

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number

112

2426155

Name of company

* Quicks (1997) Motor Holdings Limited (the "Company")

Date of creation of the charge

24th December, 1997

Description of the instrument (if any) creating or evidencing the charge (note 2)

A debenture dated 24th December, 1997 (the "Debenture") between Quicks Group plc (1), the Company and the companies identified in Schedule 1 of this Form 395 (2) and National Westminster Bank plc as agent and trustee for the Lenders (as defined below) (the "Agent") (3).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor (as defined below) to each Lender under each Designated Finance Document (as defined below) except for:

(a) any obligation which is excluded under clause 4.2 of the Intercreditor Agreement (as defined below); and

(b) any obligation which, if it were so included, would result in the Debenture contravening Section 151 of the Companies Act 1985,

(the "Secured Liabilities").

Names and addresses of the mortgagees or persons entitled to the charge

National Westminster Bank plc, NatWest Markets Agency Group, Juno Court, 5th Floor, Prescott Street, London E1 8BB as agent and trustee for the Lenders.

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

Allen & Overy
One New Change
London
EC4M 9QQ

OB/MGD/B1:119332.1

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See continuation sheet 1.

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this margin

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Allen & Overy

Date

8/1/98

On behalf of ~~[company]~~ ~~[mortgagee]~~ / chargee[†]

[†] delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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FIXED SECURITY

Subject to Clause 4.3 (Exceptions) of the Debenture, the Company, as security for the payment of all the Secured Liabilities, has charged in favour of the Agent:

(a) subject to Clause 8.6 (Charges on leasehold property) of the Debenture, by way of a first legal mortgage:

- (i) all of the property specified in Schedule 2 to this Form 395; and
- (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in sub-paragraph (i) above) now belonging to it;

(b) by way of first fixed charge:

- (i) (to the extent that they are not the subject of a mortgage under paragraph (a) above, but subject to Clause 8.6 (Charges on leasehold property) of the Debenture) all estates or interests in any freehold or leasehold property belonging to it;
- (ii) all plant and machinery owned by it at the Mortgaged Property and its interest in any plant or machinery in its possession at the Mortgaged Property;
- (iii) all Group Shares held by it and/or any nominee on its behalf and all Related Rights accruing to the Group Shares;
- (iv) all moneys standing to the credit of any account (including the Security Account) with any person and the debts represented by them;
- (v) all of its book and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- (vi) (to the extent that they do not fall within any other sub-paragraph of this paragraph (b)) all of its rights and benefits under any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it and:

(A) the Relevant Agreements; and

(B) any distributorship or similar agreements entered into by it,

except to the extent that such rights and benefits under sub-paragraphs (A) and (B) above form part of the Stock Lenders' Security and, in any case, only to the extent that they are lawfully capable of being charged;

- (vii) any beneficial interest, claim or entitlement it has in any pension fund;
- (viii) its goodwill;
- (ix) the benefit of all authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in this

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Clause and the right to recover and receive all compensation which may be payable to it in respect of them;

- (x) its uncalled capital; and
- (xi) its Intellectual Property Rights (including the patents and trademarks specified in Schedule 4 of the Debenture).

Assignments

Subject to Clause 4.3 (Exceptions) of the Debenture, the Company as continuing security for the payment, discharge and performance of all the Secured Liabilities, has assigned and agreed to assign to the Agent all its right, title and interest (if any) in and to:

- (i) the Insurances; and
- (ii) any hedging agreement.

Miscellaneous

A reference in the Debenture to a charge or mortgage of any freehold or leasehold property includes:

- (i) all buildings and Fixtures on that property;
- (ii) the proceeds of sale of any part of that property; and
- (iii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants.

FLOATING CHARGE

Subject to Clause 4.3 (Exceptions) of the Debenture, the Company, as security for the payment of all of the Secured Liabilities, charges in favour of the Agent by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 3 (Fixed Security) of the Debenture.

Exceptions

In relation to any right or asset which forms a part of the Stock Lenders' Security and/or the Permitted Borrowings Security, the Security Interest created over that right or asset under Clause 3 (Fixed Security) and 4.1 (Creation of floating charge) of the Debenture shall:

- (a) only be effective to the extent that it is permitted under the terms of the Stock Lenders' Security and the Permitted Borrowings Security; and
- (b) shall constitute a second charge until the right or asset falls outside the Stock Lenders' Security and the Permitted Borrowings Security, at which time it will constitute a first charge in

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accordance with Clauses 3 (Fixed Security) or 4.1 (Creation of floating charge) of the Debenture as appropriate.

Definitions

In this Form 395 capitalised terms used shall, unless context otherwise requires, bear the following meanings:

"Account Bank"

means a person with whom a Security Account is maintained under Clause 9 (Security Accounts) of the Debenture.

"Additional Borrower"

means a member of the Group which becomes a Borrower in accordance with Clause 27.4 (Additional Borrowers) of the Facility Agreement.

"Additional Guarantor"

means a member of the Group which becomes a Guarantor in accordance with Clause 27.5 (Additional Guarantors) of the Facility Agreement.

"Bank"

means the financial institutions listed in Part III of Schedule 1 to the Facility Agreement as banks.

"Bilateral Bank"

means a Bank which, from time to time, provides any part of the Bilateral Facilities being, on the date of the Facility Agreement, National Westminster Bank Plc, Clydesdale Bank PLC or Barclays Bank PLC.

