

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


4391802

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

Name of company

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

\* insert full name  
of company

X/We 0 SEE RIDER 1

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

† delete as appropriate

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

**The business of the company is:**

§ delete whichever  
is inappropriate

[illegible]

(c) something other than the above §

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

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

(the "Parent") (company number 4040970)

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

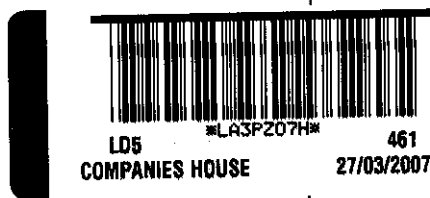
The number and class of the shares acquired or to be acquired is: SEE RIDER 2

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

DX 135316      BARBICAN 2  
(EDR/033343.112/22032726.1)

**For official Use**  
**General Section**

Post room



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

Please do not  
write in this  
margin

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

The assistance will take the form of:

SEE RIDER 3

The person who [has acquired] ~~nil~~ † 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)

[illegible]

Declared at London House, Great House, Declarants to sign below  
Catlin, Sunny 023 5X2 DTx [Signature]

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.

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 NEW HOMES LIMITED (the "Company")  
**COMPANY NO:** 4391802

**RIDER 1**

**Directors and Addresses**

1. MORRISSEY, BRENDAN JACOB (50 Silverhill Road, Willesborough-Lees, Ashford, Kent, TN24 0NZ)
2. TILMAN, DAVID WARD (Fairmead, Woodland Drive, East Horsley, Surrey, KT24 5AN)

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

**COMPANY:** LINDEN NEW HOMES LIMITED (the "Company")  
**COMPANY NO:** 4391802

**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 NEW HOMES LIMITED (the "Company")  
**COMPANY NO:** 4391802

### **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 NEW HOMES LIMITED (the "Company")  
COMPANY NO: 4391802

#### 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.

The Directors  
Linden New Homes 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 New Homes 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.

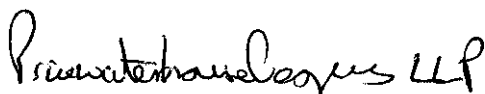
**Basis of opinion**

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



COMPANIES HOUSE

27/03/2007