

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

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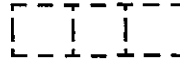
Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



02579167

Name of company

* Kwik-Fit Properties Limited

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

* insert full name of company

~~1/1/85~~ Timothy Charles Parker of 2 Ettrick Road, Edinburgh EH10 5BJ

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

† delete as appropriate

[the sole director] ~~Ø~~ the above company do solemnly and sincerely declare that:

The business of the company is:

~~(a) that of a recognised bank, licensed institution in the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 1 of the Insurance Companies Act 1982 to carry on~~

~~insurance business in the United Kingdom~~

(c) something other than the above§

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

~~company~~ [company's holding company] Kwik-Fit Holdings Limited

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].†

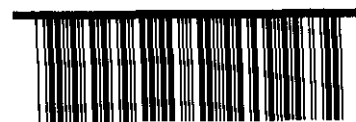
The number and class of the shares acquired or to be acquired is: 179,956,255 ordinary
shares of £0.10 each

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

Linklaters
One Silk Street
London
EC2Y 8HQ
DX 10 CDE

For official Use
General Section

Post room



LD3
COMPANIES HOUSE

0313
27/02/04

Ref: NMS/ALIC/OE

The assistance is to be given to: (note 2) Kwik-Fit Finance Limited
(formerly known as Guideflat Limited) (Registered number 04474262) with
registered address One Silk Street, London EC2Y 8HQ

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:

Please see paragraph 2 of Appendix A.

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

† delete as
appropriate

Kwik-Fit Finance Limited

The principal terms on which the assistance will be given are:

Please see Appendix B.

The amount of cash to be transferred to the person assisted is £ Nil.

The value of any asset to be transferred to the person assisted is £ Nil.

The date on which the assistance is to be given is Please see Appendix C.

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

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

I/~~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) [~~I/WE~~ have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

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

And I/~~WE~~ make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

Declarants to sign below

BROXBURN

Day Month Year
on

2	4	0	2	2	0	0	4
---	---	---	---	---	---	---	---

before me AUSTIN FLYNN

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

Tristram Hamer

A. Flynn

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 2EB

Appendix A

Form 155(6)(a)

Kwik-Fit Properties Limited
(Company Number 02579167)
(the "**Company**")

1 Definitions

In this Statutory Declaration (including Appendix B), the following expressions have, unless otherwise defined, the following meanings:

"Accession Letter" means a document substantially in the form set out in Schedule 13 (*Form of Accession Letter*) to the Facility Agreement.

"Account" means any credit balance from time to time on any account opened or maintained by the Company with the Security Trustee or any other financial institution and all Related Rights.

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

"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.

"Agent's Spot Rate of Exchange" means the Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11:00 a.m. on a particular day.

"Amendment Agreement" means the amendment and restatement agreement dated 19 December 2003 in respect of the Facility Agreement between the Parent, the Original Borrower and several of its subsidiaries including the Company, the Mandated Lead Arrangers (as defined therein), the Lenders, the Co-ordinator, the Security Trustee and the Agent.

"Ancillary Commitment" means, in relation to an Ancillary Lender and any Ancillary Facility, the amount determined pursuant to sub-clause 7.2.5 of Clause 7.2 (*Completion of an Ancillary Request*) of the Facility Agreement to the extent that amount is not cancelled or reduced under the Facility Agreement or the Ancillary Documents relating to that Ancillary Facility.

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility.

"Ancillary Facility" means any ancillary facility made available upon request as described in Clause 7 (*Ancillary Facilities*) of the Facility Agreement.

"Ancillary Lender" means each bank which makes available an Ancillary Facility in accordance with Clause 7 (*Ancillary Facilities*) of the Facility Agreement.

"April Security Document" means:

- (a) the bond and floating charge dated 28 April 2003 granted by Kwik-Fit Insurance Services Limited in favour of the Security Trustee;

- (b) the share pledge dated 28 April 2003 granted by Kwik-Fit Telemarketing Limited in favour of the Security Trustee;
- (c) the share pledge dated 15 April 2003 granted by Kwik-Fit Europe B.V. in favour of the Security Trustee; and
- (d) the first ranking debenture dated 28 April 2003 creating fixed and floating charges over all of the assets and undertakings of TPAS (UK) Limited in favour of the Security Trustee.

"Assigned Account" means each Account (being any Cash Collateral account, any Holding Account and any Mandatory Prepayment Account) specified in Part A of Schedule 5 (*Details of Other Security*) to the Company Debenture (and any renewal or redesignation thereof) and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee.

"Available Commitment" means, in relation to a Facility, a Lender's Commitment under that Facility minus:

- (a) the Base Currency Amount of its participation in any outstanding Utilisations under that Facility and, in the case of a Revolving Facility only, the Base Currency Amount of its aggregate Ancillary Commitments; and
- (b) in relation to any proposed Utilisation of a Facility, the Base Currency Amount of its participation in Utilisations that are due to be made under that Facility on or before the proposed date of the Utilisation and, in the case of the Revolving Facility only, the Base Currency Amount of its Ancillary Commitment in relation to any new Ancillary Facility that is due to be made available on or before the proposed date of the Utilisation,

other than in relation to any proposed Utilisation of the Facility under the Revolving Facility, that Lender's participation in any Utilisations of the Revolving Facility that are due to be repaid on or before the proposed date of the Utilisation and that Lender's Ancillary Commitments that are due to be reduced or cancelled on or before the proposed date of Utilisation.

"Available Facility" means, in relation to a Facility, the aggregate for the time being of each Lender's Available Commitment in respect of that Facility.

"Base Currency" or "£" means Sterling.

"Base Currency Amount" means, in relation to a Utilisation the amount specified in the Utilisation Request delivered by a Borrower for that Utilisation (or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange) on the date which is:

- (a) in relation to a Utilisation three business days before the Utilisation Date; or
- (b) in the case of a renewal or revaluation of a Letter of Credit the later of:
 - (i) the date falling two business days before its issue date or any renewal date; or
 - (ii) the most recent L/C Valuation Date,
 adjusted to reflect any repayment, prepayment, consolidation or division of the Loan, or Letter of Credit as the case may be; or
- (c) in relation to an Ancillary Commitment, the amount specified in the notice delivered to the Agent by the Ancillary Lender making available that Ancillary Facility pursuant to sub-clause 7.2.5 of Clause 7.2 (*Completion of an Ancillary Request*) of the Facility Agreement

(or, if the amount specified is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three business days before the Commencement Date for that Ancillary Facility or, if later, the date the Agent receives the notice of the Ancillary Commitment) which is adjusted to reflect any cancellation or reduction of that Ancillary Facility. If no notice is delivered pursuant to sub-clause 7.2.5 of Clause 7.2 (*Completion of an Ancillary Request*) of the Facility Agreement, the Base Currency Amount of the Ancillary Commitment shall be calculated by reference to the amount estimated by the Agent to be the Ancillary Commitment in accordance with sub-clause 7.2.5 of Clause 7.2 (*Completion of Ancillary Request*) of the Facility Agreement.

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

"Cash Collateral" means, in relation to any Letter of Credit or L/C Proportion of a Letter of Credit, a deposit in such interest-bearing account or accounts as the Agent may specify, that deposit and account to be secured in favour of, and on terms and conditions acceptable to, the Agent.

"Cash Collateral Document" means any document as the Agent may specify, to be entered into in relation to the Cash Collateral.

"Charged Assets" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Company Debenture or any New Mortgage.

"Charged Share Portfolio" means the Shares and the Related Assets.

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Company Debenture or any New Mortgage or by law.

"Commencement Date" means, in relation to an Ancillary Facility, the date on which that Ancillary Facility is first made available.

"Commitment" means a Facility A1 Commitment, a Facility A2 Commitment or a Revolving Facility Commitment.

"Company" means Kwik-Fit Properties Limited (company number 02579167).

"Company Debenture" has the meaning given to it in Part 2 of this Appendix A.

"Company Mortgage" has the meaning given to it in Part 2 of this Appendix A.

"Company Standard Security" has the meaning given to it in Part 2 of this Appendix A.

"Co-ordinator" means Barclays Capital.

"DDB Agreement" means the bond instrument by the Original Borrower dated 11 August 2002 and as amended on 15 November 2002 pursuant to which the DDBs are or will be constituted.

"DDB Documents" means the DDB Agreement and all other documents in relation to the DDBs.

"DDB Holders" means:

- (a) if it holds DDBs, the Original DDB Holder; and
- (b) any transferee under the DDB Agreement, including The Kwik-Fit Employee Share Ownership Trust.

"DDBs" means £280,046,731.02 deep discount bonds 2012 issued by the Original Borrower (as

such amount may be increased to finance the June Account Payment (as defined in the Subordination Deed)).

"Debtor" means the Parent, the Obligors, and any other member of the Group party to any Secured Document.

"Facility" means Facility A, the Revolving Facility and (where appropriate) each Ancillary Facility.

"Facility A" means Facility A1 or Facility A2.

"Facility A1" means the term loan facility made available under the Facility Agreement as described in Clause 2 (*The Facilities*) of the Facility Agreement.

"Facility A1 Commitment" means:

- (a) in relation to a Lender, the amount in the Base Currency opposite its name under the heading "Facility A1 Commitment" in Schedule 1 (*The Lenders*) to the Facility Agreement and the amount of any other Facility A1 Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility A1 Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"Facility A1 Loan" means a loan made or to be made under Facility A1 or the principal amount outstanding for the time being of that loan.

"Facility A2" means the term loan facility made available under the Facility Agreement as described in Clause 2 (*The Facilities*) of the Facility Agreement.

"Facility A2 Commitment" means:

- (a) in relation to a Lender, the amount in the Base Currency opposite its name under the heading "Facility A2 Commitment" in Schedule 1 (*The Lenders*) and the amount of any other Facility A2 Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility A2 Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"Facility A2 Loan" means a loan made or to be made under Facility A2 or the principal amount outstanding for the time being of that loan.

"Facility Agreement" means the £111,000,000 facility agreement dated 11 August 2002 made between the Parent, the Original Borrower, the Lenders, the Co-ordinator, the Security Trustee and the Agent, as amended and restated on 14 November 2002, as amended on 28 April 2003, as amended and restated on 5 September 2003 and, subject to the satisfaction of certain conditions precedent which include, but are not limited to, the entering into of the New Security Documents, as amended and restated to a £220,000,000 facility agreement pursuant to the Amendment Agreement, and as further amended, restated, novated or supplemented from time to time.

"Fee Letter" means any letter or letters from the Co-ordinator to the Original Borrower or the Agent to the Original Borrower or the Fronting Bank to the Original Borrower (in each case acknowledged by the Original Borrower) setting out any of the fees referred to in Clause 16 (*Fees*) of the Facility Agreement, Clause 5 (*Fees, cost and expenses*) of the Amendment Agreement and any other agreement setting out fees referred to in Clause 7.4 (*Interest, Commitment Commission and Fees*

on Ancillary Facilities) of the Facility Agreement.

"Finance Document" means the Facility Agreement, the Amendment Agreement, the DDB Documents, any Security Document, the Subordination Deed, the Hedging Documents, any Cash Collateral Document, any Fee Letter, any Accession Letter, any Resignation Letter, any Ancillary Document and any other document designated as such by the Majority Lenders (as defined in the Facility Agreement) and the Original Borrower.

"Fronting Bank" means a Lender which has notified the Agent that it has agreed to a Borrower's request to be a fronting bank pursuant to the terms of the Facility Agreement.

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

"Group" means the Parent and its Subsidiaries for the time being.

"Guarantor" means each Original Guarantor and each Additional Guarantor.

"Hedging Documents" means the documents entered into between a member of the Group and a Hedging Lender for the purpose of implementing the hedging strategy required by the Hedging Letter.

"Hedging Lender" means each Lender or Affiliate of a Lender which accedes to the Security Trust Deed and the Subordination Deed as a "Hedging Lender".

"Hedging Letter" means a letter dated 14 November 2002 between the Agent and the Original Borrower setting out the hedging strategy agreed in relation to the Facilities.

"Holding Account" means an account (a) held in England by a member of the Group with the Security Trustee, (b) identified in a letter between the Original Borrower and the Agent as a Holding Account (as the same may be redesignated, substituted or replaced from time to time) and (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and the Security Trustee.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Intra-Group Funding Agreement" has the meaning given to it in Part 2 of this Appendix A.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Investors" means the Original Investors and any transferees.

"LC Proportion" means, in relation to a Lender in respect of any Letter of Credit and save as otherwise provided in the Facility Agreement, the proportion (expressed as a percentage) borne by that Lender's Available Commitment to the Available Facility immediately prior to the issue of that Letter of Credit.

"LC Valuation Date" means the first business day which falls six months after the date the first Letter of Credit is issued pursuant to the Facility Agreement and each day falling at six monthly intervals after that date.

"Lenders" means:

- (a) each person specified as a Lender in the Facility Agreement; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with Clause 27 (*Change to the Lenders*) of the Facility Agreement.

"Letter of Credit" means a letter of credit or a bank guarantee issued or to be issued by a Fronting Bank under the Revolving Facility substantially in the form set out in Schedule 11 (*Form of Letter of Credit*) to the Facility Agreement or in such other form requested by a Borrower which is acceptable to the Agent and the relevant Fronting Bank.

"Loan" means a Facility A1 Loan, a Facility A2 Loan or a Revolving Facility Loan.

"Mandatory Prepayment Account" means an interest-bearing account (a) held in England by a member of the Group with the Security Trustee and (b) identified in a letter between the Original Borrower and the Agent as a Mandatory Prepayment Account (as the same may be redesignated, substituted or replaced from time to time) (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and the Security Trustee and (d) from which no withdrawals may be made by any members of the Group.

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

"Mortgaged Property" means:

- (a) the property specified in Schedule 1 (*Details of Mortgaged Property*) to the Company Mortgage; and
- (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.

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

"New Security Document" means:

- (a) each second ranking debenture (including the Company Debenture) dated on or about the date of this Statutory Declaration creating fixed and floating charges over all of the assets and undertakings of the Original Borrower, the Parent, the Company and all those other Obligors incorporated in England and Wales;
- (b) each mortgage (including each New Mortgage) entered into by each of Kwik-Fit Holdings Limited, Kwik-Fit (GB) Limited, Superdrive Motoring Centres Limited and the Company dated on or after the date of this Statutory Declaration creating second ranking legal mortgages in respect of Real Property in England and Wales in favour of the Security Trustee;
- (c) each supplemental deed to the Original Guarantee dated on or about the date of this Statutory Declaration entered into by each of Kwik-Fit Insurance Services Limited, TPAS (UK) Limited and Kwik-Fit Ireland Limited;
- (d) the second ranking mortgage debenture governed by Irish Law dated on or about the date of this Statutory Declaration and entered into by Kwik-Fit Ireland Limited in favour of the Security Trustee;
- (e) the bond and floating charge governed by Scottish Law dated on or about the date of this Statutory Declaration and granted by Kwik-Fit Insurance Services Limited in favour of the Security Trustee;
- (f) each share pledge dated on or about the date of this Statutory Declaration granted by each of Kwik-Fit (GB) Limited and Kwik-Fit Telemarketing Limited in favour of the Security Trustee; and
- (g) the standard security (including the Company Standard Security) governed by Scottish Law dated on or about the date of this Statutory Declaration and provided by each of Kwik-Fit Holdings Limited and the Company in favour of the Security Trustee over land or property situated in Scotland.

"Obligor" means a Borrower or a Guarantor.

"Original Borrower" means Kwik-Fit Finance Limited (formerly Guideflat Limited).

"Original DDB Holder" means each of CVC European Equity Partner III LP; CVC European Equity Partners III Parallel Fund - A LP; CVC European Partners III Parallel Fund - B LP; CVC Europe Enterprise (Cayman) LP; CVC Europe Enterprise (Domestic) LP; Citicorp Capital Investors Europe Limited; Citi-Europe Co-Invest, L.P.; CVC European Equity Partners II L.P. and CVC European Equity Partners II (Jersey) L.P..

"Original Debenture" means each of the first ranking debentures dated 15 November 2002 creating fixed and floating charges over all of the assets and undertakings of the Original Borrower, the Parent and all those Obligors incorporated in England and Wales.

"Original Guarantee" means the composite guarantee dated 15 November 2002 between, amongst others, the Parent and the Original Borrower in favour of the Security Trustee, as acceded to by Additional Guarantors from time to time.

"Original Guarantor" means each company listed in Part I (*Share Pledges*) of Schedule 5 to the Facility Agreement and each company listed in Part II (*Debentures*) of Schedule 5 to the Facility Agreement and includes the Company.

"Original Investors" means the Original DDB Holders and Capital Investors 2002 Limited.

"Original Mortgage" means each first ranking mortgage or charge dated 4 March 2003 in respect of certain Real Property entered into by each of the Company, Kwik-Fit (GB) Limited, Kwik-Fit Holdings Limited and Superdrive Motoring Centres Limited in favour of the Security Trustee.

"Original Security Document" means:

- (a) each Original Debenture;
- (b) each Original Mortgage;
- (c) the Security Trust Deed;
- (d) each Original Guarantee;
- (e) each share pledge in favour of the Security Trustee and delivered on 15 November 2002 by the Obligors set out in Part I (*Share Pledges*) of Schedule 5 to the Facility Agreement and from time to time by any other company incorporated in a jurisdiction other than England and Wales which accedes to the Facility Agreement as an Obligor; and
- (f) any standard security governed by Scottish Law provided by an Obligor in favour of the Security Trustee dated 15 November 2002 over land or property situated in Scotland.

"Parent" means Kwik-Fit Group Limited (formerly Forgecycle Limited).

"Real Property" means:

- (a) any freehold or leasehold 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.

"Receiver" means a receiver or receiver and manager of the whole or any part of the Security created by the Security Documents and shall, if allowed by law, include an administrative receiver.

"Related Assets" means, in relation to any Shares, all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

"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.

"Resignation Letter" means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) to the Facility Agreement.

"Revolving Facility" means the revolving facility and letter of credit facility made available under the Facility Agreement.

"Revolving Facility Commitment" means:

- (a) in relation to a Lender, the amount in the Base Currency set opposite its name under the heading "Revolving Facility Commitment" in Schedule 1 (*The Lenders*) to the Facility Agreement and the amount of any other Revolving Facility Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Revolving Facility Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"Revolving Facility Loan" means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan.

"Secured Documents" means:

- (a) the Facility Agreement and each other document in relation to the term and revolving facilities made available pursuant to the Facility Agreement;
- (b) each document relating to or evidencing the terms of an Ancillary Facility;
- (c) the DDB Documents;
- (d) the Hedging Documents;
- (e) the Security Documents;
- (f) any other document given to any Secured Party by any member of the Group pursuant to or in connection with any Secured Document; and
- (g) any other document designated by the Original Borrower, the Security Trustee and any Secured Party as a Secured Document.

"Secured Obligations" means all obligations owing to the Secured Parties by any Debtor under or pursuant to the Secured Documents (including the Company Debenture and any New 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 Trustee, the Lenders, the DDB Holders, the Hedging Lenders, the Ancillary Lenders, the Agent and the Receiver.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Document" means each Original Security Document, each April Security Document and each New Security Document and any other security document that may at any time be given as security for any of the liabilities pursuant to or in connection with any Finance Document.

"Security Trust Deed" means the security trust deed entered into by the Lenders, the DDB Holders, the Agent, the Ancillary Lenders, the Hedging Lenders and the Security Trustee dated 11 August 2002 as amended and restated on 14 November 2002.

"Security Trustee" means Barclays Bank PLC as trustee for the Secured Parties on the terms and conditions set out in the Security Trust Deed.

"Seller" means Ford Automotive Holdings.

"Shares" means all of the shares in the capital of each company specified in Part B of Schedule 5 (*Details of Other Security*) to the Company Debenture held by, to the order or on behalf of the Company at any time.

"Specific Contracts" means each contract specified in Part C of Schedule 5 (*Details of Other Security*) to the Company Debenture.

"Standard Conditions" means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and any lawful variation thereof operative for the time being.

"Standard Property" means all and whole the subjects described in the schedule annexed and executed to the Company Standard Security.

"Subordination Deed" means the subordination deed dated 15 November 2002 between the Original Borrower, the Parent, the Intra-Group Borrowers (as defined therein), the Intra-Group Creditors (as defined therein), the Seller (as original junior creditor), the Investors, the DDB Holders, the Hedging Lenders, the Original Lenders (as defined therein), the Working Capital Bank and the Security Trustee.

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

"Utilisation" means a utilisation of the Facility whether by way of a Loan or Letter of Credit.

"Utilisation Date" means the date of a Utilisation, being the date on which the relevant Loan is to be made or the relevant Letter of Credit is to be issued.

"Utilisation Request" means a notice substantially in the form set out in Schedule 3 (*Requests*) of the Facility Agreement.

"Working Capital Bank" means Barclays Bank PLC.

In this Statutory Declaration (including Appendix B), a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated.

2 Form of Financial assistance

The financial assistance will take the form of the execution and performance by the Company of its obligations under the following documents (as the same may be amended, varied, supplemented or substituted from time to time)(together, the **"Documents"**):

- 2.1** a debenture (the **"Company Debenture"**) to be entered into between the Company and the Security Trustee creating second ranking fixed and floating charges over all of the Company's assets and undertaking in favour of the Security Trustee;
- 2.2** a mortgage (the **"Company Mortgage"**) to be entered into between the Company and the Security Trustee, creating a second ranking legal mortgage over the Mortgaged Property in

favour of the Security Trustee;

- 2.3 a standard security (the "**Company Standard Security**") to be entered into between the Company and the Security Trustee, creating a standard security over certain of the Company's Real Property in Scotland in favour of the Security Trustee; and
- 2.4 an intra-group funding agreement (the "**Intra Group Funding Agreement**") to be entered into between the Company and certain other Obligors, under which each Obligor agrees to lend funds to those Obligors,

and by the performance of any other acts or the execution of any other documents ancillary or otherwise relating to the Documents.

This is the Appendix A referred to in Form 155(6)(a) declared by the Directors of the Company on

26th February 2004

Timothy Parker

Timothy Parker

A. J. F.

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

Appendix B
Form 155(6)(a)

Kwik-Fit Properties Limited
(Company Number 02579167)
(the "**Company**")

The principal terms on which the financial assistance will be given are:

- 1** By executing the Company Debenture, the Company:
 - 1.1** covenants with the Security Trustee as trustee for the Secured Parties that it shall on demand by the Security Trustee discharge all Secured Obligations and pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by any Debtor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, provided that neither such covenant nor the security constituted by the Company Debenture or any New Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law;
 - 1.2** agrees that if the Debtor fails to pay any sum on the due date for payment of that sum, it shall pay interest on any such sum (before and after judgment and to the extent that interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate of one per cent. per annum over the rate at which the Security Trustee was being offered, by prime banks in the London Interbank Market, deposits in an amount comparable to such sums in the currency or currencies thereof for such period(s) as the Security Trustee may from time to time select;
 - 1.3** subject to the terms of the Original Debenture granted by the Company, charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of fixed charge (which shall rank second only to any fixed charges created under or pursuant to the Original Debenture granted by the Company and which so far as it relates to land in England and Wales vested in the Company at the date of execution of the Company Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):
 - (i) the Real Property;
 - (ii) the Tangible Moveable Property;
 - (iii) the Accounts;
 - (iv) the Intellectual Property;
 - (v) any goodwill and rights in relation to the uncalled capital of the Company;
 - (vi) the Investments;
 - (vii) the Charged Share Portfolio; and
 - (viii) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Company

Debenture and all Related Rights;

- 1.4 subject to the terms of the Original Debenture granted by the Company, assigns with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):
- 1.4.1 the proceeds of any Insurance Policy and all Related Rights;
 - 1.4.2 all rights and claims in relation to any Assigned Account; and
 - 1.4.3 each of the Specific Contracts;
- 1.5 subject to the terms of the Original Debenture granted by the Company, charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of floating charge (which shall rank second only to any floating charges created under or pursuant to the Original Debenture granted by the Company) the whole of the Company's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Security Trustee as security for the whole of or part of the Secured Obligations;
- 1.6 undertakes that it shall promptly enter into a New Mortgage over any Real Property from time to time if required by the Security Trustee and do all such acts or execute all such documents as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):
- 1.6.1 to perfect the security created or intended to be created in respect of the Charged Assets which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting or intended to constitute the Charged Assets or for the exercise of the Collateral Rights;
 - 1.6.2 to confer on the Security Trustee security over any property and assets of the Company located in any jurisdiction outside England and Wales which is equivalent or similar to the security intended to be conferred by or pursuant to the Company Debenture; and/or
 - 1.6.3 to facilitate the realisation of the Charged Assets;
- 1.7 undertakes that it shall take all such action as is available to it as may be necessary (including making all filings and registrations) for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to the Company Debenture and any New Mortgage;
- 1.8 undertakes that, if requested to do so by the Security Trustee, it shall use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Trustee) as soon as possible any consents necessary, including any consent necessary for any New Mortgage, to enable its assets to be the subject of an effective fixed charge or assignment pursuant to Clause 3 (*Fixed Charges, Assignments and Floating Charge*) of the Company Debenture and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Company shall promptly deliver a copy of each consent to the Security Trustee;

- 1.9** undertakes that it shall not at any time during the subsistence of the Company Debenture or any New Mortgage, create or permit to subsist any Security over all or part of the Charged Assets other than as permitted under the Secured Documents (including for the avoidance of doubt, under Clause 24.3 (*Negative Pledge*) of the Facility Agreement);
- 1.10** undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Company Debenture or any New Mortgage, except as permitted pursuant to the Secured Documents (including, for the avoidance of doubt, under Clause 24.4 (*Disposals*) of the Facility Agreement) or by Clause 7 (*Negative Pledge and Disposals*) of the Company Debenture:
- 1.10.1** execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Assets;
 - 1.10.2** create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Assets;
 - 1.10.3** create, grant or permit to exist any restriction on the ability to transfer or realise, all or any part of the Charged Share Portfolio;
 - 1.10.4** (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Mortgaged Property (or any Future Mortgaged Property) or (b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Mortgaged Property (or Future Mortgaged Property), which, in each case, would be likely to adversely affect the value of any of the Mortgaged Property (or the Future Mortgaged Property) or may adversely affect the ability of the Security Trustee to exercise any of the Collateral Rights (and, for the avoidance of doubt, the Company may without limitation perform the activities referred to at (a) and (b) above in respect of Real Property other than Mortgaged Property or Future Mortgaged Property); or
 - 1.10.5** assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Trustee, or the credit balance standing to any such Account shall be capable of assignment or other disposal; and
- 1.11** agrees to indemnify the Security Trustee against certain costs, claims, expenses and liabilities.
- 2** By executing the Company Mortgage the Company:
- 2.1** charges with full title guarantee in favour of the Security Trustee with the payment and discharge of the Secured Obligations, by way of legal mortgage (subject to the terms of the Original Mortgage) all its right, title and interest from time to time in the Mortgaged Property;
 - 2.2** consents to an application being made to H.M. Chief Land Registrar to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Mortgaged Property:

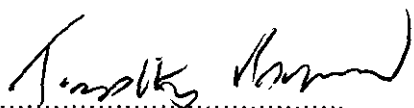
"No transfer, disposition, dealing, charge or mortgage of the registered estate by the proprietor of the registered estate or any transfer made in the exercise of the power of sale possessed by the holder of any subsequent charge is to be registered or noted without a written consent signed by the proprietor for the time being of the charge dated [•] in favour

of [•] referred to in the Charges Register";

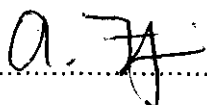
- 2.3 agrees that each Lender is under an obligation to make further Loans to the Borrowers and that obligation will be deemed to be incorporated into the Company Mortgage as if set out in the Company Mortgage; and
- 2.4 consents to an application being made to H.M. Chief Land Registrar to enter the obligation to make further Loans on the Charges register of any registered land forming part of the Mortgaged Property.
- 3 By executing the Company Standard Security, the Company:
 - 3.1 in continuing security for the payment and discharge of the Secured Obligations, grants a second ranking standard security in favour of the Security Trustee as trustee for the Secured Parties over its interest in the Standard Property;
 - 3.2 undertakes that except as permitted pursuant to the Secured Documents (including under Clause 25.4 (*Disposals*) of the Facility Agreement) it shall not grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to the Standard Property or allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Standard Property, which, in each case, would be likely to adversely affect the value of the Standard Property;
 - 3.3 undertakes that it shall not create or permit to subsist any Security (other than as expressly permitted under the Secured Documents (including for the avoidance of doubt under Clause 25.3 (*Negative Pledge*) of the Facility Agreement)) over the Standard Property; and
 - 3.4 agrees that the Standard Conditions shall apply as varied (a) in the Company Standard Security, and (b) by the Secured Documents, provided that (i) Standard Condition 2 shall not apply (ii) to the extent that the Standard Conditions are inconsistent the terms of the Company Standard Security and the Secured Documents, then the terms of the Company Standard Security and the Secured Documents shall prevail and shall have effect in preference to the Standard Conditions.
- 4 By executing the Intra-Group Funding Agreement, the Company may, subject to the terms of the Subordination Deed, lend funds (of an unlimited amount) at any time to any of the borrowers under the Intra-Group Funding Agreement, which are Obligors.

This is the Appendix B referred to in Form 155(6)(a) declared by the Directors of the Company on

.....24th February.....2004



Timothy Parker



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

Appendix C
Form 155(6)(a)

Kwik-Fit Properties Limited
(Company Number 02579167)
(the "Company")

The financial assistance is to be given on a date prior to 8 weeks from the date of this Form 155(6)(a).

This is the Appendix C referred to in Form 155(6)(a) declared by the Directors of the Company on

24th February.....2004

Timothy Parker

Timothy Parker

A. J. F.

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

The Director
Kwik-Fit Properties Limited
216 East Main Street
Broxburn
West Lothian EH52 5AS

24 February 2004

Dear Sirs

Auditors' report to the director of Kwik-Fit Properties Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the director of Kwik-Fit Properties Limited (the "Company") dated today in connection with the proposal that the Company should give financial assistance with regard to the refinancing of the purchase of the whole of the ordinary share capital of the Company's holding company, Kwik-Fit Holdings Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's director in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

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 director in his declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors