

COMPANIES FORM NO. 155(6)a

**Declaration in relation to
assistance for the acquisition
of shares.**

Pursuant to section 155(6) of the Companies Act 1985

To the Registrar of Companies

Company number

02436950

Name of company

Viewton Properties Limited (the "Company")

I/We *Paul Mario Bak of Greenacres, August Lane, Albury, Guildford, Surrey GU5 9DP and
Stewart Antony Baseley of Low Wood, Westwood Road, Windlesham, Surrey GU20 6LX*

~~{the sole director}~~ all the directors of the above company do solemnly and sincerely declare
that:

The business of the company is:

- (a) ~~that of a [recognised bank] [licensed institution] within the meaning of the Banking Act
1979~~
- (b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to
carry on insurance business in the United Kingdom~~
- (c) something other than the above

The company is proposed to give financial assistance in connection with the acquisition of
shares in the company's holding company Fairclough Homes Group Limited (registered
number 02804113) (hereafter the "Ultimate Parent") ~~Limited~~

The assistance is for the purpose of reducing or discharging a liability incurred for the
purpose of that acquisition.

The number and class of the shares acquired or to be acquired is: 125,895,000 ordinary 'A'
Shares

Presentor's name, address and
reference (if any):

*Clifford Chance LLP
200 Aldersgate Street
London EC1A 4JJ
Ref: AKJ/C4981/65/RCES*



The assistance is to be given to: Centex Development Funding Company UK Limited
registered number 4167358 whose registered office is at Meirion House, 18-28 Guildford
Road, Woking, Surrey GU22 7QF (hereafter "Newco")

The assistance will take the form of:

See Schedule 1

The person who has acquired ~~[will acquire]~~ the shares is:

Centex Development Company UK Limited (registered number 03720116) whose registered
office is at Meirion House, 18-28 Guildford Road, Woking, Surrey
GU22 7QF

The principal terms on which assistance will be given are:

See Schedule 2

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is within 8 weeks of the date hereof.

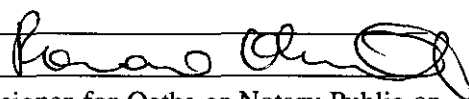
I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts.

We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date

And I/We make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declaration Act 1835.

Declared at

200 Aldersgate Street
London EC1A 4JT
the 28th day of March 2001

before me 
A Commissioner for Oaths or Notary Public or
Justice of the Peace or a Solicitor having the
powers conferred on a Commissioner for Oaths.

Declarants to sign below




Schedule 1 to the Statutory Declaration dated 28 March 2001

1. The execution, delivery and performance by the Company of its obligations under:
 - 1.1.1 a loan agreement (to be dated on or about the date hereof) (the "**Loan Agreement**") made between the Ultimate Parent, Fairclough Homes Limited, the Company, The Royal Bank of Scotland plc as arranger and facility agent and the lenders defined therein (the "**Lenders**");
 - 1.1.2 a security agreement (the "**Security Agreement**") (to be dated on or about the date hereof), made in favour of The Royal Bank of Scotland plc as agent and trustee on behalf of the Senior Lenders (as defined therein) (the "**Facility Agent**") pursuant to which the Company will give security for its obligations and the obligations of the other Chargors (as defined therein) under the Loan Agreement; and
 - 1.1.3 a guarantee to be provided by the Company pursuant to the terms of the Loan Agreement.

Before me
this 28th day of March 2001
(Solicitor)
C4981/00065

Schedule 2 to the Statutory Declaration dated 28 March 2001

2. By executing the Security Agreement the Company:
- 2.1 provides security to the Facility Agent in relation to the guarantee under the Loan Agreement pursuant to which it guarantees the due and punctual performance of all of its obligations and the obligations of the Chargors under the Senior Documents (as defined under the Security Agreement) and agrees to pay on demand, each amount due by it and/or the other Chargors which is due but unpaid;
- 2.2 grants an indemnity to the Facility Agent in respect of certain costs, expenses, liabilities and losses incurred;
- 2.3 covenants to pay and discharge all monies and liabilities (whether actual or contingent) which are at the date of the Security Agreement or may at any time thereafter be due and payable under or in connection with the obligations of itself and the other Chargors under the Senior Documents;
- 2.4 with full title guarantee as continuing security for the payment of the Secured Liabilities charges in favour of the Facility Agent:
- 2.4.1 by way of first fixed charge all Investments which the Company owns or are held by a nominee on behalf of the Company; and
- 2.4.2 charges by way of first floating charge all its assets (other than the Investments),
- (where "Chargor", "Facility Agent", "Senior Documents", "Lenders", "Secured Liabilities" and "Investments" have the meaning given to them in the Security Agreement); and
- 2.5 covenants that, without prior consent of the Facility Agent, it shall not create or permit to subsist any Security Interest (as defined under the Loan Agreement) (other than as permitted under the Loan Agreement) or sell, transfer, lease or otherwise dispose of any Security Asset (as defined under the Security Agreement).
3. The Security Agreement contains a covenant for further assurances and shall remain in full force and effect notwithstanding any amendments, variations or novations from time to time of the Senior Documents or any assignment, transfer or novation of the rights and obligations of any Lender or the Facility Agent.
4. By executing the Inter-Company Loan Agreement the Ultimate Parent will make a loan available to Newco to enable Newco to repay under the loan note given by Centex Development Company UK Limited to AMEC Plc and to reduce liabilities owed

thereunder in connection with the acquisition of 125,895,000 ordinary 'A' shares in the share capital of the Ultimate Parent.

5. By executing the Loan Agreement, the Company has guaranteed obligations owed under the Loan Agreement including, in particular, those obligations relating to amounts used to fund the loan made under the Inter-Company Loan Agreement.

Before me: 
This 28th day of March
2007 (Signature)
C4981/00063



ARTHUR ANDERSEN

Auditors' report to the directors of Viewton Properties Limited (the "Company") pursuant to section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 28 March 2001 in connection with the proposal that the company should give financial assistance to Merrybay Limited (to be renamed Centex Development Funding Company UK Limited) in connection with the refinancing of indebtedness which had arisen in connection with a loan note which Centex Development Company UK Limited had issued in favour of AMEC plc as part of the purchase price consideration for the acquisition of 125,895,000 ordinary 'A' shares of the Fairclough Homes Group Limited, pursuant to sections 155 to 158 of the Companies Act 1985.

Respective responsibilities of directors and auditors

The company's directors are responsible for the statutory declaration in accordance with applicable United Kingdom law. It is our responsibility as established in the United Kingdom by statute, the Auditing Practices Board and our profession's ethical guidance to review the bases for the declaration, based on our enquiries into the state of the company's affairs, and to provide a report to the directors.

Basis of opinion

We have enquired into the state of the company's affairs so far as necessary for us to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Arthur Andersen
Chartered Accountants
28 March 2001

KPMG
Chartered Accountants
28 March 2001