

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

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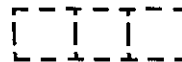
Pursuant to section 155(6) of the Companies Act 1985

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



4059868

Name of company

* New Baxi Holdings Limited

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

* insert full name
of company

~~X~~We Mark John Edwards of The Glen, 35 Hazelwood Road, Duffield, Derby,
DE56 4DP and

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

Adrian Egerton Darling of 30 Lakeside Crescent, Lakeside Grange,
Weymouth, Surrey KG13 9ZE

*Am
use
in*

bridge

† delete as
appropriate

~~XXXXXXXXXXXX~~ [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this company is:

- (a) ~~that of a company authorised under the Banking Act 1987 to carry on banking business in the United Kingdom~~
- (b) ~~that of a person authorised under section 1 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~
- (c) something other than the above§

This company is [the] ~~[X]~~ holding company of* Pneumatec (Air Engineering) Limited
(registered no. 721643) ("the Subsidiary") which is
proposing to give financial assistance in connection with the acquisition of shares
in ~~XXXXXXXXXX~~ Baxi Group Limited

the holding company of this company.†

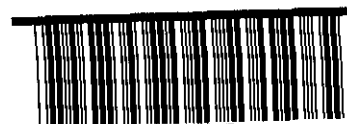
Presenter's name address and
reference (if any):

Dickson Minto W.S.
Royal London House
22-25 Finsbury Square
London EC2A 1DX

Ref: BaxiGroup.lpd

For official Use
General Section

Post room



LD3
COMPANIES HOUSE

0275
19/03/04

Please do not
write in this
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**Please complete
legibly, preferably
in black type, or
bold block
lettering**

The assistance is to be given to: (note 2) Global Heating Products plc,
whose registered office is at Royal London House, 22-25 Finsbury Square,
London, EC2A 1DX

See Rider B

† delete as appropriate

See Rider C

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

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

☒ We have formed the opinion, as regards this 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 this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

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

(b) ~~We intend to commence the winding up of the company within 12 months of that date, and we have formed the opinion that this company will be able to pay its debts in full within 12 months of commencing the winding up~~* (note 3)

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

Declared at

Declarants to sign below

22-25 Kingsbury Square, London

on

Day	Month	Year
12	03	2004

before me RACHEL MILES, Rachel Miles
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

- 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
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

NEW BAXI HOLDINGS LIMITED

Company No 4059868

Rider B

The execution, delivery and performance of the Subsidiary of its obligations under:

- (a) a composite guarantee and debenture between the Charging Companies (as defined therein) and The Royal Bank of Scotland plc as security trustee (the "**Security Trustee**") for certain Secured Parties (as defined therein), to be dated on or around the date hereof, pursuant to which the Subsidiary (together with the other above-referred Charging Companies) shall (a) guarantee payment to the Security Trustee of all monies owing at the time or at any time after the date of the composite guarantee and debenture by each Group Company (as defined therein) other than itself to the above-referred Secured Parties; and (b) grant fixed and floating charges in favour of the Security Trustee over all of its assets and undertakings by way of security for the payment and discharge of the Secured Obligations (as defined therein) (the "**Composite Guarantee and Debenture**");
- (b) an inter company loan agreement between, *inter alia*, Baxi Holdings Limited and GHP Midco Limited and Global Heating Products plc as borrowers and the Subsidiary (together with the other specified group companies therein defined as the "Lenders"), to be dated on or around the date hereof pursuant to which the Subsidiary and the other Lenders shall make available to the borrowers a revolving credit facility to be used by Global Heating Products plc and the other borrowers to discharge their obligations under the Finance Documents (as defined therein), payments of loan stock, costs and expenses associated with the Acquisition (as defined therein) and for other general corporate purposes of the group (the "**Inter-Company Loan Agreement**").
- (c) an indenture to be entered into between Global Heating Products plc (Registered No. 5014835) (name to be changed to Heating Finance plc) either, Deutsche Trustee Company Limited or Bank of New York and the Subsidiary constituting senior subordinated notes of Global Heating Products plc (Registered No. 5014835) (name to be changed to Heating Finance plc) (the "**Notes**"), pursuant to which the Subsidiary shall jointly and severally with other persons guarantee to each holder of such Notes all sums payable in connection with such Notes (the "**Indenture**"); and
- (d) a purchase agreement between Global Heating Products plc (Registered No. 5014835) (name to be changed to Heating Finance plc), the Subsidiary, The Royal Bank of Scotland plc and others (the "**Purchase Agreement**") in which the Subsidiary makes certain representations and warranties to The Royal Bank of Scotland plc as to its constitution, standing, business and other matters and jointly and severally with other persons indemnifies The Royal Bank of Scotland plc from certain losses, liabilities, costs, claims, damages and expenses in relation to such representations, warranties and other matters in connection with the issue of the Notes referred to above.

NEW BAXI HOLDINGS LIMITED

Company No 4059868

Rider C

1. By executing the Composite Guarantee and Debenture, the Subsidiary:
 - (a) guarantees payment to the Security Trustee of all monies owing at the time or at any time after the date of the Composite Guarantee and Debenture under all or any of the Secured Documents by any Group Company (both terms as defined therein), including Global Heating Products plc,
 - (b) covenants with the Security Trustee (as agent and trustee for the Secured Parties) that it shall, to the extent that the same have fallen due and have not been paid pursuant to the terms of the Facility Agreements (as defined therein), pay to the Security Trustee on demand all costs and expenses incurred by the Security Trustee in relation to the Composite Guarantee and Debenture and each Security Accession Deed (as defined therein) and the protection or enforcement of the Security Trustee's rights thereunder and under each Security Accession Deed.
 - (c) charges with full title guarantee, as continuing security for the payment of the Secured Obligations (as defined therein) in favour of the Security Trustee:
 - by way of legal mortgage all estates or interests in the Legally Mortgaged Property (as defined therein);
 - by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of the security belonging to the Subsidiary (other than the above-referred Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Subsidiary;
 - by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Subsidiary both present and future;
 - by way of fixed charge all book debts and other debts now and from time to time due or owing to the Subsidiary the Debts (as defined therein) and (subject to certain provisions contained therein) all monies which the Subsidiary receives in respect thereof;
 - by way of fixed charge (subject to certain conditions contained therein) all balances standing to the credit of any current, deposit or other account of the Subsidiary with the Security Trustee or any

other Secured Party (as defined therein) or with other bankers, financial institutions or similar third parties;

- by way of fixed charge the Securities (as defined therein);
- by way of fixed charge the goodwill of the Subsidiary and its uncalled capital at the time or at any time after the date of the Composite Guarantee and Debenture in existence;
- by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the time or at any time after the date of the Composite Guarantee and Debenture belonging to the Subsidiary and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and
- by way of floating charge the whole of the Subsidiary's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge by the Composite Guarantee and Debenture.

- (d) covenants that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:
- (i) create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) as defined in the Senior Credit Agreement whether in any such case ranking in priority to or pari passu with or after the security created by the Composite Guarantee and Debenture; or
 - (ii) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Facility Agreements (as defined therein);
- (e) agrees, at the request of the Security Trustee to execute in favour of the Security Trustee, or as it may direct, such further or other legal assignments, transfers, mortgages, charges or other documents as in any such case the Security Trustee shall stipulate over the Subsidiary's estate or interest in any property or assets of whatsoever nature or tenure and wheresoever situate, for the purpose of more effectively perfecting or protecting the security intended to be provided under the Composite Guarantee and Debenture hereby or for facilitating (if and when such security has become enforceable) the enforcement of such security.

2. By executing the Inter-Company Loan Agreement the Subsidiary makes available to the Borrowers (as defined therein) a revolving credit facility, the purpose of which is to enable the above-referred Borrowers to discharge their obligations under the Finance Documents (as defined therein), payments of loan stock, costs and expenses associated with the Acquisition (as defined therein) and for other general corporate purposes of the Group (as defined therein).
3. By executing the Indenture, the Subsidiary shall jointly and severally with other persons guarantee to each holder of such Notes all sums payable in connection with such Notes.
4. By executing the Purchase Agreement, the Subsidiary makes certain representations and warranties to the Royal Bank of Scotland plc as to its constitution, standing, business, and other matters and jointly and severally with other persons indemnifies The Royal Bank of Scotland plc from certain losses, liabilities, costs, claims, damages and expenses in relation to such representations, warranties and other matters in connection with the issue of the Notes.

PricewaterhouseCoopers LLP
Cornwall Court
19 Cornwall Street
Birmingham B3 2DT
Telephone +44 (0) 121 200 3000
Facsimile +44 (0) 121 200 2464

The Directors
New Baxi Holdings Limited
Pentagon House
Sir Frank Whittle Road
Derby DE21 4XA

12 March 2004

Our ref: B10/C19

Dear Sirs

Auditors' report to the directors of New Baxi Holdings Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of New Baxi Holdings Limited ("the Company") dated 12 March 2004 in connection with the proposal that the Company's subsidiary undertaking, Pneumatec (Air Engineering) Limited, should give financial assistance for the purchase of the ordinary shares of the Company's ultimate holding company, Baxi Group 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 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