

CHFP025

**155(6)a**

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	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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Page 1

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

delete either (a) or  
(b) as appropriate

(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)

[illegible]

Declared at London House, Guest Home Declarants to sign below  
Cecilia, Sunny 

Day Month Year

on 2 2 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.

SHADE LT & COLLE  
CHATHAM COURT  
LESBOURNE ROAD  
REIGATE RH2 7LD

- 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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**RIDER 1**

**Directors and Addresses**

1. COATES, CHRISTOPHER (Chiltern House, Maltmans Lane, Gerrards Cross, Buckinghamshire, SL9 8RS)
2. DURDEN, GARY JAMES BSC HONS MRICS (33 Bridgman Road, London, W4 5BA)
3. GOLDING, PETER BRETT (Bluecoat, Salisbury Road, Horsham, West Sussex, RH13 0AJ)
4. PARKHOUSE, PAUL IAN (Woodwaye, Horsley Green, High Wycombe, Buckinghamshire, HP14 3UT)
5. RALSTON, IAN (25 Thanstead Copse, Loudwater, Buckinghamshire, HP10 9YH)
6. TAYLOR, GARY (The Thatched Cottage, Felden Lane, Felden, Hemel Hempstead, Hertfordshire, HP3 0BL)
7. TILMAN, DAVID WARD (Fairmead, Woodland Drive, East Horsley, Surrey, KT24 5AN)
8. TODD, HELEN ANNE FRAME (Stubbings Barn, Burchetts Green Lane, Burchetts Green, Berkshire, SL6 3QP)

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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**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 CHILTERN LIMITED (the "Company")  
COMPANY NO: 3193571

### 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 CHILTERN LIMITED (the "Company")  
COMPANY NO: 3193571

**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.



# 155(6)a



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] ~~XXXXXX~~ 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 complete  
legibly, preferably  
in black type, or  
bold block lettering**

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

~~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)

(b) XX  
XX  
XX (note 3)

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

HAREFIELD, MIDDLESEX

Declarants to sign below

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.

David Kenneth Marsden, Solicitor  
Matthew Arnold and Baldwin  
21 Station Road  
Watford  
Hertfordshire  
WD17 1HT

## 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.
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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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**RIDER 1**

**Directors and Addresses**

1. COATES, CHRISTOPHER (Chiltern House, Maltmans Lane, Gerrards Cross, Buckinghamshire, SL9 8RS)
2. DURDEN, GARY JAMES BSC HONS MRICS (33 Bridgman Road, London, W4 5BA)
3. GOLDING, PETER BRETT (Bluecoat, Salisbury Road, Horsham, West Sussex, RH13 0AJ)
4. PARKHOUSE, PAUL IAN (Woodwaye, Horsley Green, High Wycombe, Buckinghamshire, HP14 3UT)
5. RALSTON, IAN (25 Thanstead Copse, Loudwater, Buckinghamshire, HP10 9YH)
6. TAYLOR, GARY (The Thatched Cottage, Felden Lane, Felden, Hemel Hempstead, Hertfordshire, HP3 0BL)
7. TILMAN, DAVID WARD (Fairmead, Woodland Drive, East Horsley, Surrey, KT24 5AN)
8. TODD, HELEN ANNE FRAME (Stubblings Barn, Burchetts Green Lane, Burchetts Green, Berkshire, SL6 3QP)

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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

### **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 CHILTERN LIMITED (the "Company")  
COMPANY NO: 3193571

#### 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

Please do not  
write in this  
margin

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

**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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3193571

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

Name of company

\* Linden Homes Chiltern 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

~~None of the directors~~ [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

For official Use  
General Section

Post room

Page 1

DX 135316 BARBICAN 2  
(EDR/033343.112/22032726.2)

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] ~~XXXXXX~~ † 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 complete legibly, preferably in black type, or bold block lettering**

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

~~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]

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.

HAREFIELD, MIDDLESEX

Declared at

Declarants to sign below

Day Month Year  
on 22 05 2017

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.

David Kenneth Marsden, Solicitor  
Matthew Arnold and Baldwin  
21 Station Road  
Watford  
Hertfordshire  
WD17 1HT

## 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.
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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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**RIDER 1**

**Directors and Addresses**

1. COATES, CHRISTOPHER (Chiltern House, Maltmans Lane, Gerrards Cross, Buckinghamshire, SL9 8RS)
2. DURDEN, GARY JAMES BSC HONS MRICS (33 Bridgman Road, London, W4 5BA)
3. GOLDING, PETER BRETT (Bluecoat, Salisbury Road, Horsham, West Sussex, RH13 0AJ)
4. PARKHOUSE, PAUL IAN (Woodwaye, Horsley Green, High Wycombe, Buckinghamshire, HP14 3UT)
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**COMPANY:** LINDEN HOMES CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

### **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**").

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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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**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

3193571

Note	Name of company
Please read the notes on page 3 before completing this form.	* Linden Homes Chiltern 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

~~None of the directors~~ [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 ~~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

For official Use  
General Section

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

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

~~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]

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.

HAREFIELD, MIDDLESEX

Declared at

Declarants to sign below

Day      Month      Year

on 

2	2	0	3	2	4	9	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.

David Kenneth Marsden, Solicitor  
Matthew Arnold and Baldwin  
21 Station Road  
Watford  
Hertfordshire  
WD17 1HT

## 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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**RIDER 1**

**Directors and Addresses**

1. COATES, CHRISTOPHER (Chiltern House, Maltmans Lane, Gerrards Cross, Buckinghamshire, SL9 8RS)
2. DURDEN, GARY JAMES BSC HONS MRICS (33 Bridgman Road, London, W4 5BA)
3. GOLDING, PETER BRETT (Bluecoat, Salisbury Road, Horsham, West Sussex, RH13 0AJ)
4. PARKHOUSE, PAUL IAN (Woodwaye, Horsley Green, High Wycombe, Buckinghamshire, HP14 3UT)
5. RALSTON, IAN (25 Thanstead Copse, Loudwater, Buckinghamshire, HP10 9YH)
6. TAYLOR, GARY (The Thatched Cottage, Felden Lane, Felden, Hemel Hempstead, Hertfordshire, HP3 0BL)
7. TILMAN, DAVID WARD (Fairmead, Woodland Drive, East Horsley, Surrey, KT24 5AN)
8. TODD, HELEN ANNE FRAME (Stubbings Barn, Burchetts Green Lane, Burchetts Green, Berkshire, SL6 3QP)

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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**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 CHILTERN LIMITED (the "Company")  
COMPANY NO: 3193571

### 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 CHILTERN LIMITED (the "Company")  
COMPANY NO: 3193571

#### 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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3193571

Name of company

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

\* Linden Homes Chiltern 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:

The business of the company is:

§ delete whichever  
is inappropriate

XXXXXXXXXXEIXXOXOXSXXXKXXXXKSXXXSOUXXXXXXVVOXDXSXSDXOXNGBXGBOGXBXNDTX\$  
POXXAKSKXPASAXUHOUSLXYDDEXSSXDOCXKXUXYMXSMMSXAACAPADAGBGOZEXOSGDYOXK  
  
MAMDKKKMMMGKMMAUHTAAYTODOR \$

---

(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/033343.112/22032726.2)

For official Use  
General

Rest 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



**Riders to Form 155(6)a**

**COMPANY:** LINDEN HOMES CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**RIDER 1**

**Directors and Addresses**

1. COATES, CHRISTOPHER (Chiltern House, Maltmans Lane, Gerrards Cross, Buckinghamshire, SL9 8RS)
2. DURDEN, GARY JAMES BSC HONS MRICS (33 Bridgman Road, London, W4 5BA)
3. GOLDING, PETER BRETT (Bluecoat, Salisbury Road, Horsham, West Sussex, RH13 0AJ)
4. PARKHOUSE, PAUL IAN (Woodwaye, Horsley Green, High Wycombe, Buckinghamshire, HP14 3UT)
5. RALSTON, IAN (25 Thanstead Copse, Loudwater, Buckinghamshire, HP10 9YH)
6. TAYLOR, GARY (The Thatched Cottage, Felden Lane, Felden, Hemel Hempstead, Hertfordshire, HP3 0BL)
7. TILMAN, DAVID WARD (Fairmead, Woodland Drive, East Horsley, Surrey, KT24 5AN)
8. TODD, HELEN ANNE FRAME (Stubbings Barn, Burchetts Green Lane, Burchetts Green, Berkshire, SL6 3QP)

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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

### **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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

#### **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.

**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

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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3193571

Name of company

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

\* Linden Homes Chiltern Limited (the "Company")

\* insert full name  
of company

~~X~~We 0 SEE RIDER 1

0 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

[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 ~~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

For official Use  
General Section

Post room

Page 1

DX 135316 BARBICAN 2  
(EDR/033343.112/22032726.2)

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] ~~XXXXXXXX~~ † 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 complete legibly, preferably in black type, or bold block lettering**

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

~~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) ~~We~~ 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

HAREFIELD, MIDDLESEX

**Declarants to sign below**

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.

David Kenneth Marsden, Solicitor  
Matthew Arnold and Edwin  
21 Station Road  
Watford  
Hertfordshire  
WD17 1HT

## 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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**RIDER 1**

**Directors and Addresses**

1. COATES, CHRISTOPHER (Chiltern House, Maltmans Lane, Gerrards Cross, Buckinghamshire, SL9 8RS)
2. DURDEN, GARY JAMES BSC HONS MRICS (33 Bridgman Road, London, W4 5BA)
3. GOLDING, PETER BRETT (Bluecoat, Salisbury Road, Horsham, West Sussex, RH13 0AJ)
4. PARKHOUSE, PAUL IAN (Woodwaye, Horsley Green, High Wycombe, Buckinghamshire, HP14 3UT)
5. RALSTON, IAN (25 Thanstead Copse, Loudwater, Buckinghamshire, HP10 9YH)
6. TAYLOR, GARY (The Thatched Cottage, Felden Lane, Felden, Hemel Hempstead, Hertfordshire, HP3 0BL)
7. TILMAN, DAVID WARD (Fairmead, Woodland Drive, East Horsley, Surrey, KT24 5AN)
8. TODD, HELEN ANNE FRAME (Stubbings Barn, Burchetts Green Lane, Burchetts Green, Berkshire, SL6 3QP)

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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

### **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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

#### **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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3193571

### Note

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

Name of company

\* Linden Homes Chiltern Limited (the "Company")

\* insert full name  
of company

XWe SEE RIDER 1

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

† delete as appropriate

~~Doxxed~~ [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 ~~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

For official Use  
General Section

Post room

DX 135316 BARBICAN 2  
(EDR/033343.112/22032726.2)

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] ~~XXXXXX~~ † 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 complete  
legibly, preferably  
in black type, or  
bold block lettering**

~~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)

(b) [REDACTED] (note 3)

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 HARFIELD, MIDDLESEX

Declarants to sign below

1111 - HFTx

on 

Day	Month	Year
22	03	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.

David Kenneth Madden, Solicitor  
Matthew Arnold and Baldwin  
21 Station Road  
Watford  
Hertfordshire  
WD17 1HT

## 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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**RIDER 1**

**Directors and Addresses**

1. COATES, CHRISTOPHER (Chiltern House, Maltmans Lane, Gerrards Cross, Buckinghamshire, SL9 8RS)
2. DURDEN, GARY JAMES BSC HONS MRICS (33 Bridgman Road, London, W4 5BA)
3. GOLDING, PETER BRETT (Bluecoat, Salisbury Road, Horsham, West Sussex, RH13 0AJ)
4. PARKHOUSE, PAUL IAN (Woodwaye, Horsley Green, High Wycombe, Buckinghamshire, HP14 3UT)
5. RALSTON, IAN (25 Thanstead Copse, Loudwater, Buckinghamshire, HP10 9YH)
6. TAYLOR, GARY (The Thatched Cottage, Felden Lane, Felden, Hemel Hempstead, Hertfordshire, HP3 0BL)
7. TILMAN, DAVID WARD (Fairmead, Woodland Drive, East Horsley, Surrey, KT24 5AN)
8. TODD, HELEN ANNE FRAME (Stubbings Barn, Burchetts Green Lane, Burchetts Green, Berkshire, SL6 3QP)

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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

### **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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

#### **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

— — — — —

3193571

Name of company

\* Linden Homes Chiltern Limited (the "Company")

~~X~~We ø SEE RIDER 1

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

```
XXXXXXXXXXXXX0609070800DAKKIKANSE0VSTUOUKTXWUDODDEOEAOTDXXNAEAOBQ9AXXDZEX $  
NXXXKSKXPSSNXGOTOSESUOOESOEEOOBXAUXOXHSEXNSAQAADDPAPAZABCOEBEZTSDZWYKA  
  
MMAAAAMMDPAGSOMUAUMAKKP0000X $
```

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

(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

Post room

Page 1

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 CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**RIDER 1**

**Directors and Addresses**

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3. GOLDING, PETER BRETT (Bluecoat, Salisbury Road, Horsham, West Sussex, RH13 0AJ)
4. PARKHOUSE, PAUL IAN (Woodwaye, Horsley Green, High Wycombe, Buckinghamshire, HP14 3UT)
5. RALSTON, IAN (25 Thanstead Copse, Loudwater, Buckinghamshire, HP10 9YH)
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**COMPANY:** LINDEN HOMES CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

**RIDER 2**

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**COMPANY:** LINDEN HOMES CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

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

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**COMPANY:** LINDEN HOMES CHILTERN LIMITED (the "Company")  
**COMPANY NO:** 3193571

#### **RIDER 4**

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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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  - 1.2 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, UB81EX  
Telephone +44 (0) 1895 522 000  
Facsimile +44 (0) 1895 522 020

The Directors  
Linden Homes Chiltern 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 Chiltern 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.

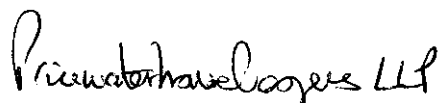
**Basis of opinion**

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*