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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

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

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] [] [] [] [] []

959164

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

Name of company

* THE MCGILL FINANCE COMPANY LIMITED
(the "Company")

*Insert full name
of company

†We† THE PERSONS NAMED IN APPENDIX 1 TO THIS FORM

†Insert name(s) and
address(es) of all
the directors

§Delete as
appropriate

~~(the sole director)~~ [all the directors]§ of the above company do solemnly and sincerely declare that:

The business of the company is:

†Delete whichever
is inappropriate

- ~~(a) that of a recognised bank licensed institution§ within the meaning of the Banking Act 1979†~~
~~(b) that of a person authorised under section 9 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom†~~
(c) something other than the above†

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

~~[company]~~ ~~[company's holding company]~~ COMPANY'S ULTIMATE HOLDING COMPANY

LEWCAN LIMITED ~~limited~~†

The assistance is for the purpose of ~~(that 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: 1,500,002

ORDINARY SHARES OF £1.00 EACH

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

Eversheds Solicitors
London Scottish House
24 Mount Street
Manchester
M2 3DB
DX: 14344 Manchester-1
Ref: SR.CT.83008

For official use
General Section

Post room



The assistance is to be given to: (note 2) QUICKS GROUP PLC (COMPANY NUMBER: 158215)

REGISTERED OFFICE: CENTRE HOUSE, VILLAGE WAY, TRAFFORD PARK, MANCHESTER,

M17 10G.

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The assistance will take the form of:

AS SPECIFIED IN APPENDIX 2 TO THIS FORM

The person who [has acquired] ~~[will acquire]~~* the shares is:

QUICKS GROUP PLC (COMPANY NUMBER: 158215)

*Delete as
appropriate

The principal terms on which assistance will be given are:

AS SPECIFIED IN APPENDIX 3 TO THIS FORM

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 DATE OF THIS FORM 19 XX

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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 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) ~~[It is intended to commence the winding-up of the company within 12 months of that date, and †We have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]† (note 3)~~

And I/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 Leeds-Salford House
Manchester

the 18 day of December

One thousand nine hundred and Nineteen

before me J. Connolly

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

Declarants to sign below

[Handwritten signatures]

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.

*Kup.
JE*

THE MCGILL FINANCE COMPANY LIMITED
APPENDICES TO FORM 155(6)a

APPENDIX 1

Name: Peter John Egerton
Address: The Wilderness, Lea Laughton, Horton, Nr. Rudyard ST13 8PZ

Name: Alexander Barclay Murray
Address: 24 Harrop Road, Hale, Altrincham, Cheshire CW15 9DQ

Name: Richard Barber
Address: Dancers End Lodge, Dancers End, Nr Tring, Herts HP23 6JY

Handwritten signature

THE MCGILL FINANCE COMPANY LIMITED

APPENDICES TO FORM 155(6) a

APPENDIX 2

The definitions contained in Appendix 3 to this Form 155 (6) a shall apply herein.

1. The entering into of the following (or of the documents relating thereto) to which (other than in relation to item 1.4) the Company is to be a party as the same may be amended varied supplemented or substituted from time to time:-

- 1.1 a term loan and revolving credit facility agreement for the provision of:

- 1.1.1 a £25,000,000 secured term loan (the "Term Loan Facility") and a £10,000,000 revolving credit facility (the "Revolving Credit Facility") to Quicks Group plc (the "Parent"), the Company and the other members of the Charging Group by the financial institutions referred to therein as banks (the "Banks");

to be made between the Parent, the Company and the other members of the Charging Group (as borrowers), NatWest Capital Markets Limited as arranger, National Westminster Bank Plc as agent (the "Agent") and the Banks (the "Credit Agreement"), the Credit Agreement incorporating a cross guarantee to be given by each of the Parent, the Company and each of the other members of the Charging Group to the National Westminster Bank Plc as agent and trustee (the "Security Trustee") for the Banks and the Bilateral Banks (as defined in clause 1.2 below) as beneficiaries (the "Beneficiaries") guaranteeing, among other obligations, sums due under the Credit Agreement and the Bilateral Facility Letters (as defined in clause 1.2 below) (the "Guarantee");

- 1.2 three bilateral facility letters for the provision of an aggregate £15,000,000 overdraft facility (the "Overdraft Facility") and an aggregate £4,000,000 peak overdraft facility (the "Peak Overdraft Facility") to be provided to the Parent, the Company and the other

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members of the Charging Group by each of National Westminster Bank Plc, Clydesdale Bank PLC and Barclays Bank PLC as bilateral banks (the "Bilateral Banks") and such bilateral facility letters to be entered into between the Parent, the Company and the other members of the Charging Group and separately each of National Westminster Bank Plc, Clydesdale Bank PLC and Barclays Bank PLC in their capacity as a Bilateral Bank (the "Bilateral Facility Letters");

- 1.3 a form of composite debenture to be entered into by each of the Parent, the Company and the other members of the Charging Group in favour of the Security Trustee as agent and trustee for the Banks and the Bilateral Banks securing, among other obligations, sums due under the Credit Agreement and the Bilateral Facility Letters and all sums due under the Guarantee and the Standard Security (as defined in clause 1.4 below) (the "Debenture");
- 1.4 forms of standard security to be granted by H & J Quick Limited in favour of the Security Trustee as agent and trustee for the Banks and the Bilateral Banks securing, among other obligations, sums due under the Credit Agreement and the Bilateral Facility Letters and all sums due under the Guarantee (the "Standard Security");
- 1.5 an intercreditor agreement regulating certain rights and obligations between the Agent, the Banks, the Bilateral Banks and the Security Trustee and to which the Parent, the Company and each of the other members of the Charging Group would become a party (the "Intercreditor Agreement"); and
- 1.6 an intra group funding agreement to be made between the Parent, the Company and the other members of the Charging Group (the "Intra Group Funding Agreement").

N. sup.
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THE MCGILL FINANCE COMPANY LIMITED

APPENDICES TO FORM 155(6)a

APPENDIX 3

1. Under the terms of the Guarantee contained in the Credit Agreement the Company, inter alia, guarantees to the Security Trustee as agent and trustee for the Beneficiaries the performance of the obligations of the Parent and the other members of the Charging Group owing at any time to the Security Trustee as agent and trustee for the Banks and the Bilateral Banks. The obligations include the obligations of the Parent and each of the other members of the Charging Group from time to time under the following:-
 - 1.1 the Credit Agreement;
 - 1.2 the Bilateral Facility Letters;
 - 1.3 the Debenture; and
 - 1.4 the Standard Security.
2. Under the terms of the Debenture the Company further charges all of its assets and undertaking (with the exception of such assets as may from time to time be subject to the Stock Lenders' Security (as defined in the Credit Agreement)) as security for the payment and discharge of all moneys, liabilities and obligations owing at any time to the Security Trustee as agent and trustee for the Beneficiaries including the obligations in respect of the Guarantee outlined in paragraph 1 above and in respect of the Credit Agreement, the Bilateral Facility letters and the Standard Security.
3. Under the terms of the Intra Group Funding Agreement, the Company and other members of the Charging Group agree, inter alia, to provide funds to enable the Parent, the Company and other members of the Charging Group to meet their obligations to the Agent, the Banks and the Bilateral Banks under or in connection with the Credit Agreement and the Bilateral Facility Letters and also to make loans to the Parent to enable the Parent to repay the Loan Note.

In entering into the various documents referred to above the Company is entering into obligations and assuming liabilities and giving security in connection with the acquisition of the shares in the Company's ultimate holding company Lewcan Limited and may in the future be called upon pursuant to any of the documents referred to in this declaration to discharge obligations and/or liabilities arising in connection with the acquisition of shares in the Company's ultimate holding company Lewcan Limited by the Parent.

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N
N
N*

Definitions:

"Charging Group"	Quicks Group plc, H & J Quick Limited, Quicks Finance Limited and Vertcell Limited, the Company, Andre Baldet Limited, Lewcan Limited, JJ Leadley Limited, Godfrey Davis (Trust) Limited, Dunham & Haines Limited, Plumtree Motor Company Limited, Godfrey Davis Motor Group Limited, G E Harper Limited, The McGill Group Limited, Executive Motors (Stevenage) Limited, Clarks Garage (Narborough) Limited, Executive Motor Group Limited, Stanro (Holdings) Limited, Quicks (1997) Properties Limited and Quicks (1997) Motor Holdings Limited;
"Loan Note"	the £6,000,000 loan note issued by the Parent to the Vendor in connection with the Acquisition;
"Vendor"	Caverdale Group plc.

**AUDITORS' STATUTORY REPORT TO THE DIRECTORS OF THE MCGILL FINANCE
COMPANY LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors of The McGill Finance Company Limited ("the Company") dated 18 December 1997 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging liabilities incurred in relation to the purchase of shares in the Company's ultimate holding company Lewcan Limited.

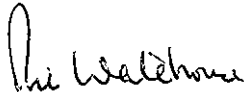
Basis of Opinion

We have inquired 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



PRICE WATERHOUSE

18 December 1997