

CHFP025

Please do not write in this margin **COMPANIES FORM No. 155(6)**a

Declaration in relation to assistance for the acquisition of shares

155(6)a

ease do not 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
	3193571

рою вюск јекс

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

- * insert full name of company
- ø insert name(s) and address(es) of all the directors

Name of company

* Linden Homes Chiltern Limited (the "Company")

XWe s SEE RIDER 1

- † delete as appropriate
- § delete whichever is inappropriate

The business of the company is:

 $\begin{picture} § \\ \begin{picture} \begin{p$

(c) something other than the above §

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

(Company number 2606856)

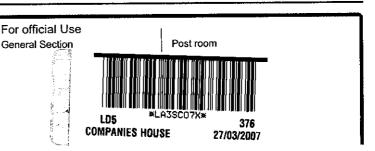
__XXXXXXXXXX

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

SEE RIDER 2

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

DX 135316 BARBICAN 2 (EDR/033343.112/22032773.2)



The assistance is to be given to: (note 2) LINDEN HOLDINGS LIMITED (Company No.0404970) (the "Pur	Will all
Linden House, Guards Avenue, Caterham, Surrey, CR3 5XL	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] [XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	† delete as
The Purchaser	appropriate
The principal terms on which the assistance will be given are:	
SEE RIDER 4	
	•
	<u> </u>
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	-10-m-2-1

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 egibly, preferably n black type, or sold block lettering

delete either (a) or (b) as appropriate

XWWe 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)

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.

Linder Home,

Guard Au

Declarants to sign below

Day Month Year Ĉ I

before me

SBOURNE ROAD REIGATE RH2 7LD

A Commissioner for Oaths or Notary Public or Justice of

the Peace or a Solicitor having the powers conferred on

a Commissioner for Oaths.

NOTES

on

- 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.

LINDEN HOMES CHILTERN LIMITED (the "Company")

COMPANY NO:

3193571

RIDER 2

The number and class of shares acquired is:

25,344,178 ordinary shares x £0.05 in the Parent

COMPANY: COMPANY NO:

LINDEN HOMES CHILTERN LIMITED (the "Company")

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 (the "Existing Facilities") of £229,000,000 provided by the Governor and Company of the Bank of Scotland.

Galliford Try PLC (the "Ultimate Parent") which has acquired the Purchaser, is proposing to refinance the Existing Facilities by drawing down under the Facility Agreement (as defined below) and related documents pursuant to which the Existing Facilities will be refinanced and new funds will be made available to, amongst others, the Ultimate Parent and the Company.

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 Ultimate Parent, (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.

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.



COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares



Please do not write in this margin	Pursuant to section 155(6) of the Compa	anies Act 1985			
Please complete legibly, preferably in black type, or bold block lettering	To the Registrar of Companies (Address overleaf - Note 5)	F	For official use	Company number 3193571	
Note	Name of company				
Please read the notes on page 3 before completing this form.	* Linden Homes Chiltern Lir	mited (the "Com	pany")		
* insert full name of company	XWe ø SEE RIDER 1				
ø insert name(s) and address(es) of all the directors					
† delete as appropriate	The business of the company is:	† of the above con	npany do solem	nly and sincerely declare that	
	• •	/x/xxx/*xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx		MANAMANAMANAMANAMANAMANAMANAMANAMANAMAN	
§ delete whichever is inappropriate	ZXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
	(c) something other than the above §				
	The company is proposing to give fina				
	(Company number 2606856)			XXXXXXXXX	
	The assistance is for the purpose of	XXXXXXXXXXXXXXX [red	ducing or discha	rging a liability incurred for the	
	purpose of that acquisition]. †	•	•		
	The number and class of the shares acc	quired or to be acquir	ed is: SEE R	IDER 2	
	Presentor's name address and reference (if any): CMS Cameron McKenna LLP	For official Use General Section	Post	room	

THE

Mitre House

DX 135316

London EC1A 4DD

160 Aldersgate Street

BARBICAN 2

(EDR/033343.112/22032773.2)

The assistance is to be given to: (note 2) LINDEN HOLDINGS LIMITED (Company No.0404970) (the Linden House, Guards Avenue, Caterham, Surrey, CR3 5XL	"Purchaser") Please do not write in this margin
Hinden nodbe, oddrab in billio, oddrab , i i i	Please complete
	legibly, preferabl in black type, or bold block lettering
The assistance will take the form of:	
SEE RIDER 3	
	i
The person who [has acquired] [XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	† delete as
The Purchaser	appropriate
The Fulchaser	
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	

within 8 weeks of the date hereof

The date on which the assistance is to be given is

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

When 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) W/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 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. DOLESEX

Declared at

Declarants to sign below

PG x

Day

Month

HAREF

Year

10

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, Soliciting Matthew Arnold and Baldwir 21 Station Road Watford Hertfordshire

WDI7 1H7

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

(PANY 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)

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LINDEN HOMES CHILTERN LIMITED (the "Company")

COMPANY NO:

3193571

RIDER 2

The number and class of shares acquired is:

25,344,178 ordinary shares x £0.05 in the Parent

COMPANY: COMPANY NO:

LINDEN HOMES CHILTERN LIMITED (the "Company")

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 (the "Existing Facilities") of £229,000,000 provided by the Governor and Company of the Bank of Scotland.

Galliford Try PLC (the "Ultimate Parent") which has acquired the Purchaser, is proposing to refinance the Existing Facilities by drawing down under the Facility Agreement (as defined below) and related documents pursuant to which the Existing Facilities will be refinanced and new funds will be made available to, amongst others, the Ultimate Parent and the Company.

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 Ultimate Parent, (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
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COMPANY: COMPANY NO:

LINDEN HOMES CHILTERN LIMITED (the "Company")

3193571

RIDER 4

Facility Agreement

- 1. Under the terms of the Facility Agreement the Company will, among other things:
- 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;
- 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;
- 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
- 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:
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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares



CHFP025			
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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	XWe ø SEE RIDER 1		
insert name(s) and address(es) of all the directors			
t delete as appropriate	The business of the company is:		
§ delete whichever is inappropriate	\$GXXQQQXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
	(c) something other than the above §		
	The company is proposing to give financial as	ssistance in connection with	the acquisition of shares in the
	(Line Line Line Line Line Line Line Line	den Limited (the "Par	rent")
	(Company number 2606856)		XXXXXXXXXX
	The assistance is for the purpose of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXX)\$XXXX (reducing or disch	arging a liability incurred for th
	The number and class of the shares acquired o	r to be acquired is: SEE	RIDER 2

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

DX 135316 BARBICAN 2 (EDR/033343.112/22032773.2) For official Use Post room General Section

TITUS EUU!

Page 1

the assistance is to be given to: (note 2) LINDEN HOLDINGS LIMITED (Company No.0404970) (the Linden House, Guards Avenue, Caterham, Surrey, CR3 5XL	Purchaser"} Please do not write in this margin
Linden House, Guards Avenue, Caternam, Surrey, Cho Sur	Please complete
	legibly, preferab in black type, or bold block lettering
The assistance will take the form of:	
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SEE RIDER 3	
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The person who [has acquired] [XXIXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	t delete as
	appropriate
The Purchaser	
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SEE RIDER 4	
[İ
}	1
The amount of cash to be transferred to the person assisted is £ Nil	
The distance of each to be stationard to the process of the same o	

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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

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) K/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 **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	A
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$\Lambda \cap$	~~~i~~i	anar far C	Nathe or Notany Pub	NIC OF JUSTICE OF

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 Marsean, Solicitors
Matthew Armold supply divide
21 Station Road
Watford
Hortfordshire
MAD 7 HOFT

NOTES

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Riders to Form 155(6)a

COMPANY:

LINDEN HOMES CHILTERN LIMITED (the "Company")

COMPANY NO: 3193571

RIDER 1

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COMPANY: COMPANY NO:

LINDEN HOMES CHILTERN LIMITED (the "Company")

3193571

RIDER 2

The number and class of shares acquired is:

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LINDEN HOMES CHILTERN LIMITED (the "Company")

COMPANY NO:

3193571

RIDER 3

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

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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;
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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.



CHFP025

Please do not write in this

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

3						
Please complete egibly, preferably n black type, or old block lettering	To the Registrar of Companies (Address overleaf - Note 5)		For official use	Company number 3193571		
_	Name of company					
lote Please read the notes n page 3 before ompleting this form.	* Linden Homes Chiltern Li	mited (the "Co	ompany")			
insert full name of company	XWe ø SEE RIDER 1					
insert name(s) and address(es) of all the directors						
delete as appropriate	NOW XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	T of the above c	ompany do solem	inly and sincerely declare that		
	The business of the company is:					
delete whichever is inappropriate	§ XHXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
	SOCKIX MESSICKIA KATANGA KANAKANIKAN KANAKAN K		txindexindexinxecitx	KARAMASI NIKANTARANTAKANANA		
	(c) something other than the above §					
	The company is proposing to give fin	ancial assistance i	n connection with	the acquisition of shares in the		
	(XXXXXXXX) [company's holding compan	y <u>Linden Limi</u>	ted (the "Par	ent")		
	(Company number 2606856)			XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
	The assistance is for the purpose of) <i>XXXXXXXXXXXXXXXX</i> [reducing or discha	urging a liability incurred for the		
	purpose of that acquisition]. †					
	The number and class of the shares ac	equired or to be acq	uired is: SEE R	IDER 2		
	Presentor's name address and					
	reference (if any) :	For official Use	Post	room		

Page 1

DX 135316 BARBICAN 2 (EDR/033343.112/22032773.2)

CMS Cameron McKenna LLP

160 Aldersgate Street

Mitre House

London EC1A 4DD Post room

General Section

The assistance is to be given to: (note 2)				No.0404970) (the "Pu	write in this
Linden House, Guards Avenue,	Caternam,	surrey,	CK3 SAL		margin Please complete
		.,		-,***	legibly, preferab in black type, or bold block lettering
The assistance will take the form of:					
SEE RIDER 3	<u> </u>		<u> </u>		
					l l
1					
ĺ					
The person who [has acquired] [MAKKXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	₩ the sha	res is:			† delete as appropriate
The principal terms on which the assist	ance will be giv	en are:			
	····				
SEE RIDER 4					
					ļ
]					j
		······································			
The second of each to be transferred t	n the nerson as	? zi hatsis:	Nil		
The amount of cash to be transferred t	o trie person ac	30000 10 2			

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 XWe 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)

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, MIDDLESTX

Declared at

Declarants to sign below

Day

Month

Year

on

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-IHT

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: COMPANY NO:

LINDEN HOMES CHILTERN LIMITED (the "Company")

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.

LINDEN HOMES CHILTERN LIMITED (the "Company") 3193571

COMPANY NO:

RIDER 2

The number and class of shares acquired is:

25,344,178 ordinary shares x £0.05 in the Parent

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 (the "Existing Facilities") of £229,000,000 provided by the Governor and Company of the Bank of Scotland.

Galliford Try PLC (the "Ultimate Parent") which has acquired the Purchaser, is proposing to refinance the Existing Facilities by drawing down under the Facility Agreement (as defined below) and related documents pursuant to which the Existing Facilities will be refinanced and new funds will be made available to, amongst others, the Ultimate Parent and the Company.

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 Ultimate Parent, (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: COMPANY NO:

LINDEN HOMES CHILTERN LIMITED (the "Company")

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;
- 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.



Please do not write in this

margin

CHFP025

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares



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

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
	3193571

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

- * insert full name of company
- ø insert name(s) and address(es) of all the directors

Name of company

Linden Homes Chiltern Limited (the "Company")

XWe ø SEE RIDER 1

† delete as appropriate

§ delete whichever is inappropriate

DOCUMENTAL [all the directors] to of the above company do solemnly and sincerely declare that: The business of the company is:

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the Linden Limited (the "Parent") KXXXXXX [company's holding company

(Company number 2606856)

XXXXXXXX

purpose of that acquisition]. †

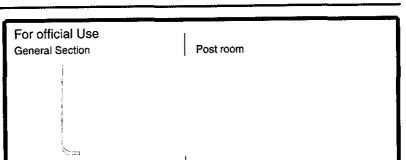
The number and class of the shares acquired or to be acquired is:

SEE RIDER 2

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

CMS Cameron McKenna LLP Mitre House 160 Aldersgate Street London EC1A 4DD

BARBICAN 2 DX 135316 (EDR/033343.112/22032773.2)



The assistance is to be given to: (note 2) LINDEN HOLDINGS LIMITED (Company No.0404970) (the Linden House, Guards Avenue, Caterham, Surrey, CR3 5XL	e "Purchaser") Please do not write in this margin
	Please complete legibly, preferab in black type, or bold block lettering
The assistance will take the form of:	
SEE RIDER 3	
	i
The second is:	† delete as
The person who [has acquired] [XXIXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	appropriate
The Purchaser	<u> </u>
The principal terms on which the assistance will be given are:	
SEE RIDER 4	
	į
	l
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

XWe 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)

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

HAREFIERD, MIDDLESEX

IR X

Declared at

Declarants to sign below

Day Month

Year

on

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

Hentfordshire 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.

LINDEN HOMES CHILTERN LIMITED (the "Company")

COMPANY NO:

3193571

RIDER 2

The number and class of shares acquired is:

25,344,178 ordinary shares x £0.05 in the Parent

COMPANY: COMPANY NO:

LINDEN HOMES CHILTERN LIMITED (the "Company")

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 (the "Existing Facilities") of £229,000,000 provided by the Governor and Company of the Bank of Scotland.

Galliford Try PLC (the "Ultimate Parent") which has acquired the Purchaser, is proposing to refinance the Existing Facilities by drawing down under the Facility Agreement (as defined below) and related documents pursuant to which the Existing Facilities will be refinanced and new funds will be made available to, amongst others, the Ultimate Parent and the Company.

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 Ultimate Parent, (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: COMPANY NO:

LINDEN HOMES CHILTERN LIMITED (the "Company")

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

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares



Please do not write in this margin	Pursuant to section 155(6) of the Companies Act 196	55	
Please complete	To the Registrar of Companies	For official use	Company number
legibly, preferably in black type, or bold block lettering	(Address overleaf - Note 5)		3193571
Note	Name of company		
Please read the notes on page 3 before completing this form.	* Linden Homes Chiltern Limited (th	e "Company")	
* insert full name of company	XWe s SEE RIDER 1		
ø insert name(s) and address(es) of all the directors			
† delete as appropriate	The huminess of the company is:	pove company do solem	nly and sincerely declare that:
	The business of the company is:	\{\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	3 VEREN VANA ANA ANA ANA ANA ANA ANA ANA ANA ANA
\$ delete whichever is inappropriate	DOODSKXXDEENEMIKAKKXXDEEKHOXXEKKXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
	§ XOCOCKXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
	(c) something other than the above §		
	The company is proposing to give financial assist		
	KXXXXXX [company's holding company Linden	Limited (the "Par	ent")
	(Company number 2606856)		XXXX
	The assistance is for the purpose of MAXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	X)60X [reducing or discha	arging a liability incurred for the
	purpose of that acquisition]. †		
	The number and class of the shares acquired or to	be acquired is: SEE R	IDER 2

For official Use

General Soction

Mitre House 160 Aldersgate Street London EC1A 4DD

Presentor's name address and

CMS Cameron McKenna LLP

reference (if any):

DX 135316 BARBICAN 2 (EDR/033343.112/22032773.2) Post room

Page 1

The assistance is to be given to: (note 2) LINDEN HOLDINGS LIMITED (Company No.0404970) (the "Purchaser") Linden House, Guards Avenue, Caterham, Surrey, CR3 5XL	Please do not write in this margin
	Please complet legibly, preferal in black type, of bold block
	lettering
The assistance will take the form of:	
SEE RIDER 3	
The person who [has acquired] [XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	t delete as
The Purchaser	appropriate
	-
The principal terms on which the assistance will be given are:	
SEE RIDER 4	
	j
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	_

within 8 weeks of the date hereof

The date on which the assistance is to be given is

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)

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

PPX

Day Month Year

71201320017

before me

on

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

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- 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:

25,344,178 ordinary shares x £0.05 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 (the "Existing Facilities") of £229,000,000 provided by the Governor and Company of the Bank of Scotland.

Galliford Try PLC (the "Ultimate Parent") which has acquired the Purchaser, is proposing to refinance the Existing Facilities by drawing down under the Facility Agreement (as defined below) and related documents pursuant to which the Existing Facilities will be refinanced and new funds will be made available to, amongst others, the Ultimate Parent and the Company.

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 Ultimate Parent, (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: COMPANY NO:

LINDEN HOMES CHILTERN LIMITED (the "Company")

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

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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares



do not Pursua

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

iidigiii			
Please complete egibly, preferably n black type, or pold block lettering	To the Registrar of Companies (Address overleaf - Note 5)	For official use	Company number
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 ø SEE RIDER 1		
insert name(s) and address(es) of all the directors			
delete as	[X) exx (X) (X) [all the directors] † of the	above company do solem	nly and sincerely declare tha
appropriate	The business of the company is:		•
delete whichever is inappropriate	OPPOKADOPENIKA KANANIKA KANDONI POKANIKA KANDONI POKANIKA KANDONI POKANIKA KANDONI POKANDA KANDONIKA KANDO		

(c) something other than the above §

(Company number 2606856)

__XXXXXXXXX

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

SEE RIDER 2

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

DX 135316 BARBICAN 2 (EDR/033343.112/22032773.2)

For official Use General Section	Post room	-
: :		
; ; ;		
No.		

The assistance is to be given to: (note 2) LINDEN HOLDINGS LIMITED (Company No.0404970) (the "Purchaser") Linden House, Guards Avenue, Caterham, Surrey, CR3 5XL	Please do not write in this margin
The assistance will take the form of:	Please complet legibly, preferal in black type, of bold block lettering
SEE RIDER 3	
The person who [has acquired] [XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	† delete as
The Purchaser	appropriate
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 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	_

within 8 weeks of the date hereof

The date on which the assistance is to be given is

Plèase do not write in this margin

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) If 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) NOON CONTROLL SAND CONTROL

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

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

Year

a Commissioner for Oaths.

David Kenneth Marsden, c Matthew Arnold and Baldwill 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.
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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:

25,344,178 ordinary shares x £0.05 in the Parent

COMPANY: COMPANY NO:

LINDEN HOMES CHILTERN LIMITED (the "Company")

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 (the "Existing Facilities") of £229,000,000 provided by the Governor and Company of the Bank of Scotland.

Galliford Try PLC (the "Ultimate Parent") which has acquired the Purchaser, is proposing to refinance the Existing Facilities by drawing down under the Facility Agreement (as defined below) and related documents pursuant to which the Existing Facilities will be refinanced and new funds will be made available to, amongst others, the Ultimate Parent and the Company.

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 Ultimate Parent, (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: COMPANY NO:

LINDEN HOMES CHILTERN LIMITED (the "Company")

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.



Please do not write in this

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares



margin

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

bold block lettering

Note

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

- * insert full name of company
- ø insert name(s) and address(es) of all the directors

To the	Regi	strar	of C	ompa	nies
(Addre	ess c	veri	eaf ·	- Note	: 5)

For official use	Company number		
	3193571		

Name of company

Linden Homes Chiltern Limited (the "Company")

XWe & SEE RIDER 1

† delete as appropriate

§ delete whichever is inappropriate

DIEXTENSIVE [all the directors] † of the above company do solemnly and sincerely declare that: The business of the company is:

NA KAPEK KAKKEEGOCKPEK KEEKKEEKFAKATOKATOKAKEEGA KEEKKATAKKKAKAKEEK KEEKKAK KEEKKATOEK TAKAKAKAKEEK

(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 Limited (the "Parent")

(Company number 2606856)

XXXXXXXXX

purpose of that acquisition]. †

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

SEE	RIDER	2	
	•		

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

EC1A 4DD

DX 135316 BARBICAN 2 (EDR/033343.112/22032773.2) For official Use **General Section** Post room

The assistance is to be given to: (note 2) Linden House, Guards Avenue, Caterham, Surrey, CR3 5XL	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:	1
SEE RIDER 3	
The person who [has acquired] [XXIXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	† delete as
The Purchaser	appropriate
The Fulchaser	-
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 amount of cash 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 XWe 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)

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

AREFIELD, MIDDLESE*

GTX

Declared at

12 th W.

Declarants to sign below

David Kenneth Marsden, Solicitor

Day

Month

Year

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. 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)

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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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COMPANY: COMPANY NO:

LINDEN HOMES CHILTERN LIMITED (the "Company")

3193571

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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 holding company, Linden 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.

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

Vicunationaue Copas LLP

Chartered Accountants and Registered Auditors