) a company car allowance of £13,200 per annum; (F) a parking space; and (G) reasonable business-related expenses. In accordance with the directors' remuneration policy, he is eligible for a maximum potential annual bonus of up to 120 per cent. of base salary and to participate in the Countrywide Share Plans, including an annual LTIP grant of up to 150 per cent. of salary in normal circumstances (or 300 per cent. in exceptional circumstances).

Countrywide also maintains directors' and officers' insurance for the benefit of each Executive Director.

7.2 **The Chairman and the Countrywide Non-Executive Directors**

The Countrywide Non-Executive Directors do not have service agreements. The independent Countrywide Non-Executive Directors are appointed by letters of appointment for an initial two-year term, terminable on six months' written notice (such notice period to expire, at the earliest, on the final day of the initial two-year term). Caleb Kramer's services are provided to Countrywide under the relationship agreement between (among others) Countrywide, OCM Luxembourg Castle Holdings S.á.r.l. and OCM Luxembourg EPF III Castle Holdings S.á.r.l., dated 19 March 2013. The initial terms of the Countrywide Non-Executive Directors' positions are subject to their re-election by Countrywide Shareholders at Countrywide's next annual general meeting.

The Countrywide Non-Executive Directors are not entitled to bonuses, benefits or pensions contributions, or to participate in any incentive schemes. The fees payable to the Countrywide Non-Executive Directors comprise a standard director's fee (subject to ongoing review) and a fee, where relevant, for additional responsibilities, as well as reasonable expenses.

The following table summarises the dates for the letters of appointment, unexpired term and current fees of the Acting Non-Executive Chairman and each Countrywide Non-Executive Director:

Name of Director	Date of letter of appointment	Effective date of appointment	Unexpired term as at the Latest Practicable Date	Current annual base fee	Current additional annual fee
David Watson⁽¹⁾	23 August 2013	1 September 2013	n/a	£95,000	£85,000
Natalie Ceeney CBE⁽²⁾	24 April 2017	28 April 2017	n/a	£45,000	£35,000
Lisa Charles-Jones⁽³⁾	10 June 2019	26 June 2019	5 months (term to expire on 26 June 2021)	£45,000	£15,000
Rupert Gavin	19 June 2014	23 June 2014	n/a	£45,000	–
Amanda Rendle⁽⁴⁾	15 October 2019	16 October 2019	9 months (term to expire on 16 October 2021)	£45,000	£10,000
Mark Shuttleworth⁽⁵⁾	3 October 2018	1 October 2018	n/a	£45,000	£15,000
Caleb Kramer	18 March 2013	19 February 2013	n/a	£40,000	–

(1) David Watson currently receives an additional fee of £85,000 per annum in respect of his position as acting non-executive chairman by way of a letter dated 24 November 2020.

(2) Natalie Ceeney receives an additional fee of £20,000 per annum in respect of her position as Senior Independent Director by way of a letter dated 24 November 2020 and £15,000 per annum in respect of her position as chair of the Remuneration Committee.

(3) Lisa Charles-Jones receives an additional £15,000 fee in respect of her position as Non-Executive Director Employee Engagement Lead.

(4) Amanda Rendle receives an additional £10,000 fee in respect of her appointment as non-executive director of Countrywide Principal Services Limited.

(5) Mark Shuttleworth receives an additional £15,000 fee in respect of his position as chair of the Audit and Risk Committee.

Countrywide also maintains directors' and officers' insurance for the benefit of each Countrywide Non-Executive Director.

7.3 Policy on payment for loss of office

If an Executive Director is served or gives notice of the termination of their service agreement, in the absence of a breach by the Director of the service agreement, Countrywide may (although it is not obliged to) terminate the Director's employment immediately by payment of an amount equal to the basic salary and specified benefits the Director is entitled to (including pension scheme contribution or equivalent salary supplement payment where relevant), in lieu of the whole or the remaining part of the notice period. Discretionary bonus payments will not form part of any payments in lieu of notice. An annual bonus may be payable with respect to the period of the financial year served although it would be paid in cash and pro-rated and paid at the normal payout date. Payments in lieu of notice may be paid in monthly instalments over the length of the notice period with such instalments to be reduced or to cease upon the Director receiving payment from a new position.

Any share-based entitlements granted to an Executive Director under the Countrywide Share Plans will be determined based on the relevant plan rules.

The default treatment for deferred bonus awards is that any outstanding awards vest on the normal vesting date, unless the Remuneration Committee decides that exceptional circumstances apply which make it appropriate for awards to vest on cessation of employment. However, if cessation is as a result of dismissal for gross misconduct or a similar 'bad leaver' reason, outstanding awards will lapse.

The default treatment under the LTIP is that any outstanding awards lapse on cessation of employment. However, in certain prescribed circumstances (such as ill health, injury or disability, retirement, transfer of the employing company outside of the Countrywide Group or in other circumstances at the discretion of the Remuneration Committee), 'good leaver' status may be applied. For good leavers, awards will normally vest on the normal vesting date, subject to the satisfaction of the relevant performance conditions and reduced pro-rata to reflect the proportion of the performance period actually served. However, the Remuneration Committee has discretion to determine that awards for good leavers vest at cessation and/or to disapply pro-rating. In the event of death, awards will normally vest on the date of death, subject to performance conditions and pro-rating, although the Remuneration Committee has discretion to determine that awards vest at the normal vesting date and/or to disapply pro-rating.

Countrywide has the power to enter into settlement agreements with Directors and to pay compensation to settle potential legal claims. In addition, and consistent with market practice, in the event of the termination of an Executive Director, Countrywide may pay a contribution towards that individual's legal fees and fees for outplacement services as part of a negotiated settlement. Any such fees will be disclosed as part of the detail of termination arrangements. For the avoidance of doubt, the policy does not include an explicit cap on the cost of termination payments.

7.4 Amendments, other contracts and other compensation

Save as disclosed above, there are no other contracts of service between the Countrywide Directors and the Company or any of its subsidiaries.

Save as disclosed in this paragraph 7:

- (A) no Countrywide Director is entitled to commission or profit sharing arrangements;
- (B) neither the service contract nor any of the letters of appointment set out in this paragraph 7 have been entered into or amended during the six months prior to the date of this Document; and
- (C) other than statutory compensation and payment in lieu of notice, no compensation is payable by the Company to any Countrywide Director upon early termination of their employment or appointment.

8. Market quotations

The following table shows the Closing Price for Countrywide Shares as derived from the Official List for the first Business Day of each of the six months before the date of this Document, for 6 November 2020 (being the last Business Day prior to the commencement of the Offer Period) and for the Latest Practicable Date:

Date	Countrywide Share price (p)
1 July 2020	113.00
3 August 2020	150.00
1 September 2020	170.00
1 October 2020	185.00
2 November 2020	158.80
6 November 2020	145.00
1 December 2020	226.60
4 January 2021	391.80
Latest Practicable Date	391.20

9. Material contracts

9.1 *Countrywide material contracts*

Save as disclosed below, no member of the Countrywide Group has, during the Disclosure Period, entered into any material contract otherwise than in the ordinary course of business.

The following contracts, not being contracts entered into in the ordinary course of business, and which are or may be material, have been entered into by members of the Countrywide Group during the Disclosure Period.

Subscription Agreement with Alchemy

On 22 October 2020, the Company entered into a Subscription Agreement with Alchemy and ASOF IV, containing (*inter alia*) the following terms. The Subscription Agreement was terminated by a deed of termination in relation to the Subscription Agreement dated 9 December 2020.

Subscription

Pursuant to the Subscription Agreement, Alchemy and ASOF IV agreed to participate in the Original Alchemy Transaction, and ASOF IV agreed to take up in full its open offer entitlement, up to a maximum aggregate subscription amount of £90,023,690. Alchemy's commitment under the Subscription Agreement was conditional on, *inter alia*, each of the resolutions required to implement the Original Alchemy Transaction having been passed (without amendment, except with the prior written consent of Alchemy) by Countrywide Shareholders at the general meeting of Countrywide which was due to be held on 18 November 2020.

Warranties and undertakings

The Company gave certain customary warranties to Alchemy and ASOF IV. The Company gave certain undertakings in respect of conduct of business, except that the undertakings did not restrict or prevent (*inter alia*) (i) any matter reasonably undertaken by any member of the Countrywide Group in the case of an emergency or disaster or other serious incident or circumstance or (ii) any matter which the Company in good faith considered to be necessary in order for the Countrywide Group to respond to the COVID-19 pandemic, provided that the Company was required, to the extent reasonably practicable, to consult with Alchemy in relation to the same.

Alchemy and ASOF IV gave certain customary warranties and undertakings to the Company.

Commissions

If the closing of the issue of and subscription for the subscription shares under the Subscription Agreement had taken place, the Company would have paid to Alchemy certain commissions being, in aggregate, an amount equal to £1,202,859 (exclusive of VAT), in respect of which sum the Company authorised Alchemy to deduct the same from the subscription amount to be paid by Alchemy under the Subscription Agreement.

Current Credit Facilities Agreement

Certain members of the Countrywide Group entered into the Current Credit Facilities ARA with a syndicate of banking institutions (including Barclays as a lender under the Current Credit Facilities) on 29 April 2020. The Current Credit Facilities give the Countrywide Group access to a total of £145 million revolving credit facilities, comprising a £125 million revolving credit facility which matures in September 2022 and the Additional Liquidity Facility. As at the date of this document, the majority of the commitments under the Current Credit Facilities are provided by Cross Ocean Partners.

