

GENERAL MEETING CIRCULAR

This document is important and requires your immediate attention.

If you are in any doubt as to the action you should take, you should immediately consult a stockbroker or other registered dealer in securities, a bank manager, solicitor, professional accountant or other independent adviser authorised pursuant to the Financial Services and Markets Act 2000.

If you have sold or otherwise transferred all of your ordinary shares in Persimmon Plc, you should immediately forward this document and the accompanying Proxy Form to the purchaser or transferee, or to the bank or stockbroker or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee.

Directors:

Nicholas Wrigley (Chairman)**Mike Farley** (Group Chief Executive)**Mike Killoran** (Group Finance Director)**Jeff Fairburn** (Group Managing Director)**Neil Davidson** (Non-Executive Director)**Richard Pennycook** (Non-Executive Director)**Jonathan Davie** (Non-Executive Director)**Mark Preston** (Non-Executive Director)

Registered Office

Persimmon House

Fulford

York YO19 4FE

24 September 2012

To the holders of Ordinary Shares

Dear Shareholder

General Meeting 17 October 2012

You will find enclosed with this letter a notice convening a General Meeting of the Company ('Meeting Notice') to be held at 11.00am on Wednesday 17 October 2012 at Persimmon House, Fulford, York YO19 4FE. The meeting is being held to approve the introduction of a new long term incentive plan.

Proposed new Long Term Incentive Plan

On 28 February 2012 we announced a significant change to our business strategy whereby we proposed to create significant shareholder value by way of a Capital Return Plan amounting to £6.20 per share in dividends by 31 December 2021.

The Remuneration Committee (the "Committee") has recently undertaken a review of the Company's existing long term incentive arrangements for executive directors and senior management and concluded that a new long term incentive plan should be introduced so as to provide a closer link between reward to executive directors and senior management for the successful implementation of our strategy. While undertaking the review, the Committee consulted with the Company's major shareholders.

The proposed Persimmon Plc 2012 Long Term Incentive Plan (the "Plan") would allow the Committee to grant options over up to 10% of the Company's issued share capital to around 140 senior management, including the executive directors.

The intention would be to operate the Plan and grant 10 year options subject to a performance condition of returning £6.20 to shareholders over the 9½ year capital return plan period.

A summary of the principal terms of the Plan is set out on pages 2 – 6 of this document.

Recommendation and action to be taken

Shareholders are encouraged to attend the General Meeting and vote on the resolution in person. If you are unable to attend the meeting, you are urged to complete a Proxy Form and return it to the Company's registrars, Computershare Investor Services PLC, either by post to The Pavilions, Bridgwater Road, Bristol BS99 6ZY or by the internet at www.investorcentre.co.uk/eproxy. Your completed proxy form must be lodged with the registrars by 11.00am on 15 October 2012. The return of a Proxy Form will not prevent a shareholder from attending the General Meeting and voting in person if he is entitled to do so and so wishes.

The Directors consider that the above proposal is in the best interests of the Company and its shareholders as a whole. The Directors recommend shareholders vote in favour of the resolution set out in the Notice.

As at 14 September 2012 the issued share capital of the Company was 302,730,641 ordinary shares. The total number of voting rights in the Company is 302,730,641.

Yours faithfully

Nicholas Wrigley
Chairman

**APPENDIX TO NOTICE OF MEETING
SUMMARY OF THE PRINCIPAL TERMS OF
THE PERSIMMON PLC 2012 LONG TERM INCENTIVE PLAN (THE “PLAN”)**

1. Operation

The remuneration committee of the board of directors of the Company (the “Committee”) will supervise the operation of the Plan.

2. Eligibility

Any employee (including an executive director) of the Company and its subsidiaries will be eligible to participate in the Plan at the discretion of the Committee.

3. Grant of options

3.1 The Committee currently intends to grant options to acquire ordinary shares in the Company (“Shares”) to approximately 140 senior executives (including the executive directors) within six weeks of shareholder approval of the Plan (known as the “first tranche of options”). Thereafter, the Committee may grant options at any other time when, in the reasonable opinion of the Committee, the circumstances are sufficiently exceptional to justify the grant of options, for example (but not limited to) following the recruitment or promotion of an eligible employee.

3.2 The Committee may also grant stock appreciation rights (“SARs”) under the Plan. On the exercise of a SAR, Shares equal in value to the gain made on the exercise of the SAR shall be delivered to a participant. The rules of the Plan applying to options and SARs are in all material respects the same and references in this summary to an option should also be construed as meaning a SAR.

3.3 No payment is required for the grant of an option. Options are not transferable, except on death. Options are not pensionable.

4. Plan limit and dilution

4.1 Options over no more than 30.2 million Shares in aggregate may be granted under the Plan.

4.2 Any option (or part of an option) that lapses as a result of a participant ceasing to be an officer or employee within the Company’s group for any reason shall cease to count towards the 30.2 million Shares Plan limit and can be re-granted in full or in part at the Committee’s discretion. Options that lapse as a result of the performance conditions not being achieved (excluding options that lapse upon a participant ceasing employment) will continue to count towards the 30.2 million Shares Plan limit and cannot be re-granted.

4.3 The Plan may operate over new issue Shares, treasury Shares or Shares purchased in the market, all of which will count towards the overall 30.2 million Shares Plan limit.

4.4 In addition to the 30.2 million Shares Plan limit described above, in any ten calendar year period the Company may not issue (or grant rights to issue) more than 10 per cent. of the issued ordinary share capital of the Company under the Plan and any other employee share plan adopted by the Company. Shares that have been purchased and which are held by the Company in treasury shall count as new issue Shares for the purposes of these limits unless institutional investors decide that they need not count.

4.5 For the purposes of hedging and satisfying options under the Plan the Company may at any time issue and allot Shares to the trustees of any employees’ trust established by the Company or a group member provided that any new Shares so issued and allotted shall (i) count towards the 10 per cent. in ten calendar year dilution limit, and (ii) be subscribed for at a price per Share not less than the nominal value of a Share prevailing at that time.

5. Individual limits

5.1 The number of Shares over which options may be granted to an eligible employee under the Plan shall be determined by the Committee, subject to paragraph 5.2 below.

5.2 The maximum aggregate number of Shares over which options may be granted under the Plan to an executive director of the Company or an employee who, in the opinion of the Committee, holds an equivalent position as an executive director is set out in the table as follows:-

Position (or equivalent executive position)	Maximum aggregate number of Shares over which options may be granted to an individual under the Plan
Chief Executive	4,832,000
Finance Director	3,382,400
Group Managing Director	2,416,000

5.3 The maximum aggregate individual grant levels under the Plan will be progressively lower for less senior executives within the Plan population.

6. Exercise price

6.1 Options will be granted at an option exercise price initially equal to:

- (a) £6.20 per Share, in respect only of the first tranche of options granted shortly after shareholder approval of the Plan; and
- (b) £6.20 or if higher the market value of a Share immediately prior to grant, in respect of all options granted after the first tranche of options.

6.2 The option exercise price will automatically reduce by an amount equal to the gross aggregate value of dividends paid by the Company (in cash and/or shares) on a Share during the period starting on the day immediately following the date of grant of an option and ending on the earliest of:

- (a) 31 December 2021;
- (b) the date of exercise of an option;
- (c) if a participant ceases to be a director or employee within the Company's group as a "good leaver" the later of the date of cessation or 31 December 2015 (see paragraph 9.2 below);
- (d) the Measurement Date on which an option vests and becomes exercisable as a result of the Cumulative Dividend Target for that Measurement Date as set out in the table in paragraph 7.2 below not being achieved (excluding the 31 December 2015 Measurement Date); and
- (e) in the case where an option becomes exercisable upon the occurrence of a takeover, winding up or other corporate event (a "corporate event") (see paragraph 10 below), the day before the date of the relevant corporate event.

6.3 The option exercise price will not be reduced to a price less than zero and any reduction may be overridden and adjusted by the Committee if the Committee determines that, in its opinion, acting fairly and reasonably, the dividends were not financed out of retained earnings or the Company did not have an ungeared balance sheet at the relevant Measurement Date, provided that gearing may be approved by the Committee for corporate acquisitions, land acquisitions and normal working capital within the Company's banking credit facilities.

7. Performance conditions

7.1 All options granted under the Plan will be subject to a performance condition based on the cumulative aggregate value of gross dividends (the "Cumulative Dividends") paid by the Company (in cash and/or shares) (excluding the final 2011 dividend) by five specific measurement dates (the "Measurement Dates") over the period starting on 1 January 2012 and ending on 31 December 2021 (the "Dividend Payment Period"). Options will also be subject to an underpin (see paragraph 7.4 below).

7.2 For an option (or portion of an option) to vest, the following Cumulative Dividends targets must normally be achieved by the Measurement Dates, as set out in the table below (subject to satisfaction of the underpin):

Cumulative Dividends paid by the Company during the Dividend Payment Period by the Measurement Dates set out opposite (the "Cumulative Dividend Targets")	Measurement Dates
£1.70 per Share or more	by 31 December 2015
£2.80 per Share or more	by 31 December 2017
£3.90 per Share or more	by 31 December 2019
£5.05 per Share or more	by 31 December 2020
£6.20 per Share or more	by 31 December 2021

7.3 Subject to the satisfaction of the underpin, the aggregate number of Shares held under an option that will vest by each of the Measurement Dates set out above will normally be determined by reference to the fraction $x/\pounds 6.20$, where x is the value of the Cumulative Dividends paid by the date of the relevant Measurement Date, provided that x may not exceed $\pounds 6.20$ (the vesting of an option held by a participant who ceases to be a director or employee as a “good leaver” or upon the occurrence of a corporate event is summarised in paragraphs 9 and 10 below).

7.4 In considering the extent to which the performance conditions have been satisfied, no options shall vest and become exercisable unless, in the opinion of the Committee, acting fairly and reasonably, the dividends paid by the Company during the Dividend Payment Period were financed out of retained earnings and the Company has an ungeared balance sheet at the relevant Measurement Date except to take account of events and/or circumstances which the Committee fairly and reasonably determines are appropriate, for example (but not limited to), any financing provided in relation to a corporate or land acquisition by the Company or a member of its group or required for normal working capital within the Company’s banking credit facilities (the “Underpin”). If the Underpin is not satisfied the Committee may determine the extent to which, in its fair and reasonable opinion, the Cumulative Dividend targets would have been achieved had dividends only been financed out of retained earnings and the Company had an ungeared balance sheet. The Committee shall then determine the number of Shares over which options may vest and the reduced Option Price (if any) at which the options may be exercised.

7.5 If the Cumulative Dividend Target of $\pounds 1.70$ is not met by 31 December 2015 the performance condition will not have been satisfied and the Plan will expire on 31 December 2015 and all options will lapse in full on that date.

7.6 In the event that the Cumulative Dividend Targets for 31 December 2015 are met, but the Cumulative Dividend Targets for 31 December 2017 are not met, the Dividend Payment Period will end on 31 December 2017 and a proportion of the total number of Shares held under option will vest and become exercisable on that date, subject to the satisfaction of the Underpin. The proportion of an Option vesting in these circumstances shall be equal to the Cumulative Dividends paid up to 31 December 2017 relative to $\pounds 6.20$ and at an option exercise price per Share which shall be reduced by an amount as described in paragraph 6.2 above. In the event that the 31 December 2015 and the 31 December 2017 Cumulative Dividend Targets are met, but the 31 December 2019 Cumulative Dividend Target is not met, the Dividend Payment Period will end on 31 December 2019 and the proportion of an option vesting on that date and the reduced option exercise price shall be calculated on a similar basis as that described above (and so forth at each subsequent Measurement Date). Any part of an option that does not vest will lapse.

7.7 Options will vest in full as soon as the Cumulative Dividends paid by the Company equal or exceed $\pounds 6.20$ per Share, subject to the satisfaction of the Cumulative Dividend targets by each of the Measurement Dates up to that date.

7.8 The Committee cannot grant options under the Plan that are subject to different Cumulative Dividend Targets and/or different Measurement Dates from those set out in the table in paragraph 7.2 above without first seeking the approval of the Company’s shareholders by way of an ordinary resolution in general meeting, unless the new Cumulative Dividend Targets and Measurement Dates are in the fair and reasonable opinion of the Committee no less challenging in the circumstances than those described above.

7.9 The Committee may vary the Cumulative Dividend Targets and/or the Measurement Dates applying to existing options if an event has occurred which causes the Committee to consider that it would be appropriate to amend the performance conditions, provided the Committee considers the varied conditions are fair and reasonable and not materially less challenging than the original conditions would have been but for the event in question. In particular, the Cumulative Dividend Targets set out in column 1 of the table in paragraph 7.2 above, may be adjusted by the Committee in the circumstances described in paragraph 14 below (variation of capital).

8. Exercise of options

8.1 Options will normally become exercisable in two tranches, as follows:

- (a) to the extent options vest on or before 31 December 2017, up to 40 per cent. of the total number of Shares held under an option may be exercised from 31 December 2017; and
- (b) the remainder of the vested options shall become exercisable on the earliest of:
 - (i) 31 December 2021; or
 - (ii) the Measurement Date (excluding the 2015 Measurement Date) by which the Cumulative Dividend Targets for that date have not been achieved.

8.2 If the Cumulative Dividend Target of $\pounds 6.20$ per Share or more is achieved early an option shall vest and become exercisable on the date on which the Committee determines that the Cumulative Dividends paid is equal to or greater than $\pounds 6.20$ per Share. If, however, Cumulative Dividends of $\pounds 6.20$ are paid before the 2015 Measurement Date, options will not normally become exercisable until 31 December 2015.

8.3 Vested options that have become exercisable will normally remain capable of exercise up until the earliest of either the tenth anniversary of the date of grant of the option or 31 December 2022. Vested options may normally only be exercised by a participant who is a director or employee within the Company's group on the date of exercise unless that participant is a "good leaver" (see paragraph 9.2 below).

8.4 Shares will be allotted or transferred to participants within 30 days of exercise. The Committee can also decide at any time to satisfy options as a SAR or by the payment of a cash amount or Shares equal in value to the gain made on the exercise of the option.

9. Leaving office or employment: general rules

9.1 As a general rule, an option will lapse upon a participant ceasing to be a director or employee within the Company's group.

9.2 However, if a participant ceases to be a director or employee by reason of his death, injury, disability, retirement with the agreement of the Committee, redundancy, his employing company or the business for which he works being sold or transferred out of the Company's group or in other circumstances at the discretion of the Committee (known as the "good leaver" reasons), then a proportion of his option may become exercisable early.

9.3 If a participant ceases to be a director or employee as a good leaver before 31 December 2015 the participant's options shall vest and become exercisable on 31 December 2015 provided that the Cumulative Dividend Target of £1.70 and the Underpin have been satisfied by that date. Similarly, if a participant ceases to be a director or employee as a good leaver on or after 31 December 2015 and the Cumulative Dividend Targets and Underpin for each Measurement Date occurring on or prior to the date of cessation have been achieved the performance conditions shall be treated as having been satisfied as at the date of cessation. In both cases the total number of Shares over which the participant may exercise his or her option shall be determined by applying a time pro rata reduction to the total number of Shares held under the option at the date of grant, based on the period that the good leaver was a director and/or employee within the Company's group during the Dividend Payment Period relative to a period of ten years, unless the Committee decides that such degree of pro rating is inappropriate in the particular circumstances.

9.4 If a participant ceases to be a director or employee as a good leaver on or after a Measurement Date (excluding the 2015 Measurement Date) and the Cumulative Dividend Target for that Measurement Date was not achieved then, subject to the satisfaction of the Underpin, the portion of his option that vested on the Measurement Date prior to cessation shall remain vested and capable of exercise (as determined by reference to the "x ÷ 6.20 formula" described in paragraph 7 above).

9.5 A good leaver may exercise their option within 12 months of the date of cessation of office or employment or up until 31 December 2016, whichever is the later.

10. Corporate events

10.1 In the event of a takeover or winding up of the Company (not being an internal corporate reorganisation) all outstanding options will vest and become exercisable in full on a date and during a period to be determined by the Committee. The option exercise price payable on the exercise of an option shall be adjusted on the basis as set out in paragraph 6.2 above.

10.2 In the event of an internal corporate reorganisation options will be replaced by equivalent new options over shares in a new holding company unless the Committee decides that options should vest and become exercisable on the basis which would apply in the case of a takeover.

10.3 If a demerger or other similar event is proposed which, in the opinion of the Committee, would affect the market price of Shares to a material extent, then the Committee may decide that options will vest and become exercisable on the basis and at the option exercise price which would apply in the case of a takeover as described above.

11. Sale of Shares following exercise

11.1 Following the exercise of options, a participant may sell a sufficient number of Shares to satisfy any related tax liability.

