

CHFP025

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

2849445

Name of company

* Linden Homes South East Limited (the "Company")

~~X~~We SEE RIDER 1

- insert name(s) and address(es) of all the directors

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

```
XXXXXXXXXXXXXGCGGGCAGACCCAAKXXAAXSACCXXSSDXXXCXCTTCCCCKECCDESKDDOXYNGCBKDCBCKXDXVFX$
XXXXXXXXXXABCSAXXDPDSSMXXXEXXSXCXXBXAXUXATDXXNSNBNXAQCDADNASBCXDGSXXSXZGXNM
XXXXXXXXXXNNNSSMMMXKKYXXKXXKXX $
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(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company Linden Holdings Limited

(the "Parent") (company number 4040970)

~~XXXXXXXXXX~~

The assistance is for the purpose of ~~the acquisition~~ [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: SEE RIDER 2

Presenter's name address and
reference (if any) :
CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD

DX 135316 BARBICAN 2
(EDR/033343.112/22032726.3)

For official Use
General Section

Post room



LD5 #LA3
COMPANIES HOUSE

399
27/03/2007

The assistance is to be given to: (note 2) GALLIFORD TRY PLC (Company No. 836539) (the "Purchaser")
Cowley Business Park, Cowley, Uxbridge, Middlesex, UB8 2AL

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

SEE RIDER 3

The person who [has acquired] ~~XXXXXXX~~ † the shares is:

† delete as
appropriate

The Purchaser

The principal terms on which the assistance will be given are:

SEE RIDER 4

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

~~X~~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. (note 3)

**Please complete
legibly, preferably
in black type, or
bold block lettering**

* delete either (a) or (b) as appropriate

(a) ~~X~~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]* (note 3)

[illegible]

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at London, 10th, Grand Avenue
Interim Survey 11354L

Declarants to sign below

SA *

on

Day	Month	Year
22	03	2007

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.

A. Smith

SHAW, JIM & GILL
CHATHAM COURT
LESBOURNE ROAD
REIGATE RH2 7LD

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Riders to Form 155(6)a

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 1

Directors and Addresses

1. AMATO, SILVANO MR (43 Tadorne Road, Tadworth, Surrey, KT20 5TF)
2. CORSER, ADRIAN BSC HCIOB MRICS (Windrush, 9 Applelands Close, Farnham, Surrey, GU10 4TL)
3. EVANS, DAVID JOHN B SC QUANTITY SURVEYING (2 Ridgewood, New Barn, Kent, DA3 7LS)
4. LAVERS, STEPHEN RYAN (40B Buckmaster Road, Battersea, London, SW11 1EN)
5. TILMAN, DAVID WARD (Fairmead, Woodland Drive, East Horsley, Surrey, KT24 5AN)

this Declaration may be made in any number of counterparts, and this has the same effect as if the declaration made on the counterpart forms were made on a single copy of this form.

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 2

The number and class of shares acquired is:

6,200,003 "A" ordinary shares x £1; 3,182,683 "B" ordinary shares x £1 in the Parent

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 3

The Company is proposing to give financial assistance in connection with the acquisition by the Purchaser of the Parent's entire issued share capital (the "**Acquisition**").

The Acquisition was supported by banking facilities provided under the Facility Agreement (as defined below).

The execution by the Company of those documents listed below may constitute financial assistance under section 151 of the Companies Act 1985:

1. an accession letter (the "**Accession Letter**") to a facility agreement entered into by (1) the Purchaser, (2) the subsidiaries set out in Part I of Schedule I thereto, (3) Barclays Capital, HSBC Bank plc, The Royal Bank of Scotland plc and The Governor and Company of the Bank of Scotland as mandated lead arrangers, (4) the Finance Parties (as defined therein) and (5) HSBC Bank plc as Facility Agent and Security Agent for the Finance Parties (as defined therein) and as Issuing Bank (the "**Facility Agreement**"); and
2. a legal charge to be entered into by the Company and the Security Agent for each of the Finance Parties (as defined therein) (the "**Legal Charge**").

(the Accession Letter, the Facility Agreement and the Legal Charge together the "**Finance Documents**").

References to the Finance Documents include references to those agreements as amended, supplemented, novated, re-enacted and/or restated.

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 4

Facility Agreement

1. Under the terms of the Facility Agreement the Company will, among other things:
 - 1.1 become a Borrower (as defined in the Facility Agreement) which would allow the Company to draw down under the Facilities (as defined in the Facility Agreement) should it wish to do so;
 - 1.2 guarantee to each Finance Party (as defined in the Facility Agreement) punctual performance by each Borrower (as defined in the Facility Agreement) of all that Borrower's obligations under the Finance Documents;
 - 1.3 undertake with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
 - 1.4 indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

Legal Charge

1. As a Chargor under the Legal Charge, the Company will:
 - 1.1 as security for payment of all of the Secured Obligations (as defined in the Legal Charge), in entering into the Legal Charge, charge by way of legal mortgage the Mortgaged Property (as defined in the Legal Charge); and
 - 1.2 undertake, at its own expense, to execute and do all such assurances, acts and things as the security agent may reasonably require for perfecting or protecting the security intended to be created by the Legal Charge.



Declaration in relation to assistance for the acquisition of shares

155(6)a

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

Company number

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2849445

Name of company

* Linden Homes South East Limited (the "Company")

~~X~~We ø SEE RIDER 1

• insert name(s) and address(es) of all the directors

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company] Linden Holdings Limited

(the "Parent") (company number 4040970)

The assistance is for the purpose of ~~the acquisition~~ [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: SEE RIDER 2

General Section

Post room

DX 135316 BARBICAN 2
(EDR/033343.112/22032726.3)

The assistance is to be given to: (note 2) GALLIFORD TRY PLC (Company No. 836539) (the "Purchaser")
Cowley Business Park, Cowley, Uxbridge, Middlesex, UB8 2AL

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

SEE RIDER 3

The person who [has acquired] ~~owns~~ † the shares is:

† delete as
appropriate

The Purchaser

The principal terms on which the assistance will be given are:

SEE RIDER 4

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

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
bold block lettering

* delete either (a) or
(b) as appropriate

☒ 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. (note 3)

(a) ☒ 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]* (note 3)

(b) ~~XXXXXX 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]* (note 3)~~

And ☒ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at LINDEN HOUSE GUARDS AVE

Declarants to sign below

CATERHAM SURREY.

AC x

Day Month Year
on

2	2	0	3	2	0	0	7
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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.

R. Smith

Smith

SHADROULT & CO LLP
CHATHAM COURT
LESBOURNE ROAD
REIGATE RH2 7LD

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
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Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Riders to Form 155(6)a

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 1

Directors and Addresses

1. AMATO, SILVANO MR (43 Tadorne Road, Tadworth, Surrey, KT20 5TF)
2. CORSER, ADRIAN BSC HCIOB MRICS (Windrush, 9 Applelands Close, Farnham, Surrey, GU10 4TL)
3. EVANS, DAVID JOHN B SC QUANTITY SURVEYING (2 Ridgewood, New Barn, Kent, DA3 7LS)
4. LAVERS, STEPHEN RYAN (40B Buckmaster Road, Battersea, London, SW11 1EN)
5. TILMAN, DAVID WARD (Fairmead, Woodland Drive, East Horsley, Surrey, KT24 5AN)

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COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 2

The number and class of shares acquired is:

6,200,003 "A" ordinary shares x £1; 3,182,683 "B" ordinary shares x £1 in the Parent

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 3

The Company is proposing to give financial assistance in connection with the acquisition by the Purchaser of the Parent's entire issued share capital (the "**Acquisition**").

The Acquisition was supported by banking facilities provided under the Facility Agreement (as defined below).

The execution by the Company of those documents listed below may constitute financial assistance under section 151 of the Companies Act 1985:

1. an accession letter (the "**Accession Letter**") to a facility agreement entered into by (1) the Purchaser, (2) the subsidiaries set out in Part I of Schedule I thereto, (3) Barclays Capital, HSBC Bank plc, The Royal Bank of Scotland plc and The Governor and Company of the Bank of Scotland as mandated lead arrangers, (4) the Finance Parties (as defined therein) and (5) HSBC Bank plc as Facility Agent and Security Agent for the Finance Parties (as defined therein) and as Issuing Bank (the "**Facility Agreement**"); and
2. a legal charge to be entered into by the Company and the Security Agent for each of the Finance Parties (as defined therein) (the "**Legal Charge**").

(the Accession Letter, the Facility Agreement and the Legal Charge together the "**Finance Documents**").

References to the Finance Documents include references to those agreements as amended, supplemented, novated, re-enacted and/or restated.

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 4

Facility Agreement

1. Under the terms of the Facility Agreement the Company will, among other things:
 - 1.1 become a Borrower (as defined in the Facility Agreement) which would allow the Company to draw down under the Facilities (as defined in the Facility Agreement) should it wish to do so;
 - 1.2 guarantee to each Finance Party (as defined in the Facility Agreement) punctual performance by each Borrower (as defined in the Facility Agreement) of all that Borrower's obligations under the Finance Documents;
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Legal Charge

1. As a Chargor under the Legal Charge, the Company will:
 - 1.1 as security for payment of all of the Secured Obligations (as defined in the Legal Charge), in entering into the Legal Charge, charge by way of legal mortgage the Mortgaged Property (as defined in the Legal Charge); and
 - 1.2 undertake, at its own expense, to execute and do all such assurances, acts and things as the security agent may reasonably require for perfecting or protecting the security intended to be created by the Legal Charge.

CHFP025

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

2849445

Note
Please read the notes
on page 3 before
completing this form.

Name of company

* Linden Homes South East Limited (the "Company")

* insert full name
of company

~~X~~We SEE RIDER 1

Ø insert name(s) and address(es) of all the directors

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

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§ delete whichever
is inappropriate

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company Linden Holdings Limited

(the "Parent") (company number 4040970)

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The number and class of the shares acquired or to be acquired is: SEE RIDER 2

Presenter's name address and
reference (if any) :
CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD

DX 135316 BARBICAN 2
(EDR/033343.112/22032726.3)

For official Use
General Section

Post room

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Cowley Business Park, Cowley, Uxbridge, Middlesex, UB8 2AL

Please do not
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margin

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in black type, or
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SEE RIDER 3

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† delete as
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The value of any asset to be transferred to the person assisted is £ Nil

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~~X~~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. (note 3)

(a) ~~X~~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]* (note 3)

[illegible]

Declared at

Linden Horse
Guards Ave
Caterham
Surrey C

DE x

Day Month Year

on 2 2 0 3 2 0 0 7

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.

RECEIVED
FEB 20 1967
RECEIVED RM27LD

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
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or, for companies registered in Scotland:-

Laserform International 12/99

Riders to Form 155(6)a

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 1

Directors and Addresses

1. AMATO, SILVANO MR (43 Tadorne Road, Tadworth, Surrey, KT20 5TF)
2. CORSER, ADRIAN BSC HCIOB MRICS (Windrush, 9 Applelands Close, Farnham, Surrey, GU10 4TL)
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COMPANY NO: 2849445

RIDER 2

The number and class of shares acquired is:

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COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 3

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1
COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 4

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Declaration in relation to assistance for the acquisition of shares

155(6)a

Please complete legibly, preferably in black type, or bold block lettering

**To the Registrar of Companies
(Address overleaf - Note 5)**

For official use

Company number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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2849445

Note
Please read the notes
on page 3 before
completing this form.

Name of company

* Linden Homes South East Limited (the "Company")

* insert full name
of company

~~X~~We SEE RIDER 1

Ø insert name(s) and address(es) of all the directors

† delete as appropriate

~~XXXXXX XXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXXXX~~ [company's holding company Linden Holdings Limited

(the "Parent") (company number 4040970).

The assistance is for the purpose of ~~acquiring~~ [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: SEE RIDER 2

Presenter's name address and
reference (if any) :
CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD

DX 135316 BARBICAN 2
(EDR/033343.112/22032726.3)

For official Use

General Section

Post room

The assistance is to be given to: (note 2) GALLIFORD TRY PLC (Company No. 836539) (the "Purchaser")
Cowley Business Park, Cowley, Uxbridge, Middlesex, UB8 2AL

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

SEE RIDER 3

The person who [has acquired] ~~XXXXXXX~~ † the shares is:

† delete as
appropriate

The Purchaser

The principal terms on which the assistance will be given are:

SEE RIDER 4

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

Riders to Form 155(6)a

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 1

Directors and Addresses

1. AMATO, SILVANO MR (43 Tadorne Road, Tadworth, Surrey, KT20 5TF)
2. CORSER, ADRIAN BSC HCIOB MRICS (Windrush, 9 Applelands Close, Farnham, Surrey, GU10 4TL)
3. EVANS, DAVID JOHN B SC QUANTITY SURVEYING (2 Ridgewood, New Barn, Kent, DA3 7LS)
4. LAVERS, STEPHEN RYAN (40B Buckmaster Road, Battersea, London, SW11 1EN)
5. TILMAN, DAVID WARD (Fairmead, Woodland Drive, East Horsley, Surrey, KT24 5AN)

this Declaration may be made in any number of counterparts, and this has the same effect as if the declaration made on the counterpart forms were made on a single copy of this form.

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 2

The number and class of shares acquired is:

6,200,003 "A" ordinary shares x £1; 3,182,683 "B" ordinary shares x £1 in the Parent

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 3

The Company is proposing to give financial assistance in connection with the acquisition by the Purchaser of the Parent's entire issued share capital (the "Acquisition").

The Acquisition was supported by banking facilities provided under the Facility Agreement (as defined below).

The execution by the Company of those documents listed below may constitute financial assistance under section 151 of the Companies Act 1985:

1. an accession letter (the "**Accession Letter**") to a facility agreement entered into by (1) the Purchaser, (2) the subsidiaries set out in Part I of Schedule I thereto, (3) Barclays Capital, HSBC Bank plc, The Royal Bank of Scotland plc and The Governor and Company of the Bank of Scotland as mandated lead arrangers, (4) the Finance Parties (as defined therein) and (5) HSBC Bank plc as Facility Agent and Security Agent for the Finance Parties (as defined therein) and as Issuing Bank (the "**Facility Agreement**"); and
2. a legal charge to be entered into by the Company and the Security Agent for each of the Finance Parties (as defined therein) (the "**Legal Charge**").

(the Accession Letter, the Facility Agreement and the Legal Charge together the "**Finance Documents**").

References to the Finance Documents include references to those agreements as amended, supplemented, novated, re-enacted and/or restated.

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 4

Facility Agreement

1. Under the terms of the Facility Agreement the Company will, among other things:
 - 1.1 become a Borrower (as defined in the Facility Agreement) which would allow the Company to draw down under the Facilities (as defined in the Facility Agreement) should it wish to do so;
 - 1.2 guarantee to each Finance Party (as defined in the Facility Agreement) punctual performance by each Borrower (as defined in the Facility Agreement) of all that Borrower's obligations under the Finance Documents;
 - 1.3 undertake with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
 - 1.4 indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

Legal Charge

1. As a Chargor under the Legal Charge, the Company will:
 - 1.1 as security for payment of all of the Secured Obligations (as defined in the Legal Charge), in entering into the Legal Charge, charge by way of legal mortgage the Mortgaged Property (as defined in the Legal Charge); and
 - 1.2 undertake, at its own expense, to execute and do all such assurances, acts and things as the security agent may reasonably require for perfecting or protecting the security intended to be created by the Legal Charge.



Declaration in relation to assistance for the acquisition of shares

155(6)a

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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2849445

Name of company

* Linden Homes South East Limited (the "Company")

~~X~~We g SEE RIDER 1

Ø insert name(s) and address(es) of all the directors

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company Linden Holdings Limited

(the "Parent") (company number 4040970)

The assistance is for the purpose of ~~the acquisition~~ [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: SEE RIDER 2

Presenter's name address and
reference (if any) :
CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD

DX 135316 BARBICAN 2
(EDR/033343.112/22032726.3)

For official Use
General Section

Post room

The assistance is to be given to: (note 2) GALLIFORD TRY PLC (Company No. 836539) (the "Purchaser")
Cowley Business Park, Cowley, Uxbridge, Middlesex, UB8 2AL

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

SEE RIDER 3

The person who [has acquired] ~~owns~~ † the shares is:

† delete as
appropriate

The Purchaser

The principal terms on which the assistance will be given are:

SEE RIDER 4

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

~~X~~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. (note 3)

**Please complete
legibly, preferably
in black type, or
bold block lettering**

* delete either (a) or (b) as appropriate

(a) ~~X~~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]* (note 3)

[illegible]

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 1 Under House, Queens Avenue, Declarants to sign below
Catsham, Surrey CR3 5XL DT x [Signature]

Day Month Year
on 2 2 03 2 00 7.

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.

K. Smith
for Justice of
SHALLOTT & CO LLP
CHATHAM COURT
LESBOURNE ROAD
REIGATE RH2 7LD

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Riders to Form 155(6)a

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 1

Directors and Addresses

1. AMATO, SILVANO MR (43 Tadorne Road, Tadworth, Surrey, KT20 5TF)
2. CORSER, ADRIAN BSC HCIOB MRICS (Windrush, 9 Applelands Close, Farnham, Surrey, GU10 4TL)
3. EVANS, DAVID JOHN B SC QUANTITY SURVEYING (2 Ridgewood, New Barn, Kent, DA3 7LS)
4. LAVERS, STEPHEN RYAN (40B Buckmaster Road, Battersea, London, SW11 1EN)
5. TILMAN, DAVID WARD (Fairmead, Woodland Drive, East Horsley, Surrey, KT24 5AN)

this Declaration may be made in any number of counterparts, and this has the same effect as if the declaration made on the counterpart forms were made on a single copy of this form.

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 2

The number and class of shares acquired is:

6,200,003 "A" ordinary shares x £1; 3,182,683 "B" ordinary shares x £1 in the Parent

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 3

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The Acquisition was supported by banking facilities provided under the Facility Agreement (as defined below).

The execution by the Company of those documents listed below may constitute financial assistance under section 151 of the Companies Act 1985:

1. an accession letter (the "**Accession Letter**") to a facility agreement entered into by (1) the Purchaser, (2) the subsidiaries set out in Part I of Schedule I thereto, (3) Barclays Capital, HSBC Bank plc, The Royal Bank of Scotland plc and The Governor and Company of the Bank of Scotland as mandated lead arrangers, (4) the Finance Parties (as defined therein) and (5) HSBC Bank plc as Facility Agent and Security Agent for the Finance Parties (as defined therein) and as Issuing Bank (the "**Facility Agreement**"); and
2. a legal charge to be entered into by the Company and the Security Agent for each of the Finance Parties (as defined therein) (the "**Legal Charge**").

(the Accession Letter, the Facility Agreement and the Legal Charge together the "**Finance Documents**").

References to the Finance Documents include references to those agreements as amended, supplemented, novated, re-enacted and/or restated.

COMPANY: LINDEN HOMES SOUTH EAST LIMITED (the "Company")
COMPANY NO: 2849445

RIDER 4

Facility Agreement

1. Under the terms of the Facility Agreement the Company will, among other things:
 - 1.1 become a Borrower (as defined in the Facility Agreement) which would allow the Company to draw down under the Facilities (as defined in the Facility Agreement) should it wish to do so;
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 - 1.3 undertake with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
 - 1.4 indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

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1. As a Chargor under the Legal Charge, the Company will:
 - 1.1 as security for payment of all of the Secured Obligations (as defined in the Legal Charge), in entering into the Legal Charge, charge by way of legal mortgage the Mortgaged Property (as defined in the Legal Charge); and
 - 1.2 undertake, at its own expense, to execute and do all such assurances, acts and things as the security agent may reasonably require for perfecting or protecting the security intended to be created by the Legal Charge.

PricewaterhouseCoopers LLP
West London Office
The Atrium
1 Harefield Road
Uxbridge, UB8 1EX
Telephone +44 (0) 1895 522 000
Facsimile +44 (0) 1895 522 020

The Directors
Linden Homes South East Limited
c/o Linden House
Guards' Avenue
Caterham-on-the-Hill
Surrey, CR3 5XL

22 March 2007

Dear Sirs

Report of the Independent Auditor to the directors of Linden Homes South East Limited pursuant to Section 156(4) of the Companies Act 1985

We report on the attached statutory declaration of the directors dated 22 March 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that the company should give financial assistance for the purchase of all of the ordinary shares of the company's intermediate holding company, Linden Holdings Limited. This report, including the opinion, has been prepared for and only for the company and the company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

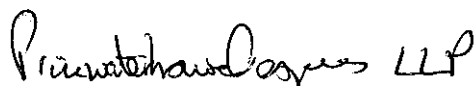
Basis of opinion

We have enquired into the state of the company's affairs in order 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 statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors