

THE COMPANIES ACT 1985

THE MCGILL FINANCE COMPANY LIMITED

(Company Number 959164)

SPECIAL RESOLUTIONS

At an Extraordinary General Meeting of the above named Company held at London Scottish House, 24 Mount Street, Manchester on 18.12. 1997 the following Resolutions were passed as Special Resolutions of the Company:-

1. That the provisions (as the same may be amended, varied, supplemented or substituted from time to time) of the documents referred to below which Quicks Group plc (the "Parent"), H & J Quick Limited ("H&J"), Quicks Finance Limited ("Quicks Finance") and Vertcell Limited ("Vertcell") (together the Parent, H&J, Quicks Finance and Vertcell being the "Original Quicks Companies") and certain of the companies forming part of the motor retail division of Caverdale Group plc (the "Vendor") acquired by the Parent on 18 November 1997 (the "Acquisition"), being 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, Clarks Garage (Narborough) Limited, Executive Motors (Stevenage) Limited, Executive Motor Group Limited, Stanro (Holdings) Limited, Quicks (1997) Properties Limited and Quicks (1997) Motor Holdings Limited (together being the "Target Charging Companies" and together the Original Quicks Companies and the Target Charging Companies being the "Charging Group"), is proposing to enter into and grant, where relevant, in connection with (inter alia) the Acquisition and the proposed financial reorganisation for the enlarged group be and are hereby approved and (notwithstanding any provisions of the Memorandum and Articles of Association of the Company or any personal interest of any of the directors) the directors of the Company be and are hereby empowered, authorised and directed to



complete and enter into such documents being:-

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

1.1.1 a £25,000,000 term loan (the "Term Loan Facility") and a £10,000,000 revolving credit facility (the "Revolving Credit Facility") to 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 for the Banks and the Bilateral Banks (as defined in clause 1.2 below) as beneficiaries (the "Security Trustee") 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 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").
2. That notwithstanding that the entering into and granting of the Credit Agreement, the Bilateral Facility Letters, the Debenture and the Intra Group Funding Agreement would constitute financial assistance within the meaning of sections 151-158 (inclusive) of the Companies Act 1985, such entry and grant and the giving of such financial assistance is in the best interests of the Company.
 3. That the giving of such financial assistance be and is hereby approved and that the Company entering into and/or granting the Credit Agreement, the Bilateral Facility Letters, the Debenture, the Intra Group Funding Agreement and the Intercreditor Agreement be and is hereby approved.

4. That the Memorandum of Association of the Company be amended as follows:-

By the deletion of the existing clause 3 (j) and the insertion of the following new clause 3 (j):

- 3 (j) Either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee or indemnity, and so as to be an independent object of the Company, to guarantee and give indemnities in respect of the performance of the obligations and/or the discharge of the liabilities of any person, firm or company including (without limiting the generality of the foregoing) any company which is for the time being the Company's holding company or subsidiary (both as defined by the Companies Act 1985) ("holding company" and "subsidiary" respectively) or a subsidiary of the Company's holding company or otherwise associated with the Company in business and in respect of any obligations and/or liabilities including the payment of capital or principal together with any premium of and any dividends or interest on or other payment in respect of loans, credits, stocks, shares or securities or other obligations or liabilities of any nature whatsoever and without limiting the generality of the foregoing obligations and/or liabilities for the repayment of money and/or discharge of liabilities both present and future, actual or contingent and insofar as the same is not prohibited by law, obligations and liabilities incurred in connection with or for the purpose of the acquisition of shares in the Company or for the time being the Company's holding company due, owing or incurred to bankers or any other person by any company, firm or person, and in particular, (but not by way of limitation) by the Company's holding company or a subsidiary of the Company or of the Company's holding company or any company which is contemplated to become the Company's holding company, or otherwise associated with the Company in business or of any company, firm or person which the directors of the Company shall think appropriate or for any purpose whatsoever as the Company sees fit.

By the deletion of the existing clause 3 (k) and the insertion of the following new clause 3 (k):

- 3 (k) To borrow and to raise funds and to support or secure whether by personal covenant or creating mortgages, charges or liens upon all or any part of the undertaking, property or assets of the Company (present and future) including any uncalled capital of the Company or both such means, on such terms as may seem expedient, any obligations of the Company itself (whether as principal or surety) and/or any other person, firm or company including (without limiting the generality of the foregoing) the obligations of the Company's holding company or associated company or otherwise generally and as the Company sees fit.

and by inserting the following additional clause after the existing clause 3 (t):-

- 3 (t) Insofar as the same is permitted by law to give financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or of shares in any company which may from time to time be the Company's holding company (as that expression is defined in the Companies Act 1985) and regulation 10 of Table "A" Part I of the Companies Act 1948 shall not apply to the Company.

5. That the Articles of Association of the Company be amended by the addition of the following as a new article 18.

"Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this Special Article (to the effect that any provision contained in this Special Article shall override any other provision of these Articles):-

- 18.1 The Directors shall not decline to register any transfer of shares, nor may they

suspend registration thereof, where such transfer:-

18.1.1 is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution"); or

18.1.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

18.1.3 is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the Directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise.

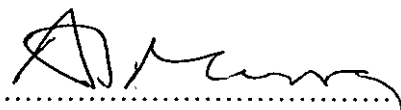
18.2 The Directors shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institutions (as defined in Special Article 18.1 above).

18.3 The minimum number of Directors shall be one and there shall be no maximum number of Directors.

18.4. The registered holder from time to time of the majority of the issued ordinary share capital of the Company or the holder or holders of share warrants in respect of such majority shall have the right at any time and from time to time by notice delivered to the registered office of the Company or to any meeting of the board of Directors of the Company accompanied in the case of share warrants by a Director's letter, to appoint to the office of Director and/or to remove from the office of Director any person or persons as such registered holder shall in its absolute discretion think fit so that it may by notice remove all persons then acting as Directors of the Company from that position and appoint new persons to act in their place.

18.5 A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effective as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members and shall be effective whether or not an auditors' statement under section 381B of the Companies Act 1985 has been obtained.

18.6 Subject to compliance with sections 151-158 Companies Act 1985 the Company shall be permitted to give financial assistance in respect of a purchase of its own shares or the shares of any holding company of the Company and regulation 10 of Table "A" Part I of the Companies Act 1948 shall not apply to the Company.

A handwritten signature in black ink, appearing to be 'A. J. ...', written over a horizontal dotted line.

Chairman