11.2 A participant may not normally sell more than 50% of the Shares acquired (excluding any Shares sold to satisfy the participant's related tax liability) in the 12 month period following the date of exercise, except in the event of a change of control or winding up of the Company or, if the Committee permits, the participant is a good leaver. A participant may however be permitted to transfer Shares to his spouse or civil partner and/or to the trustees of any trust or pension fund of which he and/or his family are beneficiaries provided the transferee is also subject to the same 12 month sale restriction. The Committee may also waive or vary the 12 month sale restriction period if, in its opinion, circumstances are sufficiently exceptional.

12. Participants' rights

Options will not confer any shareholder rights until they have been exercised and the participants have received their Shares.

13. Rights attaching to Shares

Any Shares allotted when options are exercised will rank equally with Shares then in issue (except for rights arising by reference to a record date prior to their allotment).

14. Variation of capital

In the event of any variation of the Company's share capital or in the event of a demerger, or similar event which materially affects the market price of the Shares, the Committee may, acting fairly and reasonably, make such adjustment as it considers appropriate to:

- (a) the number of Shares subject to options and/or the option exercise price payable (if any); and/or
- (b) the 30.2 million aggregate Shares Plan limit and individual participant maximum aggregate option grant limits; and/or
- (c) the Cumulative Dividend Targets.

15. Clawback

15.1 The Committee may decide at any time prior to the first anniversary of the date on which an option (or part of an option) becomes exercisable that a participant will be subject to clawback if the Committee forms the view that:

- (a) the Company materially misstated its financial results for whatever reason; and/or
- (b) in assessing the performance condition and/or any other condition imposed on an option such assessment was based on an error or inaccurate or misleading information or assumptions

and such misstatement, error or inaccurate or misleading information or assumptions resulted either directly or indirectly in an option vesting to a greater degree than would have been the case had that misstatement, error or inaccurate or misleading information or assumptions not been made.

15.2 The Committee may also decide to operate clawback in the event a participant ceases to be a director or employee by reason of gross misconduct entitling the Board to dismiss the participant without notice.

15.3 The Committee may require the satisfaction of the clawback by way of a reduction in the vesting or size of any option or other award or bonus, or an increase to the option exercise price and/or a requirement to make a cash payment.

16. Alterations to the Plan

16.1 The Committee may, at any time, amend the Plan in any respect, provided that the prior approval of shareholders is obtained for any amendments that are to the advantage of participants in respect of the rules governing eligibility, limits on participation, the overall limits on the issue of Shares or the transfer of treasury Shares, the basis for determining a participant's entitlement to and the terms of the Shares or cash to be acquired and the adjustment of options.

16.2 The requirement to obtain the prior approval of shareholders will not, however, apply to any minor alteration made to benefit the administration of the Plan, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for participants or for any company in the Company's group. Shareholder approval will also not be required for any amendments to the performance condition provided that in the opinion of the Committee the altered performance conditions are fair and reasonable and not materially less challenging than the original conditions would have been but for the event in question.

17. Expiry

The Plan will expire and no further options may be granted under it on the earliest of either the Measurement Date by which the Cumulative Dividend Targets have not been satisfied, or 31 December 2021. Any option that remains outstanding on the date of expiry shall continue to subsist in accordance with the terms of the Plan.

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that a General Meeting of Persimmon Plc will be held at 11.00am on 17 October 2012 at Persimmon House, Fulford, York YO19 4FE to consider and if thought fit, pass the following as an ordinary resolution:

1. That the rules of the Persimmon Plc 2012 Long Term Incentive Plan (the 'Plan') a copy of which is produced in draft to this meeting and for the purposes of identification initialled by the Chairman and which is summarised in the notice of meeting circular dated 24 September 2012, be approved and the Directors be authorised to make such modifications to the Plan as they may consider appropriate for the implementation of the Plan and to adopt the Plan as so modified and to do all such other acts and things as they may consider appropriate to implement the Plan.