"Bilateral Facility"

means an Overdraft Facility or a Peak Overdraft Facility.

"Borrower"

means Quicks Group plc, an Original Borrower or an Additional Borrower.

"Chargor"

means the Company, Quicks Group plc and the companies identified in Schedule 1 of this Form 395 (each a "Chargor" together the "Chargors").

"Collateral Account"

means each account maintained from time to time by a Chargor at any branch of any Account Bank.

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"Composite Debenture"

means the Debenture accompanying this form 395 .

"Deed of Accession"

means a deed substantially in the form of Schedule 6 to the Debenture executed or to be executed by a Chargor.

"Designated Finance Document"

means each of:

1. the Facility Agreement (including the Fee Letter referred to therein);
2. (a) the aggregate £7,000,000 overdraft and peak overdraft facility provided by Clydesdale Bank PLC;
- (b) the aggregate £7,000,000 overdraft and peak overdraft facility provided by National Westminster Bank Plc; and
- (c) the aggregate £5,000,000 overdraft facility provided by Barclays Bank PLC;
3. the Composite Debenture;
4. the Standard Security;
5. the Intercreditor Agreement;
6. each other Security Document;
7. each Designating Instrument (including the documents specified therein),

(including in each case any amendment or restatement thereof or supplement thereto and any agreement extending the maturity, refinancing or restructuring any of the indebtedness constituted thereby).

"Designating Instrument"

means any instrument in the form or substantially in the form of Schedule 1 to the Intercreditor Agreement executed pursuant to Clause 14 of the Intercreditor Agreement by all the intended parties to it.

"Facility Agreement"

means the £35,000,000 syndicated credit facility dated 18th December, 1997 between Quicks Group plc (1), the Original Borrowers (2), the Original Guarantors (3), NatWest Capital Markets Limited as Arranger (4), the Banks and National Westminster Bank Plc as Agent (6).

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"Fixtures"

means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property but not including any landlord's and/or tenant's fixtures and fittings and other items not owned by the Company.

"Group"

means Quicks Group plc and its Subsidiaries for the time being.

"Group Shares"

means all shares specified in Schedule 3 to this Form 395 as are specified against the name of the Company together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Company from time to time.

"Guarantor"

means Quicks Group plc, an Original Guarantor or an Additional Guarantor.

"Insurances"

means all contracts and policies of insurance taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest.

"Intellectual Property Rights"

means all know-how, patents, trade marks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property monopoly rights and interests (including by way of licence) any of the foregoing (in each case whether registered or not and including all applications for the same) but excluding any rights or interests which are held by way of any licence or under any contract which prohibits the creation of any security over those rights or interests.

"Intercreditor Agreement"

means the intercreditor agreement dated 18th December, 1997 between (among others) the Obligors, the Banks, the Agent and the Bilateral Banks.

"Lender"

means each Bank, each Bilateral Bank, each provider of a facility specified as an "Additional Lender" in a Designating Instrument, and the Agent (together, the "Lenders").

"Mortgaged Property"

means, in respect of the Company, any of its:

- (a) freehold; or

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(b) leasehold property;

the subject of the security created by the Debenture.

"Obligor"

means a Borrower or a Guarantor.

"Original Borrower"

means the subsidiaries of Quicks Group plc listed in Part I of Schedule 1 to the Facility Agreement as borrowers.

"Original Guarantor"

means the subsidiaries of Quicks Group plc listed in Part II of Schedule 1 to the Facility Agreement as guarantors.

"Overdraft Facility"

means, subject to the Intercreditor Agreement, an overdraft or ancillary facility to be provided to a Borrower by a Bilateral Bank.

"Peak Overdraft Bank"

means a Bank which, from time to time, provides any part of the Peak Overdraft Facilities being, on the date of the Facility Agreement, National Westminster Bank Plc and Clydesdale Bank PLC.

"Peak Overdraft Facility"

means, subject to the Intercreditor Agreement, a peak overdraft facility to be provided to a Borrower by a Peak Overdraft Bank.

"Permitted Borrowings Security"

means any Security Interest created as security for the Permitted Borrowings, to the extent permitted under clause 18.8(b) (Negative pledge) of the Facility Agreement.

"Realisations Account"

means each account maintained from time to time by or in the name of the Chargors or any of them for the purposes of Clause 11 of the Debenture at such branch or branches of an Account Bank in the United Kingdom as the Agent may from time to time approve.

"Related Rights"

means any dividend or interest paid or payable in relation to any Share and any rights, moneys or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

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"Relevant Agreements"

means each agreement or instrument assigned or purported to be assigned pursuant to Clause 3.2 of the Debenture, and includes any and each other agreements or instruments supplementing or amending any such agreement or contract.

"Security Account"

means the Collateral Accounts, the Realisations Accounts and any other account established under Clause 9 (Security Accounts) of the Debenture.

"Security Assets"

means all assets, rights and property of the Company the subject of any security created by the Debenture or pursuant thereto.

"Security Documents"

means each of:

- (a) the Intercreditor Agreement;
- (b) the Debenture and the Standard Security;
- (c) each Deed of Accession;
- (d) each Designating Instrument; and
- (e) any other document executed or to be executed by a member of the Group as security for the obligations of any of the Obligors under any of the Designated Finance Documents.

"Security Interest"

means any mortgage, standard security, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

"Shares"

means the Group Shares and any other stocks, shares, debentures, bonds or other securities and investments.

"Standard Security"

means all standard securities or any of them granted or to be granted by an Obligor in favour of the Agent.

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"Stock Lenders' Security"

means:

- (a) the security documents set out in Schedule 9 to the Facility Agreement; and
- (b) any other security document granted by any member of the Group from time to time in respect of Registered Vehicle Finance Agreements (as defined in the Facility Agreement) (other than the Permitted Facilities (as defined in the Facility Agreement));

provided that any such document shall only grant security to a stocking facility provider in respect of:

- (i) any new, adopted and/or used motor vehicles (including all accessories and improvements and renewals provided or undertaken in respect of such vehicles) provided by that stocking facility provider from time to time together with the benefit of any insurances relating to such vehicles;
- (ii) all the right, title and interest of any member of the Group under and in respect of any dealership or other connected agreement with a stocking facility provider; and/or
- (iii) any moneys deposited from time to time with a stocking facility provider in respect of the supply of vehicles pursuant to any agreement with such stocking facility provider.

"Subsidiary"

means:-

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 21 of the Companies Act 1989.

Note: The Company has undertaken that, except as permitted under the Facility Agreement, it shall not:

- (a) create or permit to subsist any Security Interest on any Security Assets other than any Security Interest created by the Debenture; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset subject to the floating charge created under Clause 4.1 (Creation of floating charge) of the Debenture.

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SCHEDULE 1

Company	Registered Number
Clarks Garage (Narborough) Limited	391294
Dunham & Haines Limited	580189
Executive Motor Group Limited	1110637
Executive Motors (Stevenage) Limited	864230
G.E. Harper Limited	538332
Godfrey Davis Motor Group Limited	860056
Godfrey Davis (Trust) Limited	2551815
H & J Quick Limited	861599
JJ Leadley Limited	1406111
Lewcan Limited	2597686
The McGill Group Limited	2351974
The McGill Company (Hertfordshire) Limited	959164
Plumtree Motor Company Limited	1374821
Andre Baldet Limited	2489508
Quicks (1997) Properties Limited	1973936
Quicks Finance Limited	2452573
Stanro (Holdings) Limited	1257150
Vertcell Limited	1304309

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SCHEDULE 2

REAL PROPERTY

All that property described below

Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Unit 11, Ringway Trading Estate, Shadowmoss Road, Wythenshawe, Manchester M22 5LH	Leasehold	Not registered. Lease dated 4.2.94 between Umbro UK Ltd (1) and H & J Quick Ltd (2) for a term from 4.2.1994 to 23.06.2004	H & J Quick Ltd
Land and Buildings on the South East side of Manchester Road, Altrincham WA14 5LZ	Freehold	GM569388	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
Land on the South East side of Manchester Road, Broadheath, Altrincham	Long leasehold	GM508710 Lease dated 14.06.1989 between Stamford Properties Limited (1) and Quicks Group PLC (2) for a term from 14.6.1989 for 40 years	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
South East side of Windmill Lane, Denton	Leasehold	GM575620 Lease dated 4.1.1991 and made between Addprime Ltd (1) and H&J Quick Limited for a term from 1.11.1990 for 25 years	H & J Quick Ltd

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Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Manchester Road, Ashton-under-Lyne OL7 0DG	Freehold	GM536939	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
Land at Manchester Road, Stewart Street Ashton-under-Lyne Greater Manchester	Agreement to purchase dated 16.8.1996	-	H&J Quick Ltd
Unit 4f Stag Industrial Estate, Atlantic Street, Broadheath	Leasehold	GM568926 Lease dated 18.02.1991 made between Brookhouse Property Investments Limited (1) and H&J Quick Limited from 6.11.1991 for 25 years	H & J Quick Ltd
West side of the junction of Gladstone Road and Bolton Road, Bolton	Leasehold	GM719341 Lease dated 19.02.1996 and made between M&K International Limited (1) H&J Quick Limited (2) and Quicks Group Plc (3) for a term from 8.12.1995 for 25 years	H & J Quick Ltd
Premier Garage, Bretton, Flint Nr Chester CH4 0DS	Freehold	WA543704	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited

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Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
South West side of Barlow Street, Bury	Freehold	LA71843	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
Land and buildings on East side of Derby Street, Bury	Freehold	GM128154	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
Land on the south east side of the Rock and south west side of Barlow Street	Freehold	GM383634	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
Childerditch Industrial Estate Southend, Arterial Road, Brentwood, Essex CM13 3EE	Leasehold	Unregistered Lease dated 7.2.84 between P.W. Ford, E. Ford and J. H. Ford (1) and Laidlaw (Essex) Ltd (2) for a term from 25.12.83 for 25 years	H & J Quick Ltd
16 Quinton Road, Coventry CV1 2NJ	Freehold	WM440642	H & J Quick Ltd

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Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Plot 1050, Coventry Business Park, Coventry	Leasehold	WM619781 Lease dated 18th July 1995 and made between Cadbury Schweppes Pension Trust Limited (1) H&J Quick Limited (2) and Quicks Group PLC (3) for a term from 18 July 1995 for 25 years	H & J Quick Ltd
Parkside Garage, Park Court, Warwick Road	Leasehold	WM56003 Lease dated 20th January, 1975 and made between Rignell Limited (1) and The Parkside Garage Limited (2) for a term from 1.1.1975 for 125 years	H & J Quick Ltd
Land and Buildings on West side of Gas Street, Ashton-under-Lyne	Freehold	GM108278	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
Land and Buildings on North side of Cotton Street East, Ashton- under-Lyne	Freehold	GM421856	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
Land and Buildings on South West side of Gas Street, Ashton- under-Lyne	Freehold	GM430091	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited

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Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Land and Buildings on South west side of A57, Brookfield, Glossop SK13 9JF	Freehold	DY261518	H & J Quick Ltd
Land and Buildings on South side of Talbot Road, Hyde	Freehold	GM761556	H & J Quick Ltd
Station Approach, Leamington Spa, Warwickshire CV31 3PS	Freehold	WK323222	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
1 to 13 (odd) New Wakefield Street, Manchester	Freehold	GM16251	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
17 New Wakefield Street, Manchester	Freehold	LA315222	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
Land and buildings on the north west side of Chester Road, Old Trafford	Leasehold	GM472063 Lease dated 11.5.1988 and made between Next Properties Limited (1) and H&J Quick Group PLC (2) for a term from 15.4.1988 for 999 years	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited

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Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Unit A Park Centre Estate, Mosley Road	Leasehold	GM461231 Lease dated 16.11.1987 and made between Louisville Investments Limited (1) and H&J Quick Group PLC (2) for a term from 24.10.1987 for 25 years	Quicks Group plc
West of Mosley Road, Central Park Estate	Leasehold	GM461230 Lease dated 16.11.1987 and made between Louisville Investments Limited (1) and H&J Quick Group PLC (2) for a term from 24 October 1987 for 25 years	Quicks Group plc
West of Mosley Road	Leasehold	GM461229 Lease dated 16.11.1987 and made between Louisville Investments Limited (1) and H&J Quick Group PLC (2) for a term from 24.10.1987 for 25 years	Quicks Group plc
West of Mosley Road, Trafford	Leasehold	GM518310 Lease dated 19.10.1989 and made between Louisville Investments Limited (1) and H&J Quick Group PLC (2) for a term from 24.10.1987 for 25 years	Quicks Group plc

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Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Unit 6, Clarke Industrial Estate, Barton Dock Road, Stretford M32 0ZH	Leasehold	GM227070 Lease dated 27.11.1980 and made between Commercial Union Assurance Company Limited (1) and H&J Quick Group Limited (2) for a term from 29.9.1980 for 25 years	H & J Quick Ltd
Delta House, Chester Road, Saltney CH4 8RU	Freehold	WA483729	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
Land and Buildings on South side of Stafford Park 1, Telford	Leasehold	SL75296 Lease dated 28.2.1994 and made between G.R. Hardy and J.C. Hardy (1) and H&J Quick Limited (2) for a term from 28.2.94 for 25 years	H & J Quick Ltd
Land on Eastern side of Carters Green and land on the southern side of the Expressway	Freehold	WM639188	H&J Quick Ltd
Land and Buildings on North east side of Carters Green, West Bromwich B70 9QP	Freehold	WM107234	Legal Owner: Quicks Finance Ltd Beneficial Owner: H&J Quick Limited
194 to 200 (even) Kingsthorpe Grove, Northampton	Freehold	NN92482	Andre Baldet Limited

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Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
192 Kingsthorpe Grove, Northampton	Freehold	NN19110	Andre Baldet Limited
Stamford Road Garage, Stamford Road, Kettering	Freehold	NN143944	Legal Owner: Caverdale Group plc Beneficial Owner: Andre Baldet Limited
Land and Buildings on the North East side of Millbrook Close, Northampton	Freehold	NN128562	Legal Owner: Caverdale Properties Limited Beneficial Owner: Andre Baldet Limited
Land on North West side of Cumberland Street Luton	Freehold	BD38243	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Ltd
Land on the North side of Park Viaduct Luton	Freehold	BD172903	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Ltd
13 Latimer Road, Luton	Freehold	BD53364	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Ltd

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Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
15 Latimer Road, Luton	Freehold	BD53250	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Ltd
17 Latimer Road, Luton	Freehold	BD75037	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Ltd
Land and buildings on the east side of Latimer Road and on the west side of Albert Road, Luton	Freehold	BD72166	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Ltd
64 Luton Road, Dunstable	Freehold	BD117596	Legal Owner: Caverdale Group plc Beneficial Owner: Andre Baldet Ltd
272 London Road, Hadleigh, Southend	Freehold	EX483481	Legal Owner: Caverdale Properties Limited Beneficial Owner: Plumtree Motor Company Limited

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Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Land and buildings at 2 Union Street and on the South side of Union Street Luton (NB this property forms part of the leasehold property BD100106)	Freehold	BD99538	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Ltd
Woodgate garage, 60-62 Northgate Street, Leicester	Freehold	LT9022	Legal Owner: Caverdale Properties Limited Beneficial Owner: Clarks Garage (Narborough) Limited
Land lying to the South East of St John's Narborough	Freehold	LT113344	Clarks Garage (Narborough) Limited
63 St. Johns, Narborough	Freehold	LT180163	Clarks Garage (Narborough) Limited
Land lying to the South East of St John's Narborough	Freehold	LT105094	Clarks Garage (Narborough) Limited
All that land demised by two conveyances to Clarks Garage (Narborough) Limited by Mr J. Clark (Senior) on 30.12.44 and by W.N. Neal on 20.10.66	Freehold	Unregistered	Caverdale Properties Limited
375 to 381 Mansfield Road, Nottingham, Nottinghamshire	Freehold	NT189060	Plumtree Motor Company Limited
383 Mansfield Road, Nottingham, Nottinghamshire	Freehold	NT317452	Plumtree Motor Company Limited

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Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
105 (on the East side of) Ashley Road, St Albans	Freehold	HD334452	Legal Owner: Caverdale Group plc Beneficial Owner: Andre Baldet Ltd
134 (on the West side of) Ashley Road, St Albans	Freehold	HD37111	Legal Owner: Caverdale Properties Limited Beneficial Owner: Executive Motor Group Ltd
82 Trinity Avenue Northampton	Freehold	NN44049	Andre Baldet Limited
80 Trinity Avenue Northampton	Freehold	NN48825	Andre Baldet Limited
Land and Buildings on the West Side of Lytton Way Stevenage	Freehold	HD198440	G.E. Harper Limited
229 to 233 (odd) Hatfield Road, St Albans	Freehold	HD174617	Legal Owner: Caverdale Group PLC Beneficial Owner: Plumtree Motor Company Limited
Land and Buildings on the East side of the Welwyn By Pass Road, Welwyn	Freehold	HD315121	Legal Owner: Caverdale Properties Limited Beneficial Owner: Godfrey Davis Motor Group Limited

Company name: Quicks (1997) Motor Holdings Limited

Company No. 2426155

Continuation sheet: 21

Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Land and Buildings on the East and West sides of the Welwyn By Pass Road, Welwyn	Freehold	HD163018	Legal Owner: Caverdale Properties Limited Beneficial Owner: Godfrey Davis Motor Group Limited
Land on the North side of Retford Road, Worksop Bassetlaw, Nottinghamshire	Freehold	NT244756	Legal Owner: J.J.Leadley Limited Beneficial Owner: Plumtree Motor Company Limited
Land and Buildings on the North side of Leighton Road Linslade Bedfordshire	Freehold	BD128702	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Limited
Land and Buildings on the North side of Leighton Road Linslade Bedfordshire	Freehold	BD56895	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Limited
6 Leighton Road, Linslade, Leighton Buzzard	Freehold	BD91481	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Limited

Company name: Quicks (1997) Motor Holdings Limited

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Continuation sheet: 22

Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Land and Buildings on the North of Leighton Road Linslade Bedfordshire	Freehold	BD143240	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Limited
Land and Buildings on the North of Leighton Road Linslade Bedfordshire	Freehold	BD196652	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Limited
42 to 52 (even) Lancaster Road, and land lying to the South West of Lancaster Road, New Barnet	Freehold	NGL462290	Legal Owner: Caverdale Properties Limited Beneficial Owner: Godfrey Davis Motor Group Limited
Garage premises at Church Street Wellingborough Northamptonshire	Leasehold	Lease dated 1st May 1990 between Borough Council of Wellingborough (1) Andre Georges Jean Baldet (2) from 30.4.90 for 5 years and thereafter from year to year.	Andre Baldet Limited
Land and Buildings at land on the South side of the junction of Union Street and Castle Street Luton (NB this property forms part of BD99538)	Leasehold	BD100106 Lease dated 24.10.1983 and made between D.P.Barrett (1) and Kennings Estate PLC (2) for a term from 30.9.83 for 25 years	Legal Owner: Caverdale Properties Limited Beneficial Owner: Dunham & Haines Limited

Company name: Quicks (1997) Motor Holdings Limited

Company No. 2426155

Continuation sheet: 23

Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Unit 2 Southdown Industrial Estate Southdown Road, Harpenden	Leasehold	Lease dated 5th July 1989 between Austin Rover Group Ltd (1) and Dunham & Haines Ltd (2) for a term from and including 5.7.89 for 8 years	Legal Owner: Ogglesby's Limited Beneficial Owner: Dunham & Haines Limited
Bodyshop premises situated at Brierly Park Stanton Hill Sutton in Ashfield	Leasehold	Lease dated 8th January 1984 between T.G. Beighton and J.A. Beighton (1) and Caverdale Group PLC (2) for a term from 1.12.96 for 15 years	Plumtree Motor Company Limited
Unit J Park Avenue Estate Luton	BD134350 Leasehold	Lease dated 19th January, 1988 between Austin Rover Group Limited (1) and Dunham & Haines Limited (2) for a term from 19.1.1988 for 32 years and 152 days	Dunham & Haines Limited
Premises at Priestsic Road, Russel Street and Downing Street, Sutton in Ashfield	Leasehold	Lease dated 29th February, 1980 between M.T. Doncaster (1) P. Doncaster (2) and Merivale Moore Ltd (3) for a term from 1.3.80 for 20 years	Legal Owner: J.J. Leadley Limited Beneficial Owner: Plumtree Motor Company Limited
3 Draycott Road Breaston Derbyshire	Leasehold	Lease dated 1st March, 1983 between J. Barker, J.W. Wilcox, M. Stanton and H.J.E. Chapman (1) and Breaston Motors Ltd (2) for a term from 25.3.83 for 20 years	Legal Owner: Caverdale Group PLC Beneficial Owner: Plumtree Motor Company Limited

Company name: Quicks (1997) Motor Holdings Limited

Company No. 2426155

Continuation sheet: 24

Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Unit 11 Brick Knoll park Industrial Estate Ashley Rd St Albans	Leasehold	Underlease dated 12th September, 1994 between Delta Crompton Cables Ltd (1) Godfrey Davis (Welwyn) Ltd and Godfrey Davis (Trust) Ltd (2) for a term from 4.1.94 to 11.6.98	Godfrey Davis Motor Group Limited
Land at Neasden Lane and Quainton Street Neasden London NW10	Leasehold	Lease dated 8th July 1991 between Godfrey Davis (Properties) Ltd (1) Godfrey Davis (London) Ltd (2) and Godfrey Davis (Trust) Ltd (3) for a term from 1.6.91 for 15 years	Godfrey Davis Motor Group Limited
Unit 1 Britannia House Leagrave Road Luton Bedfordshire	BD166956 Leasehold	Underlease dated 8.7.91 between Rover Group Ltd (1) and Clark Lawrence Ltd (2) for a term from 24.6.83 for 25 years less 5 days	Legal Owners: Clarke Lawrance Limited Beneficial Owner: Dunham & Haines Limited
Unit 2 Britannia House Leagrave Road Luton Bedfordshire	Leasehold	Underlease dated 24.4.92 between Rover Group Ltd (1) and Clark Lawrence Ltd (2) from 24.6.83 for 25 years less 5 days	Legal Owners: Clarke Lawrance Limited Beneficial Owner: Dunham & Haines Limited
Unit 3 Britannia House Leagrave Road Luton Bedfordshire	BD124774 Leasehold	Underlease dated 17.12.86 between Austin Rover Group Ltd (1) Luton Automobiles Ltd (2) for a term from 24.6.83 for 34 years less 5 days	Legal Owners: Clarke Lawrance Limited Beneficial Owner: Dunham & Haines Limited

Company name: Quicks (1997) Motor Holdings Limited

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Continuation sheet: 25

Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Unit 4 Britannia House Leagrave Road Luton Bedfordshire	BD166958 Leasehold	Underlease dated 8.7.91 between Rover Group Limited (1) Clark Lawrance Ltd (2) for a term from 24.6.83 for 34 years less 5 days	Legal Owners: Clarke Lawrance Limited Beneficial Owner: Dunham & Haines Limited
Unit 5 Britannia House Leagrave Road Luton Bedfordshire	BD166959 Leasehold	Underlease dated 8.7.91 between Rover Group Limited (1) Clark Lawrance Ltd (2) for a term from 24.6.83 for 34 years less 5 days	Legal Owners: Clarke Lawrance Limited Beneficial Owner: Dunham & Haines Limited
Workshop showroom and car park at 17 Luton Road Harpenden Hertfordshire	Leasehold	Lease dated 5.7.1989 between D.J.V. Connold (1) and F. Oggelsby (Harpenden) Ltd (2) for a term from 5.7.89 of 15 years	Legal Owner: Ogglesby's Limited Beneficial Owner: Dunham & Haines Limited
Land and Buildings on the North East Side of Lenton Lane Nottingham Nottinghamshire	Leasehold	NT164362 Lease dated 18.9.1968 and made between Nottingham Corporation (1) and T. Shipside Limited (2) for a term from 25 December, 1965 for 99 years	Plumtree Motor Company Limited
147 and 149 Roman Road, Mountnessing	Freehold	EX108631	H&J Quick Ltd
43 Charters Green, West Bromwich	Freehold	WM337926	H&J Quick Ltd
Land at Britannia Street, Ashton under Lyne	Leasehold	Lease dated 15.5.97 between Oxley Threads Ltd (1) H.J. Quick Ltd (2) for a term from 15.5.97 for 1 year	H & J Quick Ltd

Company name: Quicks (1997) Motor Holdings Limited

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Continuation sheet: 26

Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Yard at Victoria Mill, Droylsden, Manchester	Leasehold	Lease dated 24.9.96 between H.J. Costello and G.J. Scarsbrook (1) H & J Quick Ltd (2) for a term from 17.5.96 expiring on 16.5.2016.	H & J Quick Ltd
Unit A, Victoria Mill, Buckley Street, Droylsden, Manchester	Leasehold	Lease dated 24.9.96 between H.J. Costello and G.J. Scarsbrook (1) H & J Quick Ltd (2) for a term from 17.5.96 and expiring on 16.5.2016.	H & J Quick Ltd
Manchester Road, Audenshaw, Tameside, Greater Manchester	Leasehold	Lease dated 15.5.97 between A.E. Fielding and L.R. Knotman (1) H & J Quick Ltd (2) for a term from and including 15.5.97 for 5 years	H & J Quick Ltd
51a Upper Wycombe Lane, Welling, Kent DA16 3AD	Leasehold	Lease dated 18.1.85 between Clark Bros (Welling) Ltd (1) Kenneth Anderson (2) for a term from 1.10.84 for 15 years	H & J Quick Ltd
Unit 4, Marshgate, St Michaels Industrial Estate, Ditton, Widnes WA8 8AU	Leasehold	Lease dated 1.10.92 between Council of the Borough of Halton (1) Premier Parts (Chester) Ltd (2) for a term from 1.10.92 for 6 years	H & J Quick Ltd
Unit 2, Balne Lane, Wakefield WF2 0DF	Leasehold	Lease dated 5.2.96 between Premier Parts (Leeds) Ltd (1) H & J Quick Ltd (2) for a term from 5.2.96 for 15 years	H & J Quick Ltd

Company name: Quicks (1997) Motor Holdings Limited

Company No. 2426155

Continuation sheet: 27

Property Address	Tenure	Title Number (if registered) and details of lease	Chargor
Premier House, Beeston Ring Road, Leeds LS12 6DD	Leasehold	Lease dated 5.2.96 between Premier Parts (Leeds) Limited (1) H & J Quick Ltd (2) for a term from 5.2.96 for 15 years	H & J Quick Ltd

Company name: Quicks (1997) Motor Holdings Limited

Company No. 2426155

Continuation sheet: 28

SCHEDULE 3

GROUP SHARES

Company	Registered Number	Issued Share Capital	Registered Holder	Number and class of Shares
James A Laidlaw (Coatbridge) Limited	SCO48747	100	Laidlaw Group Plc	100 ordinary
Laidlaw (Strathclyde) Limited	SCO24614	21502	Laidlaw Group Plc	21502 ordinary
Laidlaw Trucks Limited	SCO64302	100	Laidlaw Group Plc	100 ordinary
Quicks Trucks Limited	02314909	2	Quicks Group plc AB Murray/ Quicks Group plc	1 ordinary 1 ordinary
Laidlaw Group Plc	SCO48613	853,600	Quicks Group plc AB Murray	8535999 ordinary (10p) 1 ordinary
Laidlaw (Fife) Limited	SCO 75152	100	Laidlaw Group Plc	100 ordinary
Laidlaw (Dunfermline) Limited	SCO17048	2250	Laidlaw Group Plc	2250 ordinary
Laidlaw (Edinburgh) Limited	SCO22630	49334	Laidlaw Group Plc	49334 ordinary
Quicks Finance Limited	02452573	2	Quicks Group plc AB Murray/ Quicks Group Plc	1 ordinary 1 ordinary
Laidlaw (Investments) Limited	SCO75111	100	Laidlaw Group Plc	100 ordinary
Laidlaw (KENT) Limited	01002128	1000	Laidlaw Group Plc	1000 ordinary 1000 3% preference
Quicks of Chester Limited	00281317	40	Quicks Group plc AB Murray/ Quicks Group Plc	39996 ordinary 4 ordinary

Company name: Quicks (1997) Motor Holdings Limited

Company No. 2426155

Continuation sheet: 29

Company	Registered Number	Issued Share Capital	Registered Holder	Number and class of Shares
Trafford Vehicle Leasing Limited	01296319	2	Quicks Group Plc AB Murray/ Quicks Group plc	1 ordinary 1 ordinary
Quickhire (Old Trafford) Limited	00705195	100	H. & J. Quick Limited AB Murray/ Quicks Group plc	98 ordinary 2 ordinary
Quickpower Limited	01120270	2	JA Quick AB Murray/ Quicks Group plc	1 ordinary 1 ordinary
Quickco Limited	00924622	6250	Quicks Group plc AB Murray/ Quicks Group plc	6249 ordinary 1 ordinary
H. & J. Quick Limited	00861599	100,000	Quicks Group plc AB Murray/ Quicks Group plc	99998 ordinary 1 ordinary
Davies Holdings Limited	00178987	790721	Quicks Group plc	790721 ordinary
Parkside Parts Limited	02123007	1000	Davies Holdings Limited AB Murray/ Davies Holdings Limited	999 ordinary 1 ordinary
Parkside Motor Rentals Limited	02183875	1000	Davies Holdings Limited AB Murray/ Davies Holdings Limited	999 ordinary 1 ordinary
Quicks Midlands Limited	02299501	2	Quicks Group plc AB Murray/ Quicks Group plc	1 ordinary 1 ordinary
Parkside Limited	01971320	1000	AB Murray/ Quicks Group plc Quicks Group plc	1 ordinary 999 ordinary

Company name: Quicks (1997) Motor Holdings Limited

Company No. 2426155

Continuation sheet: 30

Company	Registered Number	Issued Share Capital	Registered Holder	Number and class of Shares
Laidlaw (ESSEX) Limited	00399808	200	Laidlaw Group Plc	20200 3% non cumulative preference 10000 6% redeemable preference 200 ordinary
Vertcell Limited	01304309	100	Quicks Group plc AB Murray/ Quicks Group plc	99 ordinary 1 ordinary
Parkside Self-Drive Limited	00795964	500	AB Murray/ Davies Holdings Limited Quicks Group plc	1 ordinary 499 ordinary
Premier Parts Limited	02109380	500	Davies Holdings Limited AB Murray/ Davies Holdings Limited	999 ordinary 1 ordinary
Andre Baldet Limited	2489508	5,400,000	Quicks Group plc	5,400,000 ordinary
Quicks (1997) Motor Holdings Limited	2426155	3,450,002	Quicks Group plc	3,450,002 ordinary
Quicks (1997) Properties Limited	1973936	354,377.75	Godfrey Davies Motor Group Limited	1,417,511 ordinary (25p)
Clark Lawrance Limited	2507923	80,000	Dunham & Haines Limited	40,000 A ordinary 40,000 B ordinary
Clarks Garage (Leicester) Limited	1180483	10,000	Godfrey Davis Motor Group Limited	10,000 ordinary
Clarks Garage (Narborough) Limited	391294	1,206,000	Godfrey Davis Motor Group Limited	1,206,000 ordinary

Company name: Quicks (1997) Motor Holdings Limited

Company No. 2426155

Continuation sheet: 31

Company	Registered Number	Issued Share Capital	Registered Holder	Number and class of Shares
Dunham & Haines Limited	580189	524,000	Quicks (1997) Motor Holdings Limited	524,000 ordinary
E.C. Fleming & Son Limited	892795	5,000	G.E. Harper Limited	5,000 ordinary
Executive Motor Group Limited	1110637	495,000	The McGill Group Limited	495,000 ordinary
Executive Motors (Stevenage) Limited	864230	501,000	G.E. Harper Limited	501,000 ordinary
G.E.H. (Lytton Way Motors) Limited	1244812	100	G.E. Harper Limited	100 ordinary
G.E. Harper Limited	538332	520,000	Godfrey Davis Motor Group Limited	520,000 ordinary
G.E. Harper (Specialist Cars) Limited	1083365	1,000	G.E. Harper Limited	1,000 ordinary
Garden City Coach Works Limited	671470	10,000	The McGill Group Limited	10,000 ordinary
Godfrey Davis (London) Limited	875496	486,419	Godfrey Davis (Trust) Limited	486,419 ordinary
			Quicks Group plc	1 ordinary
Godfrey Davis Motor Group Limited	860056	1,452,469	Godfrey Davis (Trust) Limited	10,102,468 ordinary
			Quicks Group plc	1 ordinary
Godfrey Davis (Southend) Limited	1599751	1,000	Dunham & Haines Limited	1,000 ordinary
Godfrey Davis (St. Albans) Limited	2809303	2	Godfrey Davis (Trust) Limited	2 ordinary
Godfrey Davis (Trust) Limited	2551815	10,112,500	Quicks Group plc	62,500 A ordinary
			Lewcan Limited	10,050,000 B ordinary

Company name: Quicks (1997) Motor Holdings Limited

Company No. 2426155

Continuation sheet: 32

Company	Registered Number	Issued Share Capital	Registered Holder	Number and class of Shares
Godfrey Davis (Used Cars) Ltd	2779401	2	Godfrey Davis (Trust) Limited	1 ordinary
			Quicks Group plc	1 ordinary
J J Leadley Limited	1406111	170,452	Plumtree Motor Company Limited	170,452 ordinary
Lewcan Limited	2597686	11,350,002	Quicks Group plc	11,350,002 ordinary
J J Leadley (Nottingham) Ltd	706077	7,500	J J Leadley Limited	7,500 ordinary
The McGill Company (Hertfordshire) Limited	2987969	2	The McGill Group Limited	2 ordinary
The McGill Group Limited	2351974	1,330,560	Godfrey Davis Motor Group Limited	1,330,560 ordinary
The McGill Finance Company Limited	959164	250,008	The McGill Group Limited	250,008 ordinary
Nockford Limited	1327626	100	The McGill Group Limited	100 ordinary
Oggelsby's Limited	2476258	500,100	Quicks (1997) Motor Holdings Limited	500,100 ordinary
Plumtree Motor Company Limited	1374821	810,100	Quicks (1997) Motor Holdings Limited	810,100 ordinary
Quality Finishes Limited	2617997	2	Quicks Group plc	1 ordinary
			Godfrey Davis (Trust) Limited	1 ordinary
Riverhall Training Company Limited	2808979	2	Godfrey Davis (Trust) Limited	1 ordinary
			Quicks Group plc	1 ordinary
Roseopt Limited	1654365	100	The McGill Group Limited	100 ordinary

Company name: Quicks (1997) Motor Holdings Limited

Company No. 2426155

Continuation sheet: 33

Company	Registered Number	Issued Share Capital	Registered Holder	Number and class of Shares
Stanro Finance Limited	1041038	100	Stanro (Holdings) Limited	100 ordinary
Stanro (Holdings) Limited	1257150	116,302	Godfrey Davis Motor Group Limited	108,151 A ordinary 8,151 B ordinary
Storm of Leicester Limited	1380416	100	Godfrey Davis Motor Group Limited	100 ordinary
Storm (Services) Limited	1504092	100	Godfrey Davis Motor Group Limited	100 ordinary
Strafford Coachworks (1973) Limited	1096112	100	The McGill Group Limited	100 ordinary

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02426155

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 24th DECEMBER 1997 AND CREATED BY QUICKS (1997) MOTOR HOLDINGS LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES (WHETHER ACTUAL OR CONTINGENT AND WHETHER OWED JOINTLY OR SEVERALLY OR IN ANY OTHER CAPACITY WHATSOEVER) OF EACH OBLIGOR (AS DEFINED) TO EACH LENDER UNDER EACH DESIGNATED FINANCE DOCUMENT (AS DEFINED) EXCEPT FOR: ANY OBLIGATION WHICH IS EXCLUDED UNDER CLAUSE 4.2 OF THE INTERCREDITOR AGREEMENT (AS DEFINED) AND ANY OBLIGATION WHICH IF IT WERE SO INCLUDED WOULD RESULT IN THE DEBENTURE CONTRAVENING SECTION 151 OF THE COMPANIES ACT 1985 (THE "SECURED LIABILITIES") WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JANUARY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JANUARY 1998.

for the Registrar of Companies



COMPANIES HOUSE

1/8/98