The Current Credit Facilities Agreement makes the Countrywide Group subject to financial covenants, consisting of a leverage ratio covenant and an interest cover covenant. The Current Credit Facilities Agreement also makes the Group subject to liquidity headroom requirements. The leverage ratio covenant and interest cover covenant will not be tested under the Current Credit Facilities Agreement until the Deferred Covenant Testing Date. The liquidity headroom requirements: (i) require the Group to ensure that the Current Credit Facilities Forecast does not show surplus liquidity of less than £5,000,000 for any two consecutive weeks or on the Friday of the last week of a month for two consecutive months; and (ii) prevent any further drawings under the Current Credit Facilities if the Current Credit Facilities Forecast shows surplus liquidity of less than £10,000,000 for any two consecutive weeks or on the Friday of the last week of a month for two consecutive months.

The Current Credit Facilities Agreement contains customary representations, covenants and events of default. It accordingly restricts the manner in which the Countrywide Group's business is conducted, including the incurrence of additional indebtedness, creation of additional security, restriction on disposals and restriction on large acquisitions.

The Current Credit Facilities Agreement gives the Current Credit Facilities lenders the right to require mandatory prepayment and cancellation in certain customary circumstances, including upon a change of control.

Term Loan Facility Agreement

The Company entered into the Term Loan Facility Agreement on 22 October 2020 in connection with the Original Alchemy Transaction. The Term Loan Facility Agreement provides for a Term Loan Facility to become available to Countrywide Group plc if the Original Alchemy Transaction is implemented and certain other customary conditions are met. It was originally intended that, following the implementation of the Original Alchemy Transaction, the Term Loan Facility would be drawn to prepay and cancel all of the Current Credit Facilities (at which point it would not be available for further drawing by the Company or its subsidiaries). However, in light of the Countrywide Board's recommendation in favour of the Acquisition, it is not currently envisaged that the Term Loan Facility will be available for drawdown.

Repurchase Agreement

On 22 October 2020, Barclays and the Company entered into the Repurchase Agreement in connection with the Repurchase under which the Company appointed Barclays to carry out the Tender Offer as principal. The Repurchase Agreement was terminated on 22 January 2021.

Under the Repurchase Agreement, subject to the Tender Offer becoming unconditional in all respects and not being terminated in accordance with the Repurchase Agreement or the Original Alchemy Transaction Prospectus, (i) the Company granted to Barclays an option (the "**Put Option**") to require the Company to purchase the Tendered Shares acquired by Barclays pursuant to the Tender Offer from Barclays; and (ii) Barclays granted to the Company an option (the "**Call Option**") to require Barclays to sell the Tendered Shares acquired by Barclays pursuant to the Tender Offer to the Company.

Each Tendered Share purchased by the Company from Barclays on exercise of a Put Option or a Call Option would have been at a price of 180 pence per Tendered Share. The Tendered Shares would have been cancelled following the Repurchase in accordance with the applicable provisions of the Companies Act.

The Company gave certain undertakings and warranties to Barclays under the Repurchase Agreement. Barclays also gave certain customary warranties and undertakings to the Company.

Sponsor and JFA Agreement

On 22 October 2020, Jefferies, Barclays and the Company entered into an agreement pursuant to which the Company appointed: (i) Jefferies as sole sponsor in connection with the publication of this Original Alchemy Transaction Prospectus; and (ii) Jefferies and Barclays as joint global coordinators, joint financial advisers and joint corporate brokers in connection with the Original Alchemy Transaction, in order to provide such financial advice, assistance and investment banking services reasonably requested by the Company and as such joint financial adviser deems appropriate (the “**Sponsor and JFA Agreement**”). The Sponsor and JFA Agreement was terminated on 22 January 2021.

The Company had agreed to pay Jefferies and Barclays customary fees and commissions for their services on admission under the Sponsor and JFA Agreement, together with properly incurred expenses in connection with providing such services.

Under the Sponsor and JFA Agreement, the Company provided certain customary warranties and undertakings including, *inter alia*, that: (i) the Original Alchemy Transaction Prospectus or any supplementary prospectus did not contain any untrue statement of, or omission of, a material fact; (ii) that previous public announcements not include untrue statements or omissions of material facts; and (iii) that the information provided to the FCA and to Jefferies and Barclays in connection with this Original Alchemy Transaction Prospectus was true and accurate in all material respects. The Company also undertook certain obligations to provide assistance to Jefferies (acting as sponsor) and the Joint Financial Advisers and Joint Corporate Brokers, which included delivering to them certain documents.

The Sponsor and JFA Agreement contains certain customary indemnities in favour of Jefferies (acting as sponsor) and the Joint Financial Advisers and Joint Corporate Brokers and certain customary exclusions of liability.

LSH Share Purchase Agreement

Countrywide Group plc (as seller) (“**CG**”), a wholly-owned subsidiary of Countrywide, and John Bengt Moeller (as buyer) entered into a share purchase agreement (the “**LSH SPA**”) on 28 November 2019, pursuant to which CG agreed, on the terms and subject to the LSH Condition (as defined below) therein, to sell and transfer the entire issued share capital of LSH to Mr Moeller (the “**LSH Sale**”) for a base cash consideration of £38 million, subject to an adjustment of up to £350,000, in favour of either party, to be calculated by reference to completion accounts.

The obligations of the parties to complete the LSH Sale were subject to shareholder approval (the “**LSH Condition**”), which was received at the general meeting of the Company on 27 December 2019, in advance of the long stop date of 20 January 2020.

CG gave legal, title and commercial warranties to Mr Moeller of a type customary for a transaction of this nature, including in respect of CG’s power and authority to enter into and perform the LSH SPA, legal and beneficial title to the LSH shares, accounts and financial matters, contracts, insolvency proceedings, compliance and litigation, matters relating to employees and employee benefits, compliance with laws, intellectual property, information technology, data protection, real estate matters, health and safety and the environment, pension arrangements, insurance and tax. These warranties were to be repeated by CG on completion of the LSH Sale (“**LSH Completion**”) by reference to the facts and circumstances existing at LSH Completion.

Subject to customary exclusions, warranty claims are subject to financial and other limitations of liability, including customary time limitations and other limitations and exclusions on the ability of Mr Moeller to claim against CG in respect of the warranties. Indemnities were also granted by CG to Mr Moeller in respect of certain disputes involving LSH, breaches of data protection laws and other regulatory breaches. The LSH SPA also contained certain customary financial and time limitations and other limitations and exclusions on the ability of Mr Moeller to claim against CG for breach of the LSH SPA (save in respect of fraud). The LSH SPA was governed by the laws of England and Wales.

Following a number of extensions agreeing a revised timetable to complete on more than one occasion, during which CG exercised its postponement rights as the non-defaulting party under the LSH SPA, Mr Moeller failed to complete the transaction in accordance with the final timetable set for LSH Completion by 12:00 p.m. on 11 March 2020. Accordingly, CG exercised its

termination rights under the LSH SPA, which was terminated on 16 March 2020. Countrywide is pursuing Mr Moeller for damages and costs.

9.2 **Connells material contracts**

Save as disclosed below, no member of the Connells Group has, during the Disclosure Period, entered into any material contract otherwise than in the ordinary course of business.

The following contracts, not being contracts entered into in the ordinary course of business, and which are or may be material, have been entered into by members of the Connells Group during the Disclosure Period.

Skipton Loan Agreement

The Skipton Loan Agreement described in paragraph 12 of this Part VIII.

10. **Offer-related fees and expenses**

10.1 **Fees and Expenses of Connells**

The aggregate fees and expenses expected to be incurred by Connells in connection with the Acquisition (excluding any applicable VAT and other taxes) are expected to be between £4.6 million and £5.1 million (excluding applicable VAT and other similar taxes).

Set out below are the estimates of fees and expenses (excluding applicable VAT and other similar taxes) expected to be incurred in relation to:

Category	Amount (£ million)
Financial and corporate broking advice	1.9 – 2.4 ⁽¹⁾
Legal advice	2.5 ⁽²⁾
Public relations advice	0.1 – 0.2 ⁽¹⁾
Other costs and expenses	0.1
Total	<u>4.6 – 5.1</u>

(1) These fees are estimated as a range since the maximum amount incurred will depend on the successful completion of the Acquisition.

(2) These services are charged in part by reference to hourly rates. Amounts included here reflect the time incurred up to the Latest Practicable Date and an estimate of further time required.

In addition, stamp duty of 0.5 per cent. on the purchase price of the Countrywide Shares acquired under the Acquisition will be payable by Connells.

10.2 **Countrywide Fees and Expenses**

The aggregate fees and expenses expected to be incurred by Countrywide in connection with the Acquisition (excluding any applicable VAT and other taxes) are expected to be approximately £5.4 million (excluding applicable VAT and other similar taxes).

Set out below are the estimates of fees and expenses (excluding applicable VAT and other similar taxes) expected to be incurred in relation to:

Category	Amount (£ million)
Financial and corporate broking advice	3.3 ⁽¹⁾
Legal advice	1.6 ⁽²⁾
Public relations advice	0.2
Other professional services	0.2
Other costs and expenses	<0.1 ⁽³⁾
Total	<u>5.4</u>

(1) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Acquisition becomes Effective. The total does not include disbursements.

- (2) Amount includes disbursements, including for counsel's fees for services in connection with the court process relating to the Scheme.
- (3) Amount includes costs of printing, use of the Virtual Meeting Platform, data room costs, and fees payable to the London Stock Exchange.

11. Financing arrangements relating to Connells

The Acquisition will be fully funded through a funded from an intra-group credit facility to be provided by Skipton to Connells.

12. Cash confirmation

The cash consideration payable by Connells pursuant to the Acquisition will be funded using the proceeds of a loan agreement entered into between Connells as borrower and Skipton as lender (dated 7 December 2020 and as amended on 31 December 2020) which provides for an intercompany term loan facility in an aggregate principal amount of £253,000,000 (the "**Skipton Loan Agreement**"). The proceeds of loans under the Skipton Loan Agreement will be used: (i) to finance the Acquisition and related costs and expenses; (ii) to repay the Current Credit Facilities (on which please see section 9.1 (*Countrywide material contracts*) of Part VIII (*Additional Information*) above); and (iii) for general working capital.

Subject to the satisfaction of the conditions under the Skipton Loan Agreement, Connells may draw on the facility on a customary "certain funds" basis during the "**Certain Funds Period**", which is the period from the signing date of the Skipton Loan Agreement (7 December 2020) to the earlier of: (i) 14 July 2021; or (ii) the earlier of (a) the date on which the Scheme lapses, terminates or is withdrawn in accordance with its terms, and (b) the date which is 14 days after the date on which the Scheme becomes Effective in accordance with its terms.

Connells is required under the Skipton Loan Agreement to repay the loans in equal semi-annual instalments on each interest payment date with a final repayment falling in December 2040. Connells shall also pay interest on the loans semi-annually in each June and December, and the rate of interest will be equal to the aggregate of margin at 2.8 per cent. per annum and a compounded daily rate based on the Bank of England's Sterling Overnight Index Average (SONIA) and calculated in accordance with the Skipton Loan Agreement.

The Skipton Loan Agreement contains customary representations and covenants applicable to Connells (including covenants relating to change of business, compliance with laws, maintenance of authorisations and consents, compliance with anti-bribery legislation and payment of applicable taxes). The Skipton Loan Agreement also contains customary events of default (including non-payment, change of control, cessation of business, material adverse change, cross default, illegality/unlawfulness, insolvency and disposal of all or substantially all assets). The representations, covenants and events of default are subject to customary carve-outs, materiality thresholds and grace periods where applicable.

Evercore, as financial adviser to Connells and Skipton, is satisfied that sufficient resources are available to Connells to satisfy in full the cash consideration payable to Countrywide Shareholders under the terms of the Scheme.

13. Persons acting in concert

13.1 In addition to the Connells Directors (together with their close relatives and related trusts), Skipton and members of the Connells Group (and their related defined benefit pension schemes), the persons who, for the purposes of the Takeover Code, are acting in concert with Connells are:

Name	Registered Office	Relationship with Connells
Evercore Partners International LLP	15 Stanhope Gate, London W1K 1LN United Kingdom	Financial adviser
Liberum Capital Limited	25 Ropemaker Street, London EC2Y 9LY United Kingdom	Corporate broker

- 13.2 In addition to the Countrywide Directors (together with their close relatives and related trusts) and members of the Countrywide Group, the persons who, for the purposes of the Takeover Code, are acting in concert with Countrywide are:

Name	Address/Registered office	Relationship with Countrywide
Jefferies International Limited	100 Bishopsgate, London EC2N 4JL United Kingdom	Joint financial adviser and joint corporate broker
Barclays Bank PLC	1 Churchill Place, London, E14 5HP United Kingdom	Joint financial adviser and joint corporate broker

14. No significant change

There has been no significant change in the financial or trading position of Countrywide since 30 June 2020, being the date to which the latest interim financial information published by Countrywide was prepared.

15. Consent

Each of Evercore, Liberum, Jefferies and Barclays has given and not withdrawn its written consent to the issue of this Document with the inclusion of references to its name in the form and context in which they are included.

16. Documents incorporated by reference

- 16.1 Parts of other documents are incorporated by reference into, and form part of, this Document.
- 16.2 Part V (*Financial and Ratings Information*) of this Document sets out which sections of certain documents are incorporated by reference into, and form part of, this Document.
- 16.3 Countrywide Shareholders may request a hard copy of such documents incorporated by reference. A copy of any such documents or information incorporated by reference will not be sent to such persons unless requested, free of charge, by (i) calling the Company's Registrar, Link Group, on 0371 664 0321 (calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes), or (ii) by writing to Link Group, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham BR3 4TU, in each case stating your name, and the address to which the hard copy should be sent.

17. Documents available for inspection

- 17.1 Copies of the following documents will be available for viewing on Countrywide's and Connells' websites at <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/> and <https://www.connellsgroup.co.uk/microsite/> respectively by no later than 12:00 p.m. on the Business Day following the date of publication of this Document (subject to any applicable restrictions relating to persons resident in Restricted Jurisdictions):
- (A) this Document;
 - (B) the Forms of Proxy;
 - (C) the Virtual Meeting Guide;
 - (D) the memorandum and articles of association of each of Countrywide and Connells;
 - (E) a draft of the articles of association of Countrywide as proposed to be amended at the General Meeting;
 - (F) the Original Rule 2.7 Announcement and the Recommended Increased Cash Acquisition Announcement;

- (G) the financial information relating to Countrywide referred to in Part A of Part V (*Financial and Ratings Information*) of this Document;
- (H) the financial information relating to Connells referred to in Part C of Part V (*Financial and Ratings Information*) of this Document;
- (I) the written consents referred to in section 15 above;
- (J) the Confidentiality Agreement;
- (K) the Clean Team Agreement;
- (L) the Skipton Loan Agreement; and
- (M) copies of the irrevocable undertakings and the former letter of intent referred to in section 6 of this Part VIII.

18. Sources of information and bases of calculation

18.1 In this Document, unless otherwise stated, or the context otherwise requires, the following bases and sources have been used:

- (A) the value of £134.3 million attributed to the fully diluted issued and to be issued share capital of Countrywide is based on a value of 395 pence per Countrywide Share and:
 - (i) 32,826,068 Countrywide Shares in issue as at the Latest Practicable Date; *plus*
 - (ii) 1,238,929⁽¹⁾ Countrywide Shares which may be issued on or after 31 December 2020 to satisfy the exercise of options and vesting of awards outstanding under the Countrywide Share Plans, as provided by Countrywide to Connells pursuant to Note 3 to Rule 10 of the Takeover Code; *less*
 - (iii) 63,049 Countrywide Shares held in treasury, as provided by Countrywide to Connells pursuant to Note 3 to Rule 10 of the Takeover Code;
- (B) the enterprise value of £223.1 million is calculated by reference to a Countrywide equity value calculated as per section 18.1(A) above, and:
 - (i) net bank debt of £55.6 million as at 30 September 2020; *plus*
 - (ii) deferred VAT and PAYE/National Insurance contributions payable to HMRC of £34.6 million as at 30 September 2020; *less*
 - (iii) cash proceeds of £1.5 million resulting from the potential exercise of 484,132 in-the-money options outstanding under the Countrywide SAYE Plan at an exercise price of 300.5 pence as provided by Countrywide to Connells pursuant to Note 3 to Rule 10 of the Takeover Code;
- (C) unless otherwise stated, all percentages expressed to be of Countrywide's issued share capital or total issued share capital are of Countrywide's total issued share capital excluding shares held in treasury;
- (D) unless otherwise stated, all prices for Countrywide Shares have been derived from the Daily Official List and represent Closing Prices on the relevant date(s); and
- (E) volume weighted average prices trading volume data have been derived from Bloomberg and, in the case of volume weighted average prices, have been rounded to the nearest single decimal place.
 - (1) The total of 1,238,929 Countrywide Shares which may be issued to satisfy unexercised options and awards outstanding, given here for the purposes of calculating the value attributed to the fully diluted issued and to be issued share capital of Countrywide, does not include options over 75,155 Countrywide Shares, for which the relevant exercise price (1,221.5 pence) is significantly above the price per Scheme Share under the Acquisition and which are therefore considered extremely unlikely to be exercised in the near future. If these options are included, the total number of Countrywide Shares which may be issued to satisfy options or awards pursuant to the Countrywide Share Plans is 1,314,084.

PART IX

DEFINITIONS

“2018 Countrywide Annual Report”	the annual report and audited accounts of the Countrywide Group for the 12 months ended 31 December 2018;
“2019 Countrywide Annual Report”	the annual report and audited accounts of the Countrywide Group for the 12 months ended 31 December 2019;
“2020 Countrywide Interim Results”	the interim results of the Countrywide Group for the six months ended 30 June 2020;
“Acquisition”	the proposed acquisition by Connells of the entire issued and to be issued share capital of Countrywide not already owned by or on behalf of Connells Group to be effected by means of the Scheme (or by way of a Takeover Offer with the consent of the Panel) and, where the context admits, any subsequent revision, variation, extension or renewal of such offer, including any election or alternative available in connection with it;
“Additional Liquidity Facility”	the financing facility additionally made available under the Current Credit Facilities Agreement pursuant to the Current Credit Facilities ARA, which: (i) has a total principal amount of £20 million (£10 million of which would be available for drawdown only from 1 April 2021); (ii) is available for drawdown by the Company only if, and to the extent that, the Current Credit Facilities Forecasts show that that free cash will fall below £10 million; and (iii) matures in October 2022;
“Alchemy”	ASOF (Canada) LP;
“Alchemy Partners”	Alchemy Partners LLP and, as applicable in the context of the Alchemy Proposal, its associated and/or affiliated entities;
“Articles of Association”	the articles of association of Countrywide from time to time;
“ASOF IV”	Alchemy Special Opportunities Fund IV LP;
“associated undertaking”	shall be construed in accordance with paragraph 19 of Schedule 6 to The Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 (SI 2008/410) but for this purpose ignoring paragraph 19(1)(b) of Schedule 6 to those regulations;
“Authorisations”	in relation to a Third Party, regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals;
“Award”	any award or option under a Countrywide Share Plan;
“Barclays”	Barclays Bank PLC, acting through its Investment Bank;
“Blocking Law”	means: (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 the United Kingdom); or (ii) any similar blocking or anti-boycott law;
“Business Day”	a day, not being a public holiday in the UK, Saturday or Sunday, on which clearing banks in London are generally open for normal business;

“certificated” or “in certificated form”	a share or other security which is not in uncertificated form (that is, not in CREST);
“CGT”	UK capital gains tax;
“Closing Price”	the closing middle market price of a Countrywide Share as derived from the Daily Official List on any particular date;
“CMA”	the Competition and Markets Authority of the United Kingdom;
“Companies Act”	the Companies Act 2006, as amended from time to time;
“Conditions”	the conditions to the implementation of the Acquisition (including the Scheme) which are set out in Part III (<i>Conditions to the Implementation of the Scheme and to the Acquisition</i>) of this Document;
“Confidentiality Agreement”	the confidentiality agreement entered into between Countrywide and Connells, dated 3 March 2020;
“Connells”	Connells Limited, a company incorporated in England and Wales with registered number 03187394;
“Connells Board”	the Connells Directors acting together as the board of directors of Connells;
“Connells Directors”	the directors of Connells, whose names are set out in section 2.2 of Part VIII (<i>Additional Information on Countrywide and Connells</i>);
“Connells Group”	Connells and its subsidiary undertakings and where the context permits, each of them;
“Council Regulation”	Council Regulation (EC) 139/2004/EC;
“Countrywide” or “Company”	Countrywide PLC, a company incorporated in England and Wales with registered number 08340090;
“Countrywide Board”	the Countrywide Directors acting together as the board of directors of Countrywide;
“Countrywide Directors”	the directors of Countrywide, whose names are set out in section 2.1 of Part VIII (<i>Additional Information on Countrywide and Connells</i>);
“Countrywide Group”	Countrywide and its subsidiary undertakings and, where the context permits, each of them;
“Countrywide Non-Executive Directors”	the Countrywide Directors who act in a non-executive capacity, whose names are set out in section 2.1 of Part VIII (<i>Additional Information on Countrywide and Connells</i>), and “Countrywide Non-Executive Director” means any one of them;
“Countrywide Share(s)”	ordinary shares of 1 pence each in the capital of Countrywide;
“Countrywide Shareholders”	the holders of Countrywide Shares from time to time;
“Countrywide Share Plans”	the LTIP, the DSBP, the SAYE Plan and the SIP;
“Court”	the High Court of Justice in England and Wales;
“Court Meeting”	the meeting of Scheme Shareholders (and any adjournment thereof) convened pursuant to an order of the Court pursuant to section 896 of the Companies Act, notice of which is set out in Part X (<i>Notice of Court Meeting</i>) of this Document, for the

	purpose of considering and, if thought fit, approving (with or without modification) the Scheme, including any adjournment thereof;
“Court Order”	the order of the Court sanctioning the Scheme under section 899 of the Companies Act;
“Court Sanction”	the date on which the Scheme is sanctioned by the Court;
“COVID-19 Restrictions”	the measures implemented by the UK Government from time to time in order to address the ongoing COVID-19 pandemic, as described in the opening pages of this Document and which, at the time of publication of this Document, include a prohibition on large public gatherings save in certain limited circumstances, together with the associated uncertainty as to any additional and/or alternative measures that may be put in place by the UK Government;
“CREST”	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the relevant system (as defined in the CREST Regulations) of which Euroclear is the Operator (as defined in the CREST Regulations);
“CREST Manual”	the CREST Manual published by Euroclear, as amended from time to time;
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended;
“Cross Ocean Partners”	certain funds managed and/or advised by Cross Ocean Partners;
“Current Credit Facilities Agreement”	the Previous Credit Facility Agreement as amended and restated pursuant to the Current Credit Facilities ARA, further details of which are set out in section 9.1 of Part XIII (<i>Additional Information</i>);
“Current Credit Facilities ARA”	the amendment and restatement agreement entered into on 29 April 2020 in respect of the Previous Credit Facility Agreement;
“Current Credit Facilities Forecast”	the consolidated 13 week cashflow forecasts that the Company provides to the Current Credit Facilities lenders pursuant to the Current Credit Facilities Agreement;
“Current Credit Facilities”	the £145 million revolving credit facilities available to the Group as at the date of this document under the Current Credit Facilities Agreement, comprising: (i) a £125 million revolving credit facility which matures in September 2022; and (ii) the Additional Liquidity Facility;
“Daily Official List”	the daily official list of the London Stock Exchange;
“Dealing Disclosure”	has the same meaning as in Rule 8 of the Takeover Code;
“Deferred Covenant Testing Date”	the date on which the financial covenants contained in the Current Credit Facilities Agreement will next be tested if the Current Credit Facilities are not repaid and cancelled in full, being the earlier of: (i) 30 September 2021; and (ii) the date on which appropriate financial covenants are agreed in light of the Company’s ongoing performance following good faith

	discussions with the lenders under the Current Credit Facilities Agreement;
“Disclosed”	the information disclosed by, or on behalf of Countrywide, (i) in the 2018 Countrywide Annual Report; (ii) in the 2019 Countrywide Annual Report; (iii) in the Recommended Increased Cash Acquisition Announcement; (iv) in any other announcement to a Regulatory Information Service within the two years prior to the publication of the Recommended Increased Cash Acquisition Announcement; (v) in filings made with, and made publicly available online by, the Registrar of Companies within the last two years prior to the date of the Recommended Increased Cash Acquisition Announcement; or (vi) as otherwise fairly disclosed in writing (including in the virtual data room operated on behalf of Countrywide in November 2020) to Connells (or its respective officers, employees, agents or advisers) prior to the date of the Recommended Increased Cash Acquisition Announcement;
“Disclosure Guidance and Transparency Rules”	the disclosure guidance and transparency rules of the FCA made under section 73A of FSMA and forming part of the FCA’s Handbook of rules and guidance, as amended from time to time;
“Disclosure Period”	the period commencing on 9 November 2019 (being the date 12 months prior to the start of the Offer Period) and ending on the Latest Practicable Date;
“Document”	this Document dated 22 January 2021 addressed to Countrywide Shareholders containing the Scheme and an explanatory statement in compliance with section 897 of the Companies Act;
“DSBP”	the Countrywide Deferred Share Bonus Plan;
“Effective”	in the context of the Acquisition: <ul style="list-style-type: none"> (i) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms; or (ii) if the Acquisition is implemented by way of the Takeover Offer (with the Panel’s consent), the Takeover Offer having been declared or having become unconditional in all respects in accordance with the requirements of the Takeover Code;
“Effective Date”	the date on which the Acquisition becomes Effective;
“Enlarged Group”	the combined Countrywide Group and Connells Group following completion of the Acquisition;
“Euroclear”	Euroclear UK & Ireland Limited;
“Evercore”	Evercore Partners International LLP;
“Excluded Shares”	(i) any Countrywide Shares which are registered in the name of or beneficially owned by Connells or any of its subsidiary undertakings immediately prior to the Scheme Record Time; and <ul style="list-style-type: none"> (ii) any Countrywide Shares held in treasury;
“Executive Directors”	the executive directors of Countrywide as at the date of this Document and “Executive Director” means any one of them;

“Explanatory Statement”	the explanatory statement (in compliance with section 897 of the Companies Act) relating to the Scheme, as set out in this Document;
“FCA”	the Financial Conduct Authority of the United Kingdom or its successor from time to time;
“FCA Handbook”	the FCA’s Handbook of rules and guidance as amended from time to time;
“Form(s) of Proxy”	either or both (as the context demands) of the BLUE Form of Proxy in relation to the Court Meeting and/or the YELLOW Form of Proxy in relation to the General Meeting;
“FSMA”	the Financial Services and Markets Act 2000 (as it may have been, or may from time to time be, amended, modified, re-enacted or replaced);
“General Meeting”	the general meeting of Countrywide Shareholders, convened by the notice set out in Part XI (<i>Notice of General Meeting</i>) of this Document, including any adjournment thereof, for the purposes of considering and, if thought fit, approving the Special Resolution;
“HMRC”	Her Majesty’s Revenue and Customs or its successor from time to time;
“holder”	a registered holder and includes any person(s) entitled by transmission;
“Jefferies”	Jefferies International Limited;
“Joint Financial Advisers and Joint Corporate Brokers”	Jefferies and Barclays, and “Joint Financial Adviser and Joint Corporate Broker” means any one of them;
“Latest Practicable Date”	close of business on 20 January 2021, being the latest practicable date before publication of this Document;
“Liberum”	Liberum Capital Limited;
“LIBOR”	London Inter-bank Offered Rate;
“Link Group”	the trading name of Link Market Services (the Company’s registrar and receiving agent);
“Listing Rules”	the listing rules, made by the FCA under Part 6 FSMA, as amended from time to time;
“London Stock Exchange”	the London Stock Exchange plc or its successor;
“Long Stop Date”	30 June 2021, or such later date as may be agreed in writing between Connells and Countrywide (with the Panel’s consent and as the Court may approve (if such approval(s) are required));
“LTIP”	the Countrywide Long-Term Incentive Plan;
“Lumi”	Lumi AGM UK Limited;
“Market Abuse Regulation”	Regulation (EU) No. 596/2014 of the European Parliament and the Council of 16 April 2014 on market abuse;
“Meeting”	the Court Meeting and/or the General Meeting, as the case may be;

