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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1113

02579167

Name of company

* Kwik-Fit Properties Limited (the "Company") of 30 Brown Street, Manchester M2 2JF

Date of creation of the charge

23 September 2005

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

A composite mortgage dated 23 September 2005 (the "Composite Mortgage") made between (1) the companies listed in Schedule 2 attached hereto (the "Chargors") and (2) Barclays Bank PLC as security agent (the "Security Agent") for and on behalf of the Secured Parties (as defined in Schedule 1 attached hereto).

Amount secured by the mortgage or charge

All obligations owing to the Secured Parties by any Debtor under or pursuant to the Secured Documents (including the Debenture 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 (the "Secured Obligations").

See attached Schedule 1 for definitions.

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

Barclays Bank PLC as Security Agent for and on behalf of the Secured Parties, 5 The North Colonnade, Canary Wharf, London

Postcode E14 4BB

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

FAO JOHANNA SHEPPARD
(via CH London Counter)

Time critical reference

JMZS/B4624/02477/A0A

For official Use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0170
11/10/05

Short particulars of all the property mortgaged or charged

See attached Schedule 1 for definitions used.

The Company has charged with full title guarantee in favour of the Security Agent with the payment and discharge of the Secured Obligations, by way of legal mortgage all its right, title and interest from time to time in each Mortgaged Property.

See attached Schedule 3 for details of the Mortgaged Property charged by the Company.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date 11 October 2005

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 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.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Schedules to Form 395 for Kwik Fit Properties Limited (the "Company") relating to a Composite Mortgage dated 23 September 2005 between the companies listed in Schedule 2 and Barclays Bank PLC

**SCHEDULE 1
DEFINITIONS**

"Agents" means each of the Senior Agent and the Mezzanine Agent;

"Borrower" means a borrower under the facilities in the Senior Facilities Agreement or the Mezzanine Facility Agreement;

"Debenture" means the debenture dated 23 September 2005 between (1) the Company and (2) Barclays Bank PLC as Security Agent for and on behalf of the Secured Parties;

"Debtors" means the Company, the Obligors, and any other member of the Group party to any Secured Document;

"Future Mortgaged Property" means any Real Property, other than the Mortgaged Property, in respect of which the Company enters into a Mortgage pursuant to Clause 6 of the Debenture (*Further Assurance*);

"Group" means Speedy 1 Limited and each of its subsidiaries for the time being;

"Guarantor" means a guarantor under the Senior Facilities Agreement or the Mezzanine Facility Agreement;

"Hedge Counterparty" means each financial institution which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions thereof;

"Intercreditor Agreement" means the intercreditor agreement dated 30 August 2005 between, *inter alia*, Speedy 1 Limited as the company and original obligor, Financière Daunou 2, S.A. as the parent and Luxco, the Agents, Barclays Bank PLC as security agent and various financial institutions listed therein;

"Mezzanine Agent" means Deutsche Bank AG, London Branch in its capacity as agent for the Mezzanine Lenders;

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 30 August 2005 made between, amongst others, Speedy 1 Limited as the company, Barclays Capital and Deutsche Bank AG as the arrangers, the Original Lenders (each as defined in such agreement), the Mezzanine Agent and the Security Agent as amended, varied, novated or supplemented from time to time;

"Mezzanine Finance Documents" means the Finance Documents as defined in the Mezzanine Facility Agreement;

"Mezzanine Lender" means a lender under the Mezzanine Facility Agreement;

"Mortgage" means a mortgage or charge (including the Composite Mortgage) in respect of the Mortgaged Property (or any Future Mortgaged Property) entered into in accordance with Clause 6 of the Debenture (*Further Assurance*) substantially in the form of Schedule 7 of the Debenture (*Form of Legal Mortgage*);

"Mortgaged Property" means:

- (a) each property specified in the attached Schedule 3 (*Details of Mortgaged Property*);
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property

and includes all Related Rights

"Obligor" means a Borrower or a Guarantor or the Company;

"Priority Creditors" means the Senior Creditors and the Mezzanine Lenders;

"Real Property" means:

- (a) any freehold, leasehold or immovable property (including the Mortgaged Property), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights;

"Related Rights" means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Documents" means the Mezzanine Finance Documents and the Senior Finance Documents;

"Secured Obligations" means all obligations owing to the Secured Parties by any Debtor under or pursuant to the Secured Documents (including the Debenture 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 Security Agent, any receiver (to the extent appointed in accordance with applicable law or pursuant to the terms of the security documents and other

than a Dutch *curator* or *bewindvoerder* or similar officer appointed by the court under the laws of The Netherlands or an administrator (*Insolvenzverwalter*, *Sachwalter* or *Verwalter*) or similar officer appointed by a court under the laws of Germany) or delegate (to the extent appointed in accordance with applicable law or pursuant to the terms of the security documents), and each of the Agents and the Priority Creditors from time to time but, in the case of each Agent or Priority Creditor, only if it is a party to the Intercreditor Agreement or has delivered to the Security Agent a duly executed lender accession undertaking accepted by the Security Agent and the relevant Agent;

"Senior Agent" means Barclays Bank PLC in its capacity as agent for the Senior Lenders;

"Senior Creditor" means the Senior Lenders and the Hedge Counterparties;

"Senior Facilities Agreement" means the senior facilities agreement dated 30 August 2005 between, amongst others, Speedy 1 Limited as the company, Barclays Capital and Deutsche Bank AG, London Branch as the arrangers, Barclays Bank PLC as the issuing bank, the Original Lenders (as defined in such agreement), the Senior Agent and the Security Agent as amended, varied, novated or supplemented from time to time;

"Senior Finance Documents" means the Finance Documents as defined in the Senior Facilities Agreement; and

"Senior Lender" means a lender under the Senior Facilities Agreement.

SCHEDULE 2
THE CHARGORS

No.	Name	Jurisdiction	Company No.
1.	Kwik Fit Properties Limited	England & Wales	02579167
2.	Superdrive Motoring Centres Limited	England & Wales	00434155
3.	Kwik Fit Holdings Limited	England & Wales	00362333
4.	Kwik Fit (Eastern) Limited	England & Wales	01423644
5.	Kwik Fit (GB) Limited	England & Wales	01009184
6.	Ebley Tyre Services Limited	England & Wales	02576479
7.	Swanton Novers Estates Limited	England & Wales	02107230
8.	Exhaust Specialists Limited	England & Wales	00967173
9.	Kwik Fit Developments Limited	England & Wales	02066868
10.	Detailagent Limited	England & Wales	SC129563

SCHEDULE 3
DETAILS OF MORTGAGED PROPERTY

1. The freehold property known as Roe Green Service Station, Kingsbury Road, Kingsbury, London, NW9 9PH as the same is registered at the Land Registry under title number NGL656674.
2. The freehold property known as 74-76 High Street Harpenden as the same is registered at The Land Registry under title number HD257081 being 74-76 High Street Harpenden (AL5 2SP).
3. The freehold property known as 212 Thornaby, Thornaby, Stockton on Tees, as the same is registered at the Land Registry under title number CE87550 being Lanehouse Garage, Thornaby Road, Thornaby on Tees.
4. The freehold property known as 39 Kimberley Park Road, Falmouth as the same is registered at the Land Registry under title number CL44057 being 39 Kimberley Park Road, Falmouth.
5. The freehold property known as Henry Street, Off Liverpool Road, Eccles, Manchester as the same is registered at the Land Registry under title number GM478520 being land lying to the North West of Liverpool Road, Eccles.
6. The freehold property known as Apex Works, 39-41 Kent Road/30-32 Westgate Road Dartford as the same is registered at the Land Registry under the title number K649029 being land and buildings on the south west side of the junction between Kent Road and Westgate Road, Dartford.
7. The freehold property known as 1852/1854 Pershore Road, Cotteridge, Birmingham, Kings Norton as the same is registered at the Land Registry under title number WK224187 being 1852 and 1854 Pershore Road, Kings Heath, (B30 3AS).
8. The freehold property known as The North Farm, Cowpen Road, Blyth, Northumberland as the same is registered at the Land Registry under title number ND93380 being North Farm Public House, Cowpen Road, Blyth (NE24 5TT).
9. The freehold property known as Boothferry Road, Goole as the same is registered at the Land Registry under title number HS254693 being the former sites of 144,146 and 148 Boothferry Road, Goole.
10. The freehold property known as 104 Marsh Street, North Hanley as the same is registered at the Land Registry under title number SF250866 being 109-125(odds) Marsh Street, North Hanley.
11. The freehold property known as Tavistock Road, Plymouth as the same is registered at the Land Registry under title number DN377912 being land on the north side of Tavistock Road.

12. The freehold property known as 30-32 Farnborough Road, Farnborough as the same is registered at the Land Registry under title number HP481765 being 28, 30 and 32 Farnborough Road, Farnborough.
13. The freehold property known as New Road, Havant as the same is registered at the Land Registry under title number HP7298 being New Road Garage, Havant.
14. The freehold property known as 59-63 Knights Hill, West Norwood, London as the same is registered at the Land Registry under title number SGL448736 being 59, 61 and 61A and 63 Knight's Hill, West Norwood.
15. The freehold property known as 26-29 The Rushes, Loughborough as the same is registered at the Land Registry under title number LT128097 being land and buildings at the junction of Bridge Street and the Rushes, Loughborough.
16. The freehold property known as 232 Harrogate Road, Chapel Allerton, Leeds as the same is registered at the Land Registry under title number WYK250236 being 232 Harrogate Road (LS7 4QD).
17. The freehold property known as Godstone Road, Caterham, Surrey as the same is registered at the Land Registry under title number SY687791 being land on the east side and north side of Godstone Road, Caterham.
18. The freehold property known as 48 The Mall, Ealing as the same is registered at the Land Registry under title number AGL110690 being 48 The Mall, (W5 3TJ).
19. The freehold property known as Newton Street/East Street and being the rear of Sudbury Post Office at 101 East Street Sudbury as the same is known at the Land Registry under title number SK174511 being land lying to the east of East Street, Sudbury.
20. The freehold property known as 47-49 & 47 Queen Street Deal Kent as the same is registered at the Land Registry under title number K305950 being garage premises at the junction of Queen Street and Blenheim Road Deal Kent.
21. The freehold property known as 38 Lower Stone Street, Maidstone, as the same is registered at the Land Registry under title number K69352 being 38 Lower Stone Street.
22. The freehold property known as 48-54 St Johns Street Bridgewater as the same is registered at the Land Registry under title number ST82934 being the land and buildings on the south side of St John Street Bridgewater.
23. The freehold property known as Upper Gun Gate Tamworth as the same is registered at the Land Registry under title number SF346880 being the land on the east side of Upper Gungate.

24. The freehold property known as 32-36 St John's Street Bridlington as the same is registered at the Land Registry under title number HS172370 being Bus Depot 32/38 St John's Street Bridlington.
25. The freehold property known as 24 Ings Road Wakefield as the same is registered at the Land Registry under title number WYK279482 being land and buildings on the south side of Ings Road Wakefield.
26. The freehold property known as 103-105 and 105a Springbank Hull as the same is registered at the Land Registry under title number YK17870 being 103 105 and 105A Spring Bank Kingston upon Hull.
27. The freehold property known as 19 St Margaret's Green Ipswich as the same is registered at the Land Registry under title number SK109538 being land on the north eastern side of St Margaret's Green Ipswich.
28. The leasehold property known as Townhead Street/Broad Lane Sheffield as the same is registered at the Land Registry under title number SYK287501 being land and buildings on the north side of Broad Lane.
29. The freehold property known as 3 Landsdowne Road/Longlands Road, Middlesborough as the same is registered at the Land Registry under title number CE167318 and CE167319 being land and buildings on the south side of Longlands Road.
30. The freehold property known as 33 to 39 (odd) St James' Street, Kings Lynn as the same is registered at the Land Registry under title number NK280795.
31. The freehold property known as 286/290 High Street, Berkhamsted, HP4 1AH as the same is registered at the Land Registry under title number HD413822.
32. The freehold property known as 387 and 389 Bethnal Green Road and 1-5 (Odd numbers) Canrobert Street as the same is registered at the Land Registry under title number NGL345910.
33. The freehold property known as land and buildings lying to the east side of Linthorpe Road, Middlesborough, 436/436A/436B Linthorpe Road, 6/8/10 Stonehouse Street Middlesbrough as the same is registered at the Land Registry under title numbers CE28317, CE88558, TES18489 and TES20942.
34. The freehold property known as 122-128 Old Street London as the same is registered at the Land Registry under title number NGL816117.
35. The freehold property known as 90 North Quay, Great Yarmouth as the same is registered at the Land Registry under title number NK84192 being 90 North Quay, Great Yarmouth.

36. The leasehold property known as land and buildings on the north side of Woodchurch Road, Birkenhead as the same is registered at the Land Registry under title number MS326608.
37. The leasehold property known as land on the north-east side of Durham road, Portsmouth as the same is registered at the Land Registry under title number HP434527.
38. The leasehold property known as land on the 45 Stamford Hill, Hackney as the same is registered at the Land Registry under title number EGL340228.
39. The leasehold property known as 685-691(Odd numbers) Durham Road, Low Fell as the same is registered at the Land Registry under title number TY261600.
40. The leasehold property known as 32 Monument Way, Haringey N17, GNX as the same is registered at the Land Registry under title number EGL295286.
41. The leasehold property known as 453B Brighton Road as the same is registered at the Land Registry under title number SGL548696.
42. The leasehold property known as 366 Northolt Road, (HA2 8ES) as the same is registered at the Land Registry under title number NGL688222.
43. The leasehold property known as 1 and 1a Brownhill Road, Catford as the same is registered at the Land Registry under title number TGL113972.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02579167

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE MORTGAGE DATED THE 23rd SEPTEMBER 2005 AND CREATED BY KWI-FIT PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY ANY DEBTOR TO THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th OCTOBER 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —