

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

02579167

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

Name of company

* Kwik-Fit Properties Limited (the **Assisting Company**)

* insert full name
of company

X/We, the persons named in Appendix A attached being

⑧ insert name(s) and address(es) of all the directors

† delete as appropriate

~~The said directors~~ [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 Kwik-Fit Group

Limited] †

The assistance is for the purpose of ~~the acquisition of~~ (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 Appendix B attached

Presenter's name address and
 reference (if any)
 Allen & Overy LLP
 One Bishops Square, London
 E1 6AO
 Ref RMH/SUGD/EPN
 BK 6426583
 Tel 020 3088 0000

For official Use
General Section

FRIDAY



LD4

L6KQ4Q1W

01/06/2007

462

COMPANIES HOUSE

The assistance is to be given to (note 2) Speedy 1 Limited (Registered No 5452193)
of Halliwell's, St James's Court Brown Street, Manchester M2 2JF

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 Appendix C attached

The person who [has acquired] ~~XXXXXXXX~~ † the shares is

† delete as
appropriate

Speedy 1 Limited (Registered No 5452193)

The principal terms on which the assistance will be given are

See Appendix D attached

The amount of cash to be transferred to the person assisted is £ See Appendix E attached

The value of any asset to be transferred to the person assisted is £ See Appendix E attached

The date on which the assistance is to be given is See Appendix F attached

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

☒ 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) ~~X~~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)

[illegible]

And ~~X~~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

BROXBURN

John

on

Day	Month	Year
25	05	2007

before me ALT (ANDREW TOWN MORRIS)

not clearly

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
37 Castle Terrace
Edinburgh
EH1 2FB

Kwik-Fit Properties Limited (Company No 02579167)

APPENDICES TO FORM 155(6)(a)

APPENDIX A

Directors' names and addresses are

- 1 Ian Ellis Fraser of Blairhill Farm Cottage, Rumbling Bridge, Kinross, KY13 0PU
- 2 Michael Joseph Anthony Healy of 4A Essex Brae, Barnton, Edinburgh, EH4 6LN

Kwik-Fit Properties Limited (Company No 02579167)

APPENDICES TO FORM 155(6)(a)

APPENDIX B

The number of shares which have been acquired is

Ordinary shares of £0.01 each	995,434
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B Ordinary shares of £0.01 each	7
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Preference shares of £0.01 each	198,400
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(the **Shares**)

APPENDICES TO FORM 155(6)(a)

APPENDIX C

Capitalised terms used in this Appendix shall have the meaning given to them in paragraph 5 of Appendix D unless otherwise herein defined

The entering into of the following (or of the documents relating thereto) to which the Assisting Company is to be a party, as the same may be amended, varied, supplemented or substituted from time to time

- (a) a deed of confirmation (the **Deed of Confirmation**) in favour of the Security Agent pursuant to which the Assisting Company would confirm that
 - (i) the guarantee and indemnity given pursuant to the Existing SFA, where each Guarantor has A) guaranteed the punctual performance of Speedy 1 Limited (and any other borrower who may be added in accordance with the terms of the Existing SFA from time to time) of all of its obligations under the Finance Documents, which guarantee extends to a guarantee by the Assisting Company of monies borrowed by Speedy 1 Limited for the purpose of acquiring the Shares and B) indemnified each Finance Party immediately on demand against any costs, loss or liability suffered by that Finance Party if any obligations guaranteed by it becomes unenforceable, invalid or illegal, extends to any variation, increase, extension or addition of the Existing SFA or any facility made under it in connection with the Refinancing (the **Guarantee**), and
 - (ii) the grant of security over all of its assets and undertaking pursuant to the Security Documents as security for the obligations of (respectively) the Obligors under each of the Finance Documents secures the Secured Obligations such as have been increased pursuant to the Refinancing
- (b) an amendment agreement in respect of the Existing SFA and the Intercreditor Agreement (the **Amendment Agreement**) pursuant to which the Intercreditor Agreement would be amended and restated and the Existing SFA would be amended and restated such that, among other things, the Guarantee would be confirmed extended from time to time to any (however fundamental and of whatsoever nature and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents or facilities made available under any of the Finance Documents in connection with, among other things, the Refinancing (the **Guarantee Extension**),
- (c) an intra-group loan agreement to be entered into between Speedy 1 Limited as the borrower and the Assisting Company, Kwik-Fit Group Limited and certain of Kwik-Fit Group Limited's subsidiaries as lenders (the **Intra-Group Funding Agreement**), and
- (d) a letter of support between Speedy 1 Limited, the Assisting Company, Kwik-Fit Group Limited and certain of Kwik-Fit Group Limited's subsidiaries pursuant to which Speedy 1 Limited would agree to lend the Assisting Company and/or Kwik-Fit Group Limited and/or certain of Kwik-Fit Group Limited's subsidiaries (as the case may be) such amounts as were necessary to meet any of the Assisting Company and/or Kwik-Fit Group Limited and/or certain of Kwik-Fit Group Limited's subsidiaries' (as the case may be) working capital needs from time to time (the **Letter of Support**)