“Moody’s”	Moody’s Investor Service Ltd;
“Offer Period”	the offer period (as defined in the Takeover Code) relating to Countrywide, which commenced on 9 November 2020, and ending on the earlier of the date on which it is announced that the Scheme has become Effective and/or the date on which it is announced that the Scheme has lapsed or has been withdrawn (or such other date as the Takeover Code may provide or the Panel may decide);
“Official List”	the Official List maintained by the FCA;
“Opening Position Disclosure”	has the same meaning as in Rule 8 of the Takeover Code;
“Original 2.7 Announcement”	the announcement made by Connells on 7 December 2020 of its firm intention to make a cash offer for Countrywide;
“Original Alchemy Transaction”	the transactions contemplated in the Original Alchemy Transaction Prospectus;
“Original Alchemy Transaction Prospectus”	the combined circular and prospectus published by Countrywide on 30 October 2020;
“Overseas Shareholders”	Countrywide Shareholders (or nominees of, or custodians or trustees for Countrywide Shareholders) who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom;
“Panel”	the Panel on Takeovers and Mergers of the United Kingdom, or any successor to it;
“Phase 2 CMA Reference”	a reference of the Acquisition to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013;
“PRA”	the Prudential Regulation Authority or its successor from time to time;
“Previous Credit Facility Agreement”	the revolving credit facilities agreement originally dated 20 March 2013 (as amended and/or amended and restated from time to time) between, among others, Countrywide and HSBC Bank plc (as agent);
“Recommended Increased Cash Acquisition Announcement”	the joint announcement made by Connells and Countrywide in relation to the Acquisition on 31 December 2020;
“Registrar” or “Receiving Agent”	Link Group;
“Registrar of Companies”	the Registrar of Companies in England and Wales;
“Regulation”	Council Regulation (EC) 139/2004;
“Regulatory Information Service”	a regulated information service as defined in the FCA Handbook;
“Repurchase”	the repurchase by the Company of the Tendered Shares from Barclays in accordance with the Repurchase Agreement;
“Repurchase Agreement”	the repurchase agreement dated 22 October 2020 between the Company and Barclays and terminated by a deed of termination dated 22 January 2021;
“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 Acquisition is sent or made available to Countrywide Shareholders in that jurisdiction;

“SAYE Plan”	the Countrywide SAYE Plan (as amended);
“Sanction Hearing”	the hearing of the Court to sanction the Scheme;
“Scheme” or “Scheme of Arrangement”	the proposed scheme of arrangement under Part 26 of the Companies Act between Countrywide and holders of Scheme Shares, as set out in Part IV (<i>The Scheme of Arrangement</i>) of this Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Countrywide and Connells;
“Scheme Court Hearing”	the hearing at which the Court sanctions the Scheme under section 899 of the Companies Act and, if such hearing is adjourned, reference to commencement of any such hearing shall mean the commencement of the hearing as finally adjourned;
“Scheme Record Time”	6:00 p.m. on the Business Day immediately following the date on which the Court makes the Court Order;
“Scheme Shareholders”	holders of Scheme Shares;
“Scheme Shares”	all Countrywide Shares: <ul style="list-style-type: none"> (i) in issue at the date of this Document; (ii) (if any) issued after the date of this Document and prior to the Voting Record Time; and (iii) (if any) issued at or after the Voting Record Time and prior to the Scheme Record Time in respect of which the original or subsequent holder thereof shall be bound by the Scheme or shall by such time have agreed in writing to be bound by the Scheme, <p>in each case (where the context requires), remaining in issue at the Scheme Record Time but excluding any Excluded Shares at any relevant date or time;</p>
“SEC”	the US Securities and Exchange Commission;
“SIP”	the Countrywide Share Incentive Plan;
“Skipton”	Skipton Building Society, a member of the Building Societies Association and authorised by the PRA and regulated by the FCA and the PRA under registration number 153706;
“Skipton Group”	Skipton and its subsidiary undertakings and, where the context permits, each of them;
“Skipton Directors”	the directors of Skipton, whose names are set out in section 2.3 of Part VIII (<i>Additional Information on Countrywide and Connells</i>);
“Skipton Loan Agreement”	the loan agreement entered into between Connells as borrower and Skipton as lender (dated 7 December 2020 and as amended on 31 December 2020) which provides for an intercompany term loan facility in an aggregate principal amount of £253,000,000;
“Special Resolution”	the special resolution to be approved at the General Meeting in connection with, among other things, the approval of the Scheme and the alteration of the Articles of Association of Countrywide and such other matters as may be necessary to implement the Scheme and the delisting of Countrywide Shares;

“Subscription Agreement”	the agreement dated 22 October 2020 between the Company, Alchemy and ASOF IV, which was terminated by a deed of termination dated 9 December 2020;
“subsidiary”, “subsidiary undertaking” and “undertaking”	shall be construed in accordance with the Companies Act;
“Takeover Code”	The City Code on Takeovers and Mergers;
“Takeover Offer”	subject to the consent of the Panel, should the Acquisition 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 Connells to acquire the entire issued and to be issued share capital of Countrywide (other than any Countrywide Shares held by Countrywide in treasury or already owned by Connells or any of its subsidiary undertakings), and, where the context admits, any subsequent revision, variation, extension or renewal of such offer;
“Tender Offer”	the invitation (now lapsed) made by Barclays to certain Countrywide Shareholders to tender certain Countrywide Shares for sale to Barclays on the terms and subject to the conditions set out in the Original Alchemy Transaction Prospectus and also, in the case of certain Countrywide Shares held in certificated form, the tender form sent to Countrywide Shareholders on or around 30 October 2020;
“Tendered Shares”	the Countrywide Shares which would have been validly tendered pursuant to the Tender Offer;
“Term Loan Facility Agreement”	the £75 million senior secured term loan facility agreement entered into on 22 October 2020 between, among others, Countrywide, Cross Ocean Partners and Barclays as lenders and Global Loan Agency Services Limited (as agent);
“Term Loan Facility”	the £75 million senior secured term loan facility which would be available for drawdown by Countrywide under the Term Loan Facility Agreement following implementation of the Original Alchemy Transaction and which matures 48 months from the date on which the Term Loan Facility is utilised;
“Third Party”	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;
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland;
“uncertificated” or “in uncertificated form”	a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST;
“US Countrywide Shareholder”	a Countrywide Shareholder resident or located in the United States of America;
“US Exchange Act”	the US Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder;
“US Securities Act”	the US Securities Act of 1933, as amended and the rules and regulations promulgated thereunder;

“US” or “United States”	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia;
“Virtual Meeting Guide”	the guide prepared by Lumi explaining how Scheme Shareholders and Countrywide Shareholders can remotely access and participate in the Meetings via the Virtual Meeting Platform;
“Virtual Meeting Platform”	the Lumi virtual meeting platform;
“Voting Record Time”	6:00 p.m. on the day which is two Business Days prior to the date of the Court Meeting and the General Meeting or, if the Court Meeting and/or the General Meeting is adjourned, 6:00 p.m. on the day which is two Business Days before the date of such adjourned Meeting;
“Wider Connells Group”	Connells’ parent Skipton, the Connells Group and associated undertakings and any other body corporate, partnership, joint venture or person in which Skipton and such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting or equity capital or the equivalent; and
“Wider Countrywide Group”	Countrywide and associated undertakings and any other body corporate, partnership, joint venture or person in which Countrywide and such undertakings (aggregating their interests) have an interest of more than 20 per cent. of the voting or equity capital or the equivalent.

For the purposes of this Document:

- all references to “£”, “pence” and “p” are to the lawful currency of the United Kingdom; and
- all times referred to are London time unless otherwise stated.

PART X

NOTICE OF COURT MEETING

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)
INSOLVENCY AND COMPANIES COURT
JUDGE PRENTIS

CR-2021-000002

IN THE MATTER OF COUNTRYWIDE PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that, by an order dated 20 January 2021 made in the above matters, the Court has given permission for a meeting (the “**Court Meeting**”) to be convened of the holders of Scheme Shares as at the Voting Record Time (each as defined in the Scheme (defined below)) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement proposed to be made pursuant to Part 26 of the Companies Act 2006 (the “**Companies Act**”) between Countrywide PLC (the “**Company**”) and the holders of Scheme Shares (the “**Scheme**”) and that such meeting will be held at the offices of Slaughter and May, One Bunhill Row, London EC1Y 8YY, United Kingdom at 10:30 a.m. on 15 February 2021.

A copy of the Scheme and a copy of the explanatory statement required to be published pursuant to section 897 of the Companies Act are incorporated in the Document of which this notice forms part.

Unless the context requires otherwise, any capitalised term used but not defined in this notice shall have the meaning given to such term in the Document of which this notice forms part.

Voting on the resolution to approve the Scheme will be by poll, which shall be conducted as the Chair of the Court Meeting may determine.

COVID-19 Restrictions

At the time of publication of this notice, the UK Government has prohibited large public gatherings and non-essential travel, save in certain limited circumstances. In light of these measures, together with the uncertainty as to any additional and/or alternative measures that may be put in place by the UK Government, and in order to protect the health and safety of the Company’s shareholders and directors, Scheme Shareholders and other attendees will not be permitted to attend the Court Meeting in person, save for the Chair and anyone else nominated by the Chair of the Court Meeting in order to establish a quorum.

Scheme Shareholders are strongly encouraged to appoint “the Chair of the meeting” as their proxy. If any other person is appointed as proxy, he or she will not be permitted to attend the Court Meeting in person, but will be able to attend, submit written questions and/or any objections and vote at the Court Meeting remotely via a virtual meeting platform provided by Lumi AGM UK Limited (the “**Virtual Meeting Platform**”), further details of which are set out below. Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor@countrywide.co.uk. The Chair of the relevant Meeting will ensure that all such questions and/or any objections relating to the formal business of the Meeting are addressed during the Meeting, unless no response is required to be provided under the Companies Act or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the Court Meeting.

The COVID-19 situation is constantly evolving, and the UK Government may change current restrictions or implement further measures relating to the holding of shareholder meetings during the affected period. Any changes to the arrangements for the Court Meeting will be communicated to Scheme Shareholders before the Court Meeting, including through the Company’s website

<https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/> and by announcement through a Regulatory Information Service.

All references in this notice to “attend” and “vote” or “attending” and “voting” in the context of the Meetings are to remote attendance via the Virtual Meeting Platform and voting by proxy or remotely via the Virtual Meeting Platform respectively.

Instructions for accessing the Virtual Meeting Platform

Scheme Shareholders will be given the opportunity to remotely attend, submit written questions and/or objections and vote at the Court Meeting via the Virtual Meeting Platform.

Scheme Shareholders can access the Virtual Meeting Platform via a mobile web client, which is compatible with the latest browser versions of Chrome, Firefox, Internet Explorer 11 (Internet Explorer v. 10 and below are not supported), Edge and Safari and can be accessed using any web browser, on a PC or smartphone device. To remotely attend, submit written questions and/or vote using this method, please go to <https://web.lumiagm.com>.

Alternatively, Scheme Shareholders can access the Virtual Meeting Platform by downloading the latest version of the Lumi AGM application (the “**App**”) onto their smartphone device. The App is available in native application format (Android and iOS devices only) and can be downloaded from the Google Play Store™ Market or the Apple® App Store by searching by the application name “Lumi AGM”. If you have previously downloaded the App, please ensure you are using the latest version by checking the status in the Google Play Store™ Market or the Apple® App Store. Please be aware that the App does not support Android 4.4 (or below) or iOS 9 (or below).

Once you have accessed <https://web.lumiagm.com> from your web browser, or downloaded the App, you will be asked to enter the Lumi Meeting ID which is 154-612-724. You will then be prompted to enter your unique login and PIN number. Your unique login is your 11-digit Investor Code (“**IVC**”), including any zeros, and your PIN number is the last four digits of your IVC. Your IVC can be found printed on your Form of Proxy. If you are not in receipt of your IVC this can also be found on a share certificate or dividend tax voucher, or alternatively, if you are already registered on this website, you can sign in to www.countrywide-shares.co.uk to obtain your IVC. Access to the Meetings via the website or App will be available from 10:15 a.m. on 15 February 2021, as further detailed below. If you are unable to access your IVC and PIN, please call Link Group on 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Although access to the Meetings will be available from 10:15 a.m. on 15 February 2021, voting functionality will not be enabled until the Chair of the Court Meeting declares the poll open. Scheme Shareholders will be permitted to submit written questions (via the Virtual Meeting Platform) during the course of the Court Meeting and can use the same function to submit any written objections they may have to the Scheme. Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor@countrywide.co.uk. The Chair of the Court Meeting will ensure that all such questions and/or any objections relating to the formal business of the Court Meeting are addressed during the Court Meeting, unless no response is required to be provided under the Companies Act or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the Court Meeting.

During the Court Meeting, you must ensure you are connected to the internet at all times in order to submit written questions and/or any objections and vote when the Chair commences polling. Therefore, it is your responsibility to ensure connectivity for the duration of the Court Meeting via your wireless or other internet connection. The Virtual Meeting Guide contains further information on remotely accessing and participating in the Meetings via the Virtual Meeting Platform Lumi AGM App and <https://web.lumiagm.com> and is available on Countrywide’s website at <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/>.

If you wish to appoint a proxy (other than the Chair of the Meeting) and for the proxy to attend the virtual meeting on your behalf, please contact Link Group on telephone number 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

If your shares are held within a nominee and you wish to access the electronic meeting, you will need to contact your nominee immediately. Your nominee will need to have completed a letter of representation and presented this to Link Group, our Registrar, no later than 72 hours before the start of the relevant Meeting in order to obtain a unique Login Code and PIN number on your behalf, which you can then use to access the electronic meeting. If you are in any doubt about your shareholding, please contact Link Group on telephone number 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Right to Appoint a Proxy; Procedure for Appointment

Voting at the Court Meeting will be by poll. Scheme Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting as soon as possible, using any of the methods (by post, online or electronically through CREST) set out below. Scheme Shareholders are also strongly encouraged to appoint “the Chair of the meeting” as their proxy. If any other person is appointed as proxy, he or she will not be permitted to attend the Court Meeting in person, but will be able to attend, submit written questions and/or any objections and vote at the Court Meeting remotely via the Virtual Meeting Platform as described above.

The completion and return of the BLUE Form of Proxy by post (or transmission of a proxy appointment or voting instruction electronically, online, through CREST or by any other procedure described below) will not prevent you from remotely attending, submitting written questions and/or any objections and voting at the Court Meeting, in each case via the Virtual Meeting Platform, if you are entitled to and wish to do so.

(a) *Sending BLUE Form of Proxy by post*

A BLUE Form of Proxy, for use at the Court Meeting, has been provided with this notice. Instructions for its use are set out on the form. It is requested that the BLUE Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a duly certified copy thereof) be returned to the Company’s Registrar, Link Group by post to Link Group, The Registry, PXS 1, 34 Beckenham Road, Beckenham BR3 4ZF, so as to be received as soon as possible and ideally not later than 10:30 a.m. on 11 February 2021 (or, in the case of an adjournment of the Court Meeting, 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time appointed for the adjourned meeting).

If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:30 a.m. on 11 February 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any BLUE Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid.

(b) *Online appointment of proxies*

As an alternative to completing and returning the printed BLUE Form of Proxy, proxies may be appointed electronically by logging on to the following website: www.countrywide-shares.co.uk and following the instructions therein. For an electronic proxy appointment to be valid, the appointment must be received by Link not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the Court Meeting or any adjournment thereof. In the case of the Court Meeting only, if the electronic proxy appointment is not received by this time, the BLUE Form of Proxy may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the

Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid. Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

(c) ***Electronic appointment of proxies through CREST***

If you hold Countrywide Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Court Meeting (or any adjournment thereof) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Link Group (ID: RA10) not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the Court Meeting or any adjournment thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Link Group is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. If the CREST proxy appointment or instruction is not received by this time, the BLUE Form of Proxy may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:30 a.m. on 11 February 2021 may be discounted as invalid.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. For further information on the logistics of submitting messages in CREST, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Countrywide may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

Voting Record Time

Entitlement to attend (remotely, via the Virtual Meeting Platform) and vote (remotely, via the Virtual Meeting Platform, or by proxy) at the Court Meeting or any adjournment thereof and the number of votes which may be cast at the Court Meeting will be determined by reference to the register of members of the Company at 6:00 p.m. on 11 February 2021 or, if the Court Meeting is adjourned, 6:00 p.m. on the date which is two Business Days before the date fixed for the adjourned meeting. Changes to the register of members after the relevant time shall be disregarded in determining the rights of any person to attend (remotely, via the Virtual Meeting Platform) and vote (remotely, via the Virtual Meeting Platform, or by proxy) at the Court Meeting.

Joint Holders

In the case of joint holders of Scheme Shares, the vote of the senior who tenders a vote, whether remotely or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holder(s). For this

purpose, seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

Corporate Representatives

As an alternative to appointing a proxy, any holder of Scheme Shares which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all its powers as a member, provided that if two or more corporate representatives purport to vote in respect of the same shares, if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way, and in other cases the power is treated as not exercised.

By the said order, the Court has appointed David Watson or, failing him, Philip Bowcock, or failing him, any other Countrywide Director to act as Chair of the Court Meeting and has directed the Chair to report the result thereof to the Court.

The Scheme of Arrangement will be subject to the subsequent sanction of the Court.

Dated 22 January 2021
Slaughter and May
One Bunhill Row
London EC1Y 8YY
Solicitors for the Company

Nominated Persons

Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act to enjoy information rights (a "**Nominated Person**") does not, in that capacity, have a right to appoint a proxy, such right only being exercisable by shareholders of the Company. However, Nominated Persons may, under an agreement between him/her and the shareholder by whom he/she was nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the Court Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the shareholder as to the exercise of voting rights.

PART XI

NOTICE OF GENERAL MEETING

Countrywide PLC

Notice is hereby given that a general meeting of Countrywide PLC (the “**Company**”) will be held at the offices of Slaughter and May, One Bunhill Row, London EC1Y 8YY, United Kingdom, on 15 February 2021 at 10:45 a.m. (or as soon thereafter as the Court Meeting (as defined in Part IX (*Definitions*) of the Document of which this notice forms part) concludes or is adjourned) for the purpose of considering and, if thought fit, passing the following resolution, which will be proposed as a special resolution.

Unless the context requires otherwise, any capitalised term used but not defined in this notice shall have the meaning given to such term in the Document of which this notice forms part.

SPECIAL RESOLUTION

THAT:

- (A) for the purpose of giving effect to the scheme of arrangement dated 22 January 2021 (as amended or supplemented) (the “**Scheme**”) between the Company and the holders of Scheme Shares (as defined in the Scheme), a copy of which has been produced to this meeting and for the purposes of identification signed by the chair of this meeting, in its original form or with or subject to any modification, addition, or condition agreed by the Company and Connells Limited and approved or imposed by the High Court of Justice of England and Wales, the directors of the Company (or a duly authorised committee thereof) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and
- (B) with effect from the passing of this resolution, the articles of association of the Company be and are hereby amended by the adoption and inclusion of the following new Article 136:

“136. Scheme of Arrangement

- (A) In this article 136, references to the “**Scheme**” are to the Scheme of Arrangement under Part 26 of the Companies Act 2006 between the Company and the holders of Scheme Shares (as defined in the Scheme) dated 22 January 2021 (with or subject to any modification, addition or condition approved or imposed by the Court and agreed by the Company, Connells Limited (“**Connells**”)) and (save as defined in this article) terms defined in the Scheme shall have the same meanings in this article.
- (B) Notwithstanding any other provisions in these articles, if the Company issues any Countrywide Shares (other than to Connells, any subsidiary of Connells, any parent undertaking of Connells or any subsidiary of such parent undertaking, or any nominee of Connells (each a “**Connells Company**”)) on or after the date of the adoption of this article 136 and prior to the Scheme Record Time such Countrywide Shares shall be issued subject to the terms of the Scheme and the holder or holders of such Countrywide Shares shall be bound by the Scheme accordingly.
- (C) Notwithstanding any other provision of these articles, subject to the Scheme becoming Effective, any shares issued, or transferred pursuant to article 136(D) below, having been issued to any person (other than a Connells Company) at or after the Scheme Record Time (a “**New Member**”) (each a “**Post-Scheme Share**”) shall be issued on terms that they shall (on the Effective Date (as defined in the Scheme) or, if later, on issue (but subject to the terms of articles 136(D) and 136(E) below)), be immediately transferred to Connells (or such person as it may direct) (the “**Purchaser**”), who shall be obliged to acquire each Post-Scheme Share in consideration of and conditional upon the payment by or on behalf of Connells to the New Member of an amount in cash for each Post-Scheme Share equal to the consideration to which a New Member would have been entitled had such Post-Scheme Share been a Scheme Share.
- (D) Any person who is beneficially entitled to shares issued to a New Member (other than, for the avoidance of doubt, a person who becomes beneficially entitled to shares by virtue of a transfer pursuant to this article 136(D)) may, prior to the issue of Post-Scheme Shares to the New Member pursuant to the exercise of an option or satisfaction of an award under one of the Countrywide Share Plans (as defined in the Scheme), give not less than two Business

Days' written notice to the Company in such manner as the board shall prescribe of his or her intention to transfer some or all of such Post-Scheme Shares to his or her spouse or civil partner and may, if such notice has been validly given, on or before such Post-Scheme Shares being issued to him or her, immediately transfer to his or her spouse or civil partner beneficial ownership of any such Post-Scheme Shares, provided that such Post-Scheme Shares (including both legal and beneficial ownership thereof) will then be immediately transferred to the Purchaser pursuant to article 136(C) above. If notice has been validly given pursuant to this article 136(D) but the beneficial owner does not immediately transfer to his or her spouse or civil partner, both the legal and beneficial ownership of the Post-Scheme Shares in respect of which notice was given will be transferred to the Purchaser and/or its nominee(s) pursuant to article 136(C) above. If notice is not given pursuant to this article 136(D), both the legal and beneficial ownership of the Post-Scheme Shares will be immediately transferred to the Purchaser pursuant to article 136(C) above.

- (E) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date (as defined in the Scheme), the value of the consideration per Post-Scheme Share to be paid under article 136(C) shall be adjusted by the Company in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this article to such shares shall, following such adjustment, be construed accordingly.
- (F) To give effect to any transfer of Post-Scheme Shares required pursuant to article 136(C) and/or 136(D), the Company may appoint any person as attorney and/or agent for the New Member to transfer the Post-Scheme Shares to the Purchaser and/or its nominees and do all such other things and execute and deliver all such documents or deeds as may in the opinion of such attorney or agent be necessary or desirable to vest the Post-Scheme Shares in the Purchaser and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that the attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the consideration for the Post-Scheme Shares and may register the Purchaser as holder thereof and issue to it certificate(s) for the same. The Company shall not be obliged to issue a certificate to the New Member for the Post-Scheme Shares. The Purchaser shall settle the consideration due to the New Member pursuant to article 136(C) above by sending a cheque drawn on a UK clearing bank in favour of the New Member (or any subsequent holder) for the purchase price of such Post-Scheme Shares as soon as practicable and in any event no later than 14 days after the date on which the Post-Scheme Shares are issued to the New Member.
- (G) If the Scheme shall not have become Effective by the applicable date referred to in (or otherwise set in accordance with) clause 6(B) of the Scheme, this article 136 shall cease to be of any effect.
- (H) Notwithstanding any other provision of these articles, both the Company and the board shall refuse to register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date other than to the Purchaser and/or its nominee(s) pursuant to the Scheme."

22 January 2021

By Order of the Board

Gareth Williams
General Counsel and Company Secretary

Registered Office:
Greenwood House 1st Floor
91-99 New London Road
Chelmsford Essex
United Kingdom
CM2 0PP

Countrywide PLC

Registered in England and Wales No. 08340090

Notes:

The following notes explain your general rights as a shareholder and your right to attend and vote at the General Meeting or to appoint someone else to vote on your behalf.

1. COVID-19 Restrictions

The Countrywide Board notes the measures issued by the UK Government in view of the ongoing COVID-19 pandemic. At the time of publication of this notice, the UK Government has prohibited large public gatherings, save in certain limited circumstances. In light of these measures, together with the uncertainty as to any additional and/or alternative measures that may be put in place by the UK Government, and in order to protect the health and safety of the Company's shareholders and directors, we hope that shareholders will understand that Countrywide Shareholders and other attendees will not be permitted to attend the General Meeting in person, save for the Chair and anyone else nominated by the Chair of the General Meeting in order to establish a quorum.

Countrywide Shareholders are strongly encouraged to appoint "the Chair of the meeting" as their proxy. If any other person is appointed as proxy, he or she will not be permitted to attend the General Meeting in person, but will be able to attend, submit written questions and vote at the General Meeting remotely via a virtual meeting platform provided by Lumi AGM UK Limited (the "**Virtual Meeting Platform**"), further details of which are set out below. Countrywide Shareholders may also submit questions to be considered at the General Meeting at any time up to 48 hours before the General Meeting by emailing investor@countrywide.co.uk.

The COVID-19 situation is constantly evolving, and the UK Government may change current restrictions or implement further measures relating to the holding of shareholder meetings during the affected period. Any changes to the arrangements for the General Meeting will be communicated to Countrywide Shareholders before the General Meeting, including through our website <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/> and by announcement through a Regulatory Information Service.

All references in this notice to "attend" and "vote" or "attending" and "voting" in the context of the Meetings are to remote attendance via the Virtual Meeting Platform and voting by proxy or remotely via the Virtual Meeting Platform respectively.

2. Instructions for accessing the Virtual Meeting Platform

Countrywide Shareholders will be given the opportunity to remotely attend, submit written questions and vote at the General Meeting via the Virtual Meeting Platform.

Countrywide Shareholders can access the Virtual Meeting Platform via a mobile web client, which is compatible with the latest browser versions of Chrome, Firefox, Internet Explorer 11 (Internet Explorer v. 10 and below are not supported), Edge and Safari and can be accessed using any web browser, on a PC or smartphone device. To remotely attend, submit written questions and/or vote using this method, please go to <https://web.lumiagm.com>.

Alternatively, Countrywide Shareholders can access the Virtual Meeting Platform by downloading the latest version of the Lumi AGM application (the "**App**") onto their smartphone device. The App is available in native application format (Android and iOS devices only) and can be downloaded from the Google Play Store™ Market or the Apple® App Store by searching by the application name "Lumi AGM". If you have previously downloaded the App, please ensure you are using the latest version by checking the status in the Google Play Store™ Market or the Apple® App Store. Please be aware that the App does not support Android 4.4 (or below) or iOS 9 (or below).

Once you have accessed <https://web.lumiagm.com> from your web browser, or downloaded the App, you will be asked to enter the Lumi Meeting ID which is 154-612-724. You will then be prompted to enter your unique login and PIN number. Your unique login is your 11-digit Investor Code ("**IVC**"), including any zeros, and your PIN number is the last four digits of your IVC. Your IVC can be found printed on your Form of Proxy. If you are not in receipt of your IVC this can also be found on a share certificate or dividend tax voucher, or alternatively, if you are already registered on this website, you can sign in to www.countrywide-shares.co.uk to obtain your IVC. Access to the Meetings via the website or App will be available from 10:15 a.m. on 15 February 2021, as further detailed below. If you are unable to access your IVC and PIN, please call Link Group on 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Although access to the General Meeting will be available from 10:15 a.m. on 15 February 2021, voting functionality will not be enabled until the Chair of the General Meeting declares the poll open. Countrywide Shareholders will be permitted to submit written questions (via the Virtual Meeting Platform) during the course of the General Meeting. Countrywide Shareholders may also submit questions to be considered at the General Meeting at any time up to 48 hours before the General Meeting by emailing investor@countrywide.co.uk. The Chair of the General Meeting will ensure that all such questions relating to the formal business of the General Meeting are addressed during the General Meeting, unless no response is required to be provided under the Companies Act or the provision of a response would, at the Chair's discretion, otherwise be undesirable in the interests of the Company or the good order of the General Meeting.

During the General Meeting, you must ensure you are connected to the internet at all times in order to submit written questions and vote when the Chair commences polling. Therefore, it is your responsibility to ensure connectivity for the duration of the General Meeting via your wireless or other internet connection. The Virtual Meeting Guide contains further information on remotely accessing and participating in the Meetings via the Virtual Meeting Platform Lumi AGM App and <https://web.lumiagm.com> and is available on Countrywide's website at <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/>.

If you wish to appoint a proxy (other than the Chair of the Meeting) and for the proxy to attend the virtual meeting on your behalf, please contact Link Group on telephone number 0371 277 1020. Calls are charged at the standard geographic rate and will vary

by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

If your shares are held within a nominee and you wish to access the electronic meeting, you will need to contact your nominee immediately. Your nominee will need to have completed a letter of representation and presented this to Link Group, our Registrar, no later than 72 hours before the start of the relevant Meeting in order to obtain a unique Login Code and PIN number on your behalf, which you can then use to access the electronic meeting. If you are in any doubt about your shareholding, please contact Link Group on telephone number 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

3. Entitlement to attend and vote

Pursuant to Regulation 41(1) of the Uncertificated Securities Regulations 2001 (as amended), the Company has specified that only those members registered on the register of members of the Company at 6:00 p.m. on 11 February 2021 (the “**Voting Record Time**”) (or, if the meeting is adjourned to a time more than 48 hours after the Voting Record Time, by close of business on the day which is two days prior to the time of the adjourned meeting) shall be entitled to attend (remotely, via the Virtual Meeting Platform) and vote (remotely, via the Virtual Meeting Platform, or by proxy) at the General Meeting in respect of the number of shares registered in their name at that time. If the meeting is adjourned to a time not more than 48 hours after the Voting Record Time, that time will also apply for the purpose of determining the entitlement of members to attend and vote (and for the purposes of determining the number of votes they may cast) at the adjourned meeting. Changes to the register of members after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote at the meeting.

4. Appointment of proxies

Countrywide Shareholders are strongly encouraged to submit proxy appointments and instructions for the General Meeting as soon as possible, using any of the methods (by post, online, or electronically through CREST) set out below. Countrywide Shareholders are also strongly encouraged to appoint “the Chair of the meeting” as their proxy. If any other person is appointed as proxy, he or she will not be permitted to attend the General Meeting in person, but will be able to attend, submit written questions and vote at the General Meeting remotely via the Virtual Meeting Platform as described above. Countrywide Shareholders may also submit questions to be considered at the General Meeting at any time up to 48 hours before the General Meeting by emailing investor@countrywide.co.uk.

A member entitled to attend and vote at the meeting may appoint one or more proxies to exercise all or any of the member's rights to attend, submit written questions and, on a poll, to vote (in each case, remotely, via the Virtual Meeting Platform), instead of him or her. A proxy need not be a member of the Company but must remotely attend the meeting for the member's vote to be counted. If a member appoints more than one proxy to attend the meeting, each proxy must be appointed to exercise the rights attached to a different share or shares held by the member. If a member wishes to appoint more than one proxy they should contact Link Group for further YELLOW forms of proxy or photocopy the YELLOW Form of Proxy as required.

The completion and return of the YELLOW Form of Proxy by post (or transmission of a proxy appointment or voting instruction electronically, online, through CREST or by any other procedure described below) will not prevent you from remotely attending, submitting written questions and voting at the General Meeting, in each case via the Virtual Meeting Platform, if you are entitled to and wish to do so.

(a) Sending YELLOW Form of Proxy by post

A YELLOW Form of Proxy, for use at the General Meeting, has been provided with this notice. Instructions for its use are set out on the form. It is requested that the YELLOW Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a duly certified copy thereof) be returned to the Company's Registrar, Link Group by post to Link Group, The Registry, PXS 1, 34 Beckenham Road, Beckenham BR3 4ZF, so as to be received as soon as possible and in any event not later than 10:45 a.m. on 11 February 2021 (or, in the case of an adjournment of the General Meeting, 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time appointed for the adjourned meeting).

If the YELLOW Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid.

(b) Online appointment of proxies

As an alternative to completing and returning the printed YELLOW Form of Proxy, proxies may be appointed electronically by logging on to the following website: www.countrywide-shares.co.uk and following the instructions therein. For an electronic proxy appointment to be valid, the appointment must be received by Link Group not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the General Meeting or any adjournment thereof. Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

(c) Electronic appointment of proxies through CREST

If you hold Countrywide Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the General Meeting (or any adjournment thereof) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy)

must, in order to be valid, be transmitted so as to be received by Link Group (ID: RA10) not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the General Meeting or any adjournment thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Link Group are able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. For further information on the logistics of submitting messages in CREST, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Countrywide may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

5. Appointment of a proxy by joint holders

In the case of joint holders, where more than one of the joint holders purports to appoint one or more proxies, only the purported appointment submitted by the most senior holder will be accepted. Seniority shall be determined by the order in which the names of the joint holders stand in the Company's register of members in respect of the joint holding.

6. Corporate representatives

Any corporation which is a shareholder can appoint one or more corporate representatives who may exercise on its behalf all of its powers, provided that if two or more representatives purport to vote in respect of the same shares: if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way; and in other cases, the power is treated as not exercised.

7. Votes to be taken by a poll and results

At the General Meeting voting on the special resolution will be by poll. The results of the polls will be announced through a Regulatory Information Service and published on the Company's website as soon as reasonably practicable following the conclusion of the General Meeting.

The 'Withheld' option on the YELLOW Form of Proxy is provided to enable Countrywide Shareholders to abstain from voting on the Special Resolution. However, a vote withheld is not a vote in law and will not be counted in the calculation of proportion of votes 'For' and 'Against' the Special Resolution.

8. Nominated persons

Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act to enjoy information rights (a "Nominated Person") may, under an agreement between him/her and the shareholder by whom he/she was nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the shareholder as to the exercise of voting rights.

The statement of the rights of shareholders in relation to the appointment of proxies in paragraph 4 above does not apply to Nominated Persons. The rights described in that paragraph can only be exercised by shareholders of the Company.

9. Website providing information regarding the General Meeting

Information regarding the General Meeting, including information required by section 311A of the Companies Act, and a copy of this Notice may be found on our website at: <https://www.countrywide.co.uk/corporate/investor-relations/investing-in-countrywide/disclaimer-offer-by-connells-limited/>.

10. Issued share capital and total voting rights

As at 20 January 2021 (being the latest practicable date prior to the publication of this notice) the Company's issued share capital consisted of 32,763,019 ordinary shares of 1 pence each, carrying one vote each (excluding 63,049 shares held in treasury). Therefore, the total voting rights in the Company as at 20 January 2021 were 32,763,019 votes.

11. Further questions and communication

Under section 319(a) of the Companies Act, any shareholder attending the General Meeting has the right to ask questions. As set out in paragraph 1 above, Countrywide Shareholders will be permitted to submit written questions (via the Virtual Meeting Platform) during the course of the General Meeting. Countrywide Shareholders may also submit questions to be considered at the General Meeting at any time up to 48 hours before the General Meeting by emailing investor@countrywide.co.uk. The Chair of the General Meeting will ensure that all such questions relating to the formal business of the General Meeting are addressed during the General Meeting, unless, at the Chair's discretion, (a) no response is required to be provided under the Companies Act, or (b) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information, or (c) the provision of a response would otherwise be undesirable in the interests of the Company or the good order of the General Meeting.

Countrywide Shareholders who have any queries about the General Meeting should contact the Shareholder Helpline operated by Link Group, the Company's Registrar, on 0371 664 0321. For questions regarding the Virtual Meeting Platform, please call Link Group on 0371 277 1020. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helplines are open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Countrywide Shareholders may not use any electronic address or fax number provided in this Notice or in any related documents to communicate with the Company for any purpose other than those expressly stated. Any electronic communications, including the lodgement of any electronic proxy form, received by the Company, or its agents, that is found to contain any virus will not be accepted.