By order of the Board

Neil Francis

Group Company Secretary

Registered Office:
Persimmon House
Fulford
York YO19 4FE

24 September 2012

Notes:

1) To attend and vote at the General Meeting a shareholder must be entered on the relevant register of members (the 'Register') for certificated or uncertificated shares of the Company (as the case may be) by 6.00pm on 15 October 2012 (the 'Specified Time'). Changes to entries on the Register after the Specified Time shall be disregarded in determining the rights of any person to attend and/or vote at the meeting. Should the General Meeting be adjourned to a time not more than 48 hours after the Specified Time, that time will also apply for the purpose of determining the entitlement of members to attend and vote (and for the purpose of determining the number of votes they may cast) at the adjourned meeting. If the General Meeting is adjourned for a longer period, the time by which a person must be entered on the Register in order to have the right to attend or vote at the adjourned meeting is 48 hours before the time fixed for the adjourned meeting or if the Company gives notice of the adjourned General Meeting, at the time specified in the notice.

2) Any shareholder of the Company who is entitled to attend, speak and vote at the meeting may appoint one or more proxies to attend, speak and vote on his or her behalf provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder, but the proxy or proxies must attend the meeting in person. A proxy need not be a member of the Company. To be valid, a Proxy Form (or electronic appointment of a proxy) must be completed and lodged with the Company's registrars not less than 48 hours before the time fixed for the General Meeting. Completion and return of the Proxy Form (or electronic appointment of a proxy) will not prevent a member from attending the meeting or any adjournment thereof and voting in person if he is entitled to do so.

3) You may use the Proxy Form issued to you which should be returned to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY. Alternatively you may appoint a proxy electronically. If you wish to submit your Proxy Form via the internet, you will need your Control Number, Shareholder Reference Number (SRN) and Personal Identification Number (PIN) which are printed on the Proxy Form.

To appoint a proxy via the internet you should log on to the registrars' website at www.investorcentre.co.uk/eproxy. You will be asked to agree to the terms and conditions for electronic proxy appointment. It is important that you read these terms and conditions as they set out the basis on which proxy appointment via the internet shall take place. This electronic address is provided only for the purpose of communications relating to electronic appointment of proxies.

CREST members who wish to appoint a proxy or proxies by utilising the CREST electronic proxy appointment service may do so for the meeting to be held on 17 October 2012 and any adjournments of it, by utilising the procedures described in the CREST Manual. CREST Personal Members or other CREST Sponsored Members, and those CREST members who have appointed voting service provider(s) should refer to their CREST Sponsor or voting service provider(s), who will be able to take appropriate action on their behalf. In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a 'CREST Proxy Instruction') must be properly authenticated in accordance with Euroclear UK and Ireland Limited (EUI)'s specifications and must contain the information required for such instructions, as described in the CREST Manual (available via www.euroclear.com/CREST). To be valid the message must be transmitted so as to be received by the Company's agent (ID

number 3RA50) not later than 48 hours before the time appointed for holding the meeting. 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 the Company's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and where applicable, their CREST sponsors or voting service provider(s) should note that EUI 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 voting service provider(s), to procure that the member's CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by the CREST system by any particular time. In this connection, CREST members and where applicable, their CREST sponsors or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

4) A shareholder entitled to attend and vote at the General Meeting has the right to ask questions relating to the business being dealt with at the meeting. The Company must cause to be answered any such question but no answer need be given if to do so would interfere unduly with the preparation of the meeting, involve the disclosure of confidential information, or if it would be undesirable in the interests of the Company or the good order of the meeting that the question be answered.

5) A copy of the draft rules of the Persimmon Plc 2012 Long Term Incentive Plan will be available for inspection at the offices of New Bridge Street (an Aon Hewitt company), 10 Devonshire Square, London EC2M 4YP during normal business hours on any weekday (Saturdays, Sundays and English public holidays excepted) until the close of the General Meeting and at the place of the General Meeting for at least 15 minutes prior to and during the General Meeting.

6) Any person to whom this Notice is sent who is a person nominated under section 146 Companies Act 2006 to enjoy information rights (a 'Nominated Person') may, under an agreement between him or her and the shareholder by whom he or she was nominated, have a right to be appointed (or 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 or she may, under such agreement, have a right to give instructions to the shareholder as to the exercise of voting rights. The statement of rights of members in relation to the appointment of proxies in note 2 does not apply to Nominated Persons.

7) Any corporation which is a shareholder can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a shareholder provided that they do not do so in relation to the same shares.

8) A copy of this Notice and other information required by section 311A Companies Act 2006 can be found at www.corporate.persimmonhomes.com.

9) You may not use any electronic address provided either in this General Meeting Circular or any related documents (including the Proxy Form) to communicate with the Company for any purposes other than those expressly stated.