APPENDICES TO FORM 155(6)(a)

APPENDIX D

Capitalised terms used in this Appendix shall have the meaning given to them in paragraph 5 of this Appendix D unless otherwise herein defined

The principal terms on which the assistance will be given are

1 DEED OF CONFIRMATION

Under the terms of the Deed of Confirmation, each Guarantor including the Assisting Company confirms for the benefit of the Finance Parties that the Guarantee (as defined in Appendix C) granted by it and the Guarantee and Indemnity Obligations undertaken by it, and each Security Provider confirms that the Transaction Security granted by it pursuant to the Security Documents to which it is a party, shall remain in full force and effect and legal, valid and binding notwithstanding, in each case, the designation of any new document as a Finance Document or any additions, amendments, novation, substitution or supplements of or to the Finance Documents and the imposition of any amended, new or more onerous obligations under the Finance Documents in relation to any Obligor, including without limitation, the increase in the facilities made available under the Existing SFA and that such Guarantee, Guarantee and Indemnity Obligations and, if applicable, Transaction Security granted pursuant to the Security Documents extend to any new obligations assumed by any Obligor under any amended or new Finance Documents so that the Security Documents secure the Secured Obligations as such Secured Obligations have been increased pursuant to such increased facilities

The Assisting Company confirms its agreement to the amendment and restatement of the Existing SFA and the Intercreditor Agreement pursuant to the Amendment Agreement, and ratifies the acceptance, execution and delivery by Speedy 1 Limited as agent of the Obligors of the Amendment Agreement on behalf of the Assisting Company

2 AMENDMENT AGREEMENT

Under the terms of the Amendment Agreement the Existing SFA is amended and restated and the Guarantee Extension (as defined in Appendix C) is added whereby the Assisting Company, *inter alios*, expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental and of whatsoever nature and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, including outstanding amounts under the Mezzanine Facility Agreement, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing. In addition, under the terms of the Amendment Agreement, the Intercreditor Agreement is amended and restated whereby the Assisting Company, *inter alios*, has previously covenanted that it will covenant to pay the amounts owing under the Secured Documents and agree that any sums owed to it by way of intra-group loan by any other member of its group will be subordinated to sums owed by such members of the group to the Finance Parties and will indemnify the Lenders and the Security Agent for certain costs, claims, expenses and liabilities under the Intercreditor Agreement

APPENDICES TO FORM 155(6)(a)

3 **INTRA-GROUP FUNDING AGREEMENT**

Under the term of the Intra-Group Funding Agreement the Assisting Company, Kwik-Fit Group Limited and certain of Kwik-Fit Group Limited's subsidiaries (the **Intra-Group Lenders**) will provide loan funds to Speedy 1 Limited to be used by Speedy 1 Limited to, inter alia, repay borrowings incurred by it under the Mezzanine Facility Agreement and/or the Existing SFA, repay borrowings incurred by it under a loan note provided by its parent company, pay interest on and any other amounts in connection with such borrowings, pay costs and expenses incurred directly or indirectly in connection with the Acquisition, fund any dividend payments, reduce or discharge any liability incurred directly or indirectly for the purpose of or in connection with the Acquisition and for general corporate purposes

4 **LETTER OF SUPPORT**

Under the terms of the Letter of Support and in consideration for the loans provided under the Intra-Group Funding Agreement, Speedy 1 Limited will give each Intra-Group Lender a Letter of Support pursuant to which Speedy 1 Limited will undertake to provide financial support to the Intra-Group Lenders on the terms set out in those Letters of Support

5 **DEFINITIONS**

Acquisition means the acquisition of shares in Kwik-Fit Group Limited by Speedy 1 Limited

Affiliate means, in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company

Agent means Barclays Bank PLC

Ancillary Facility means an ancillary facility made available by an Ancillary Lender in accordance with the terms of the Existing SFA

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with the terms of the Existing SFA

Arranger means Barclays Capital (the investment banking division of Barclays Bank PLC) and Deutsche Bank AG, London Branch

Bookrunner means Barclays Capital (the investment banking division of Barclays Bank PLC) and Deutsche Bank AG, London Branch

Borrower means a Facility B1 Borrower, a Facility B2 Borrower, a Capex/Acquisition Borrower, a Revolving Facility Borrower or a Second Lien Facility Borrower each as defined in the Existing SFA

Capex/ Acquisition Facility Lender means the Capex/ Acquisition Facility Lender as defined in the Existing SFA

Existing SFA means the senior facilities agreement dated 30 August 2005 (as amended and restated on 24 November 2006, 2 January 2007 and on or about the date hereof) and made between Speedy 1 Limited as original borrower and original guarantor, Barclays Capital (the investment banking division of Barclays Bank PLC) and Deutsche Bank AG, London Branch as arranger, and bookrunner, Barclays Bank PLC as security agent, issuing bank and agent for the other Finance Parties and the financial institutions named therein as original lenders

APPENDICES TO FORM 155(6)(a)

Facility B Lender means Facility B1 Lender and Facility B2 Lender each as defined in the Existing SFA

Finance Documents means the Finance Documents as defined in the Existing SFA

Finance Party means the Agent, the Second Lien Agent (during its appointment), an Ancillary Lender, the Arranger, the Bookrunner, the Issuing Bank, a Lender, each Hedging Bank or the Security Agent

Group means the Group as defined in the Existing SFA

Guarantee and Indemnity Obligations means the guarantee by each Obligor to each Finance Party of punctual performance by each other Obligor of all of that Obligor's obligations under the Finance Documents and the indemnification of each Finance Party immediately on demand against any costs, loss or liability suffered by that Finance Party if any obligations guaranteed by it becomes unenforceable, invalid or illegal

Guarantor means Guarantor as defined in the Existing SFA

Hedging Bank means a financial institution which has become a party to the Intercreditor Agreement as a Hedging Bank in accordance with the provisions of the Intercreditor Agreement

Intercreditor Agreement means the intercreditor agreement dated 30 August 2005 (as amended and restated from time to time) and made between Barclays Bank PLC as senior agent, the financial institutions named therein as senior lenders, Deutsche Bank AG as mezzanine agent, the financial institutions named therein as mezzanine lenders, Financiere Daunou 2, S A , Speedy 1 Limited and Barclays Bank PLC as security agent

Issuing Bank means Barclays Bank PLC

Lender means a Facility B Lender, a Capex/Acquisition Facility Lender, a Revolving Facility Lender or a Second Lien Facility Lender

Mezzanine Facility Agreement means the mezzanine facility agreement dated 30 August 2005 and made between Speedy 1 Limited, Barclays Capital (the investment banking division of Barclays Bank PLC) and Deutsche Bank AG, London Branch as arranger, and bookrunner, the financial institutions named therein as original lenders, Deutsche Bank AG, London Branch as agent for the original lenders, and Barclays Bank PLC as security agent

Obligor means a Borrower or a Guarantor

Refinancing means the refinancing and recapitalisation of the Group whereby all outstanding loans under the Mezzanine Facility Agreement and certain shareholder loans made to Speedy 1 Limited to fund the Acquisition will be repaid, and additional term debt under the Existing SFA will be made available to the Group

Revolving Facility Lender means the Revolving Facility Lender as defined in the Existing SFA

Second Lien Agent means the second lien agent as defined in the Existing SFA

APPENDICES TO FORM 155(6)(a)

Second Lien Facility Lender means the Second Lien Facility Lender as defined in the Existing SFA

Secured Documents means Finance Documents

Secured Obligations means all obligations owing to the Secured Parties by any debtor under or pursuant to the Secured Documents (including any security agreement and any mortgage), whether present or future, actual or contingent (and whether incurred solely or jointly, and whether as principal or surety or in some other capacity), and including any liability in respect of any further advances made under any of the Secured Documents

Secured Parties means the Secured Parties as defined in the Intercreditor Agreement

Security means:

- (a) a mortgage, charge, standard security, pledge, lien or other encumbrance securing any obligation of any person,
- (b) any agreement or arrangement (including the establishment of any rights of set-off) entered into for the purpose of conferring security or placing the beneficiary of such agreement or arrangement in a preferred position in an insolvency vis-à-vis other unsecured creditors, or
- (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having the effect of creating security

Security Agent means Barclays Bank PLC

Security Document means each of the documents to be delivered by any member of the Group in accordance with the Security Principles and any other document under which any member of the Group creates or is expressed to create any Security for all or any part of the obligations of the Obligors or any of them under any of the Finance Documents

Security Principles means the principles as set out in the Existing SFA

Security Provider means each member of the Group which has entered into a Security Document and which is listed in schedule 2 of the Deed of Confirmation

Transaction Security means the Security created or expressed to be created under or pursuant to the Security Documents

APPENDICES TO FORM 155(6)(a)

APPENDIX E

Capitalised terms used in this Appendix shall have the meaning given to them in paragraph 5 of Appendix D unless otherwise herein defined

Cash to be transferred at the time of giving of the financial assistance is *nil* However, cash may become payable under the Intra-Group Funding Agreement and/or the Existing SFA

The value of any asset to be transferred to the person assisted is *nil* However, cash may become payable under the Intra-Group Funding Agreement and/or the Existing SFA

Kwik-Fit Properties Limited (Company No 02579167)

APPENDICES TO FORM 155(6)(a)

APPENDIX F

On a date to be not later than eight weeks from the date of this statutory declaration

**REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTORS OF KWIK-FIT
PROPERTIES LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES
ACT 1985**

We have reported on the attached statutory declaration of the directors dated 25 May 2007, pursuant to the Companies Act 1985, in connection with the proposed financial assistance to be given by Kwik-Fit Properties Limited (the "Company") for the purchase of the ordinary shares in Kwik-Fit Group Limited

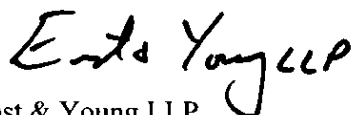
This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report under section 156(4) and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the directors, for our audit work, for this report, or for the opinions we have formed.

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.



Ernst & Young LLP
Registered Auditor
Glasgow
25 May 2007