

G

CHFP025

Please do not
write in this
margin

COMPANIES FORM No. 155(6)a

Declaration in relation to
assistance for the acquisition
of shares

155(6)a

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

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

☒ We, the persons named in Appendix A attached being

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

† delete as
appropriate

~~XXXXXXXXXX~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

~~(a) that on a prescribed day, business day within the meaning of the Banking Act 1979,~~

~~(b) that a person authorised under section 100 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

~~XXXXXXXXXX~~ [company's holding company] Kwik-Fit Group

Limited†

The assistance is for the purpose of ~~the 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: See Appendix B attached

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

Dickson Minto W.S.
Royal London House
22-25 Finsbury Square
London EC2A 1DX

Tel: 020 7628 4455

P104/005/DML/MJB/Kwik-Fit5.1pd

For official Use
General Section

Post room



A05 A46HX918
COMPANIES HOUSE

0440
27/09/05

The assistance is to be given to: (note 2) Speedy 1 Limited (Registered No. 05452193)

c/o Halliwells, St James 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] ~~will acquire~~ the shares is:

† delete as
appropriate

Speedy 1 Limited (Registered No. 05452193)

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 £ Nil

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

Please do not
write in this
margin

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

* 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) ☒ 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 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 ☒ 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 LONDON

Declarants to sign below

Day Month Year
on

23	09	2005
----	----	------

before me M. Williams

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 2EB

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 Charity Cottages, Town End, Radnage, High Wycombe
HP14 4DY
2. Kenneth Andrew McGill of 4 Peastonbank Farm Cottages, Pencaitland East
Lothian EH34 5ET

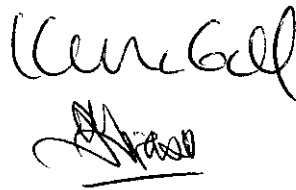
Kenn McGill
[Signature]

APPENDIX B

The number of shares which have been acquired is:

Ordinary Shares	-	995,434
B Ordinary Shares	-	7
Preference Shares	-	198,400

(the "Shares")



A handwritten signature in black ink, appearing to read 'C. Gell', with a smaller, less legible signature underneath it.

APPENDIX C

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:

- (i) a guarantee and indemnity (the "**Senior Guarantee and Indemnity**") to be given under an accession letter by the Assisting Company to a secured senior term loan and revolving facilities agreement dated 30 August 2005 (the "**Senior Facilities Agreement**") between Speedy 1 Limited ("**Speedy 1**") as Original Borrower and Original Guarantor, Barclays Capital ("**BARCAP**") and Deutsche Bank AG, London Branch ("**DB**") (in their capacities as Joint Mandated Lead Arrangers, Underwriters and Joint Bookrunners, Barclays Bank PLC ("**Barclays**") and DB as the Original Lenders and Barclays (in its capacity as Issuing Bank pursuant to which each of the Senior Guarantors will (i) guarantee the punctual performance by Speedy 1 (and any other borrower who may be added in accordance with the terms of the Senior Facilities Agreement from time to time) of all its obligations under the Senior Finance Documents, which guarantee will extend to a guarantee by the Assisting Company of monies borrowed by Speedy 1 for the purpose of acquiring the Shares; and (ii) indemnify each Senior Finance Party immediately on demand against any cost, loss or liability suffered by that Senior Finance Party if any obligation guaranteed by it becomes unenforceable, invalid or illegal;
- (ii) a guarantee and indemnity (the "**Mezzanine Guarantee and Indemnity**") to be given under an accession letter by the Assisting Company to a mezzanine facility agreement dated 30 August 2005 (the "**Mezzanine Facility Agreement**") between Speedy 1 as Borrower and Original Guarantor, BARCAP and DB in their capacities as Joint Mandated Lead Arrangers, Underwriters and Joint Bookrunners, Barclays and DB as the Original Lenders, Barclays as Security Agent and DB as Agent pursuant to which each of the Mezzanine Guarantors will (i) guarantee the punctual performance by Speedy 1 of all its obligations under the Mezzanine Finance Documents, which guarantee will extend to a guarantee by the Assisting Company of monies borrowed by Speedy 1 for the purpose of acquiring the Shares; and (ii) indemnify each Mezzanine Finance Party immediately on demand against any cost, loss or liability suffered by that Mezzanine Finance Party if any obligation guaranteed by it becomes unenforceable, invalid or illegal;
- (iii) a debenture (the "**Security Agreement**") creating fixed and floating charges over the property, assets and undertaking of the Assisting Company in security for the Secured Obligations;
- (iv) mortgages (the "**Mortgages**") creating fixed charges over the property (as set out in Appendix G) of the Assisting Company in security for the Secured Obligations;

- (v) standard securities (the "**Standard Securities**") creating fixed charges over the freehold property (as set out in Appendix H) of the Assisting Company in security for the Secured Obligations;
- (vi) an inter company loan agreement to be entered into between, *inter alios*, Speedy 1 and Kwik-Fit Group Limited as borrowers (the "**ICLA Borrowers**") and the Assisting Company as lender (the "**Inter Company Loan Agreement**") pursuant to which the Assisting Company will make available to the ICLA Borrowers a revolving credit facility to be used by the ICLA Borrowers, *inter alia*, in meeting their payment obligations under the Senior Finance Documents and the Mezzanine Finance Documents, to meet the costs and expenses associated with the Acquisition and for other general corporate purposes of the Group; and
- (vii) Priority and subordination arrangements to be entered into by the Assisting Company with (among others) the Finance Parties pursuant to an intercreditor agreement (the "**Intercreditor Agreement**"). The Assisting Company will become party to the Intercreditor Agreement by way of an accession deed.

APPENDIX D

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

1. SECURITY AGREEMENT

Under the terms of the Security Agreement:

- (1) The Assisting Company covenants with the Security Agent as trustee for the Secured Parties that it shall on demand discharge all Secured Obligations and shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by any Debtor to the Security Agent (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 created by the Security Agreement or any 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;
- (2) The Assisting Company, charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Assisting Company at the date of the Security Agreement shall be a charge by way of legal mortgage) all the Assisting 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 Charged 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 Security Agreement and all Related Rights.
- (3) As further security for the payment and discharge of the Secured Obligations, the Assisting Company assigns with full title guarantee to the Security Agent as trustee for the Secured Parties as security for

the payment and discharge of the Secured Obligations all the Assisting 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):

- (a) the proceeds of any Insurance Policy and all Related Rights;
 - (b) all rights and claims in relation to any Assigned Account;
and
 - (c) each of the Specific Contracts.
- (4) The Assisting Company charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Assisting Company. The floating charge created by sub-clause 3.3.1 of the Security Agreement shall be deferred in point of priority to all fixed Security validly and effectively created by the Assisting Company under the Secured Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Security Agreement.
- (5) The security created pursuant to Clause 3.3 of the Security Agreement shall not extend to any asset situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated.
- (6) The Security Agent may at any time by notice in writing to the Assisting Company convert the floating charge created by Clause 3.3 of the Security Agreement with immediate effect into a fixed charge as regards any property or assets specified in the notice if:
- (i) an Enforcement Event has occurred and is continuing; or
 - (ii) the Security Agent reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - (iii) the Security Agent reasonably considers that it is desirable in order to protect the priority of the security,
- and, in the case of sub-clause 4.1.2 of the Security Agreement, **provided that** the Charged Assets specified in any such notice shall be exclusively those which may be in jeopardy or in danger of being seized or sold.
- (7) Notwithstanding Clause 4.1 of the Security Agreement and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with

immediate effect into a fixed charge as regards all the assets subject to the floating charge if:

- (i) the Assisting Company creates or attempts to create any Security (other than any Security permitted under clause 25.14 of the Senior Facilities Agreement or clause 21.14 of the Mezzanine Facility Agreement over any of the Charged Assets; or
 - (ii) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets; or
 - (iii) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company or an administrator is appointed to the Company; or
 - (iv) any person (who is entitled to do so) gives notice of its intention to appoint an administrator of the Company or files such a notice with the court.
- (8) The security created by or pursuant to the Security Agreement and any Mortgage shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent and shall not cease by reason of any intermediate payment or satisfaction of all or any of the Secured Obligations or for any other reason: however, if the obligations of the Assisting Company under the Security Agreement or any Mortgage cease to be continuing for any reason, the liability of the Assisting Company at the date of such cessation shall remain, regardless of any subsequent increase or reduction in the Secured Obligations.
- (9) The security created by or pursuant to the Security Agreement and any Mortgage and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Security Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Security Agent (whether in its capacity as Security Agent or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the security constituted by this Security Agreement and any Mortgage.
- (10) The security created by or pursuant to the Security Agreement and any Mortgage and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Company or any other person, or the Security Agent (whether in its capacity as Security Agent or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the security or by any other thing which might otherwise prejudice that security or any Collateral Right.
- (11) The Assisting Company shall promptly enter into a Mortgage over the Mortgaged Property and upon the acquisition of any Real Property (other than any leasehold property in respect of which landlord's consent to charge is required) after the date hereof it shall promptly

enter into a Mortgage over such Real Property if requested to do so by the Security Agent and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (i) to perfect the security created or intended to be created in respect of the Charged Assets (which may include the execution by the Assisting Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of the Collateral Rights;
- (ii) to confer on the Security Agent security over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Security Agreement and each Mortgage; and/or
- (iii) to facilitate the realisation of the Charged Assets.

The Assisting Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Agent by or pursuant to the Security Agreement and any Mortgage.

If requested to do so by the Security Agent, the Assisting Company shall use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Agent) as soon as possible any consents necessary, including any consent necessary for any Mortgage, to enable the assets of the Company to be the subject of an effective fixed charge or assignment pursuant to Clause 3 of the Security Agreement and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Assisting Company shall promptly deliver a copy of each consent to the Security Agent.

- (12) The Assisting Company authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right) after the occurrence of an Enforcement Event which is continuing, set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Agent to the Assisting Company and apply any credit balance to which the Assisting Company is entitled on any account with the Security Agent in accordance with Clause 18 of the Security Agreement (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

2. SENIOR GUARANTEE AND INDEMNITY

Under the terms of the Senior Guarantee and Indemnity:

The Assisting Company irrevocably and unconditionally jointly and severally with each other Senior Guarantor:

- (a) guarantees to each Senior Finance Party punctual performance by each Senior Obligor of all that Senior Obligor's obligations under the Senior Finance Documents;
- (b) undertakes with each Senior Finance Party that whenever a Senior Obligor does not pay any amount when due under or in connection with any Senior Finance Document, that Senior Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) indemnifies each Senior Finance Party immediately on demand against any cost, loss or liability suffered by that Senior Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Senior Finance Party would otherwise have been entitled to recover.

The guarantee under the Senior Guarantee and Indemnity is a continuing guarantee and will extend to the ultimate balance of sums payable by any Senior Obligor under the Senior Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

The guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party in respect of any Obligor's obligations under the Finance Documents.

A Finance Party may with the consent of the Majority Lenders set off any matured obligation due from an Obligor under the Finance Documents against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

3. MEZZANINE GUARANTEE AND INDEMNITY

Under the terms of the Mezzanine Guarantee and Indemnity:

The Assisting Company irrevocably and unconditionally jointly and severally with each other Mezzanine Guarantor:

- (a) guarantees to each Mezzanine Finance Party punctual performance by each Mezzanine Obligor of all that Mezzanine Obligor's obligations under the Mezzanine Finance Documents;

- (b) undertakes with each Mezzanine Finance Party that whenever a Mezzanine Obligor does not pay any amount when due under or in connection with any Mezzanine Finance Document, that Mezzanine Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) indemnifies each Mezzanine Finance Party immediately on demand against any cost, loss or liability suffered by that Mezzanine Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Mezzanine Finance Party would otherwise have been entitled to recover.

The guarantee under the Mezzanine Guarantee and Indemnity is a continuing guarantee and will extend to the ultimate balance of sums payable by any Mezzanine Obligor under the Mezzanine Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

The guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party in respect of any Obligor's obligations under the Finance Documents.

A Finance Party may with the consent of the Majority Lenders set off any matured obligation due from an Obligor under the Finance Documents against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

4. MORTGAGES

Under the terms of the Mortgages, the Assisting Company will charge with full title guarantee in favour of the Security Agent as payment and discharge of the Secured Obligations, by way of legal mortgage all the Company's right, title and interest from time to time in the properties set out in Appendix G.

5. STANDARD SECURITIES

Under the terms of the Standard Securities, the Assisting Company will charge with full title guarantee in favour of the Security Agent as payment and discharge of the Secured Obligations, by way of standard security all the Company's right, title and interest from time to time in the properties set out in Appendix H.

6. INTER COMPANY LOAN AGREEMENT

Under the terms of the Inter Company Loan Agreement the Assisting Company will provide loan funds to the ICLA Borrowers to be used by the ICLA Borrowers, *inter alia*, in meeting their payment obligations under the Senior Finance Documents and the Mezzanine Finance Documents, to meet

the costs and expenses associated with the Acquisition and for other general corporate purposes of the Group.

7. INTERCREDITOR AGREEMENT

By executing the Intercreditor Agreement, the Assisting Company (amongst other things) 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.

8. DEFINITIONS

"Account" means any credit balance from time to time on any account opened or maintained by the Assisting Company with the Security Agent or any other financial institution (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby, and all Related Rights;

"Acquisition" means the acquisition of the Shares;

"Ancillary Document" means any Ancillary Document defined in the Senior Facilities Agreement;

"Ancillary Facility" means any Ancillary Facility defined in the Senior Facilities Agreement;

"Ancillary Lenders" means each Senior Lender (or Affiliate (as defined in the Senior Facilities Agreement) of a Senior lender) which makes an Ancillary Facility available in accordance with the terms of the Senior Facilities Agreement;

"Arranger" means the Arranger as defined in the Senior Facilities Agreement;

"Charged Assets" means all the assets and undertaking of the Assisting Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Security Agreement and any Mortgage;

"Charged Intellectual Property" means any and all Intellectual Property owned by the Assisting Company in connection with its business now or in the future, including, without limitation, those rights listed in Schedule 6 of the Security Agreement;

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

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by or pursuant to the Security Agreement or any Mortgage or by law;

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

"Enforcement Event" means the occurrence of an Event of Default which has resulted in a notice being served by the Senior Agent under clause 26.19 (Acceleration) of the Senior Facilities Agreement or which has resulted in a notice being served by the Mezzanine Agent under clause 22.19 (Acceleration) of the Mezzanine Facility Agreement;

"Events of Default" means Events of Default as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement;

"Finance Party" means each of the Senior Agent, the Mezzanine Agent, the Security Agent, the Senior Lenders, the Mezzanine Lenders, the Hedge Counterparties, the Issuing Banks, the Ancillary Lenders, and the Arranger under the Senior Facilities Agreement and the Mezzanine Facility Agreement;

"Future Mortgaged Property" means any Real Property, other than the Mortgaged Property, in respect of which the Assisting Company enters into a mortgage pursuant to Clause 6 of the Security Agreement;

"Group" means the Group as defined in the Senior Facilities Agreements;

"Hedge Counterparties" means any financial institution which has become a Party in accordance with Clause 7 or Clause 18.4 of the Intercreditor Agreement;

"Insurance Policy" means any policy of insurance in which the Assisting 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;

"Intercompany Lenders" means each member of the Group which has made available a loan to an Obligor (an "Intra-Group Loan") and which is named on the signing pages to the Intercreditor Agreement as an Intercompany Lender or which becomes a party to the Intercreditor Agreement as an Intercompany Lender in accordance with the terms of Clause 18 of the Intercreditor Agreement;

"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 Assisting Company or by any trustee, nominee, fiduciary or clearance system).

"Issuing Banks" means each Senior Lender which is an Issuing Bank in accordance with the terms of the Senior Facilities Agreement;

"Lender" means the Senior Lenders, the Mezzanine Lenders, the Hedge Counterparties, the Intercompany Lenders and the Parent;

"Mezzanine Agent" means Deutsche Bank AG;

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

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

"Mezzanine Guarantor" means each Guarantor as defined in and party to the Mezzanine Facility Agreement;

"Mezzanine Lenders" means each Lender as defined in and party to the Mezzanine Facility Agreement;

"Mezzanine Obligor" means each Obligor as defined in and party to the Mezzanine Facility Agreement;

"Monetary Claims" means any book and other debts and monetary claims owing to the Assisting 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 Assisting Company is a party and any other assets, property, rights or undertaking of the Assisting Company);

"Mortgage" means a mortgage or charge in respect of the Mortgaged Property (or any Future Mortgaged Property) entered into in accordance with Clause 6 of the Security Agreement substantially in the form of Schedule 7 of the Security Agreement;

"Mortgaged Property" means the freehold property in England and Wales specified in Schedule 1 of the Security Agreement;

"Parent" means Financière Daunou 2, S.A.;

"Party" means a party to the Intercreditor Agreement;

"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 Assets" means 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, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, 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 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) from time to time provided that such person is party to or has acceded to the Intercreditor Agreement in accordance with its terms;

"Security Agent" means Barclays Bank PLC;

"Senior Agent" means Barclays Bank PLC;

"Senior Borrower" means Borrower as defined in and party to the Senior Facilities Agreement;

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

"Senior Finance Party" means Finance Party as defined in the Senior Facilities Agreement;

"Senior Guarantor" means a Guarantor as defined in and party to the Senior Facilities Agreement;

"Senior Lenders" means the Senior Lenders as defined in the Intercreditor Agreement;

"Senior Obligor" means a Senior Borrower or a Senior Guarantor;

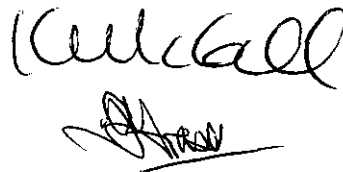
"Senior Original Borrower" means Speedy 1;

"Senior Original Guarantor" means Speedy 1;

"Shares" means all of the shares in the capital of each company specified in Part II of Schedule 5 of the Security Agreement held by, to the order or on behalf of the Assisting Company at any time;

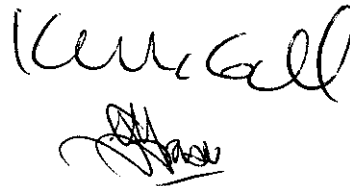
"Specific Contracts" means each contract specified in Part III of Schedule 5 of the Security Agreement; and

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



APPENDIX E

Cash to be transferred at the time of giving of the financial assistance is nil. However, cash may become payable under the Inter Company Loan Agreement and/or the Secured Documents.

A handwritten signature in black ink, appearing to read "Kenneth", with a stylized flourish underneath.

APPENDIX F

On a date to be not later than a date 8 weeks from the date of this statutory declaration.

Cumtoll
Shane

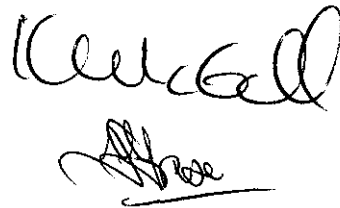
APPENDIX G

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, Middlesbrough 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, Middlesbrough, 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.

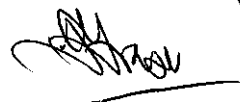
34. The freehold property known as 122-128 Old Street London as the same is registered at the Land Registry under title number NGL816117.
35. The freehold property known as 90 North Quay, Great Yarmouth as the same is registered at the Land Registry under title number NK84192 being 90 North Quay, Great 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 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 Brownhill Road as the same is registered at the Land Registry under title number TG113972.



Handwritten signature of K. C. Gell, with a smaller signature below it.

APPENDIX H

1. The freehold property known as subjects at 4/8 McDonald Road and 28 Hope Crescent, Edinburgh recorded in the General Register of Sasines for the County of Midlothian.
2. The freehold property known as 132 Titwood Road, Glasgow registered in the Land Register of Scotland under title number GLA29549.
3. The freehold property known as the Kwik-Fit Centre at 19-21 Corstorphine Road, Edinburgh registered in the General Register of Sasines for the County of Midlothian.
4. The freehold property known as East Main Street, Broxburn registered in the General Register of Sasines for the County of West Lothian.
5. The freehold property known as Longman Road, Inverness registered in the General Register of Sasine for the County of Inverness.
6. The freehold property known as Gavinsmill Road, Milngavie registered in the Land Register of Scotland under title number DMB36952.

W. C. G. G.


PricewaterhouseCoopers LLP
Cornwall Court
19 Cornwall Street
Birmingham B3 2DT
Telephone +44 (0) 121 265 5000
Facsimile +44 (0) 121 265 5700

The Directors
Kwik-Fit Properties Limited
St. James's Court
30 Brown Street
Manchester
M2 2JF

23 September 2005

Dear Sirs

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

We have examined the attached statutory declaration of the directors of Kwik-Fit Properties Limited (the "Company") dated 23 September 2005 in connection with the proposal that the Company should give financial assistance for the purchase of the shares of the Company's holding company, Kwik-Fit Group Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors 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 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.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors