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CHFP041

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legibly, preferably
in black type or
bold block
lettering

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

A fee of £10 is payable to Companies House in respect of
each register entry for a mortgage or charge.

395

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

For official use Company number

9

02579167

Name of company

* Kwik-Fit Properties Limited (the "Chargor")

Date of creation of the charge

03 March 2004

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

Standard Security (the "Charge")

Amount secured by the mortgage or charge

continuing security for payment and discharge of the Secured Obligations.

(For definitions, please see attached Paper Apart 1)

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

Barclays Bank plc, 5 The North Colonnade, Canary Wharf, London as Security
Trustee for the benefit of the Secured Parties.

Postcode

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

Dundas & Wilson CS
Saltire Court
20 Castle Terrace EH1 2EN

For official use
Mortgage section

Post room



A45
COMPANIES HOUSE

AKS95TAJ

0598
10/03/04

Time critical reference

DAC/SJP/BAR011.0054

Com 395-1/2

Short particulars of all the property mortgaged or charged

The tenant's interest in the Lease of ALL and WHOLE that area of ground with the buildings erected thereon known as and forming Nineteen to Twenty One Corstorphine Road, Edinburgh all as the said area of ground is outlined in blue on the plan annexed and executed as relative to the Lease under exception of those basement premises, the solum of which is cross-hatched in red on the said plan as more particularly described in the Lease

For definitions, please see attached Paper Apart 1

*Please do not
write in
this margin*

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

**A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)**

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date 9/3/04

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

**Delete as
appropriate*

Notes.

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

Companies House, Crown Way, Cardiff CF4 3UZ.

This is the Paper Apart 1 referred to in the foregoing Form 395 in respect of Kwik-Fit Properties Limited

In this Form 395 the following terms shall have the following meanings:

Acquisition Agreement means the sale and purchase agreement dated 29 August 2002 between the Seller, the Original Borrower and the Company relating to the sale and purchase of the Acquired Assets (as defined in the Facility Agreement);

Additional Borrower means a company which becomes an Additional Borrower in accordance with the terms of Clause 28 of the Facility Agreement;

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with the terms of Clause 28 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 as the agent for the other Finance Parties under the Facility Agreement and for the Ancillary Lenders under the Ancillary Documents;

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

Ancillary Facility means any ancillary facility made available to a Borrower by the Banks in accordance with Clause 7 of the provisions of the Facility Agreement;

Ancillary Lender means each Lender which makes available an Ancillary Facility in accordance with Clause 7 of the Facility Agreement;

Banks means each of the following:

BARCLAYS BANK PLC
NIB CAPITAL BANK N.V.
HSBC BANK PLC
THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND
LLOYDS TSB BANK PLC
THE ROYAL BANK OF SCOTLAND PLC
SCOTIABANK EUROPE PLC;

Bank Facility means the term loan and revolving facility made available by the Banks to the Borrowers;

Bank Loan Document(s) means the Facility Agreement and each other document in relation to the Bank Facility;

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with the terms of Clause 28 of the Facility Agreement;

Charged Assets means all the assets of the Chargor 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 this Charge;

Company means Kwik-Fit Group Limited (formerly known as Forgecycle Limited), (Reg. No: 04474093);

Completion Date has the meaning given to it in the Acquisition Agreement being 15 November 2002;

Co-ordinator means Barclays Capital as Co-ordinator and Bookrunner;

Creditors means the Banks, the DDB Holders, the Hedging Lenders and the Ancillary Lenders;

DDB Agreement means the bond instrument dated 11 August 2002, as amended on or about Completion Date, made by the Original Borrower 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 which accedes to the Security Trust Deed in accordance with its terms;

DDBs means £280,046,731.02 deep discount bonds due 2012 issued by the Original Borrower;

Debentures means each of the debentures creating fixed and floating charges over all of the assets and undertakings of the Original Borrower, the Company and all those Obligors incorporated in England and Wales (which at Completion Date will include Kwik-Fit Holdings Limited, Kwik-Fit (GB) Limited, Kwik-Fit Properties Limited, Kwik-Fit Euro Limited and Superdrive Motoring Centres Limited) or such other substantially equivalent security documents relating to Obligors incorporated in jurisdictions outside England and Wales as may be required by the Agent;

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

Facility Agreement means the facility agreement dated 11 August 2002 and made between, *inter alios*, Kwik-Fit Group Limited (formerly known as Forgecycle Limited) as the Company, Kwik-Fit Finance Limited (formerly known as Guideflat Limited) as the Original Borrower, Barclays Capital as the Co-ordinator and Barclays Bank PLC as Agent and Security Trustee as amended by (i) an amendment and restatement agreement dated 14 November 2002, (ii) an amendment agreement dated 28 April 2003, (iii) an amendment agreement dated 25 September 2003 and (iv) an amendment and restatement agreement dated 19 December 2003 and as amended, varied, novated or supplemented from time to time;

Finance Party means the Agent, the Co-ordinator, a Lender, the Security Trustee, a Fronting Bank, an Ancillary Lender and any Hedging Bank;

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;

Group means the Company and its Subsidiaries for the time being;

Group Company means any member of the Group;

Guarantee means a composite guarantee agreement dated on or about the Completion Date in favour of the Security Trustee by each company identified as a "Holding Company" in Part I of Schedule 5 of the Facility Agreement and each company in Part II of Schedule 5 of the Facility Agreement and to which an Additional Guarantor may accede;

Guarantor means each Original Guarantor and each Additional Guarantor;

Hedging Bank means a Lender (or an Affiliate of a Lender) which accedes as a Hedging Bank in accordance with the provisions of the Security Trust Deed and the Subordination Deed;

Hedging Documents means the documents entered into between the Original Borrower and a Hedging Bank for the purpose of implementing the hedging strategy required by the Hedging Letter;

Hedging Lenders means each Creditor or Affiliate of a Creditor that accedes to the Security Trust Deed as a "Hedging Lender";

Hedging Letter means a letter dated on or about the Completion Date between the Agent and the Borrower setting out the hedging strategy agreed in relation to the Bank Facility;

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

Investor(s) means the Original Investors and any transferees;

Lender means each of:

Barclays Bank PLC
NIB Capital Bank N.V.
HSBC Bank plc
The Governor and Company of the Bank of Scotland
Lloyds TSB Bank plc
The Royal Bank of Scotland plc
Scotiabank Europe plc

and any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the terms of Clause 27 of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement;

Mortgage means a legal mortgage dated on or about the Completion Date in favour of the Security Trustee creating security over real estate listed in Schedule 14 of the Facility Agreement and thereafter, if requested by the Agent, by each English company which becomes an Additional Obligor and any other legal mortgage creating security over real estate in favour of the Security Trustee by an Obligor;

Obligor means a Borrower or a Guarantor;

Original Borrower means Kwik-Fit Finance Limited (formerly known as Guideflat Limited), (Reg: No. 04474262);

Original DDB Holders 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 Guarantor means each Company identified as a "Holding Company" in Part I of Schedule 5 and each company listed in Part II of Schedule 5 of the Facility Agreement;

Original Investors means the Lenders and Capital Investors 2002 Limited;

Party means a party to the Facility Agreement;

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security created or expressed to be created by the Security Documents;

Scottish Share Pledges means the share pledges in favour of the Security Trustee and delivered on the Completion Date by Kwik-Fit (GB) Limited over the issued share capital of its Subsidiaries incorporated in Scotland;

Secured Document means:

- (a) the Bank Loan Document(s);
- (b) the Ancillary Documents;
- (c) the DDB Documents;
- (d) the Hedging Documents;
- (e) the Security Documents;
- (f) any other document given to any Secured Party by any Group Company 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 Charge), 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 Banks, the DDB Holders, the Hedging Lenders, the Ancillary Lenders, the Agent and the Receiver, or such other persons as have acceded to the Security Trust Deed in accordance with its terms from time to time;

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

Security Documents means:

- (a) each Debenture;
- (b) each Mortgage;
- (c) the Security Trust Deed;
- (d) the Subordination Deed;
- (e) each Standard Charge;
- (f) each Scottish Share Pledge;
- (g) each Share Pledge;
- (h) each Guarantee; and
- (i) the Security Trust Deed and any other security document that may at any time be given to the Security Trustee by a Group Company pursuant to or in connection with any Security Document;

Scottish Share Pledges means the share pledges in favour of the Security Trustee and delivered on the Completion Date by Kwik-Fit (GB) Limited over the issued share capital of its Subsidiaries incorporated in Scotland;

Secured Document means:

- (a) the Bank Loan Document(s);
- (b) the Ancillary Documents;
- (c) the DDB Documents;
- (d) the Hedging Documents;
- (e) the Security Documents;
- (f) any other document given to any Secured Party by any Group Company 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 Charge), 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 Banks, the DDB Holders, the Hedging Lenders, the Ancillary Lenders, the Agent and the Receiver, or such other persons as have acceded to the Security Trust Deed in accordance with its terms from time to time;

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

Security Documents means:

- (a) each Debenture;
- (b) each Mortgage;
- (c) the Security Trust Deed;
- (d) the Subordination Deed;
- (e) each Standard Charge;
- (f) each Scottish Share Pledge;
- (g) each Share Pledge;
- (h) each Guarantee; and
- (i) the Security Trust Deed and any other security document that may at any time be given to the Security Trustee by a Group Company pursuant to or in connection with any Security Document;

Security Trust Deed means the security trust deed entered into by the Lenders, the DDB Holders, the Agent, the Ancillary Lenders, the Hedging Banks and the Security Trustee dated 11 August 2002 as amended and restated on or about the Completion Date;

Seller means Ford Automotive Holdings, a private unlimited company incorporated in England and Wales (Reg. No: 03259059), with registered office at Room 1/447, Eagle Way, Brentwood, Essex CM13 3BW;

Share Pledges means the share pledges set out in Part I of Schedule 5 of the Facility Agreement in favour of the Security Trustee and delivered at Completion Date 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.

Standard Charge means any Standard Security governed by Scots Law provided by an Obligor in favour of the Security Trustee over land or property situated in Scotland and as such property is listed in Schedule 14 of the Facility Agreement;

Standard Security means the Charge, together with the Schedule annexed and executed as relative thereto and any document which is expressed to amend this Charge;

Subordination Deed means the subordination deed dated on or about the Completion Date between the Original Borrower, the Company, the Intra-Group Borrowers (as defined therein), the Intra-Group Creditors (as defined therein), the Seller, the Investors, the DDB Holders, the Hedging Banks, 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; and

Working Capital Bank means Barclays Bank PLC.

- (1) Unless otherwise stated, terms and expressions defined in the Facility Agreement shall have the same meaning in this Form 395.
- (2) The expressions "the Chargor", "the Security Trustee" and "the Secured Parties" shall include the successors, assignees and transferees of the Chargor, the Security Trustee and the Secured Parties.
- (3) Unless any provision of the Charge or the context otherwise requires, any reference in this Form 395 to any statute or any section of any statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.
- (4) In this Form 395 the singular includes the plural and vice versa. Clause headings are for convenience of reference only.
- (5) Any reference in this Form 395 to a document of any kind whatsoever (including the Charge) is to that document as amended or varied or supplemented or novated or substituted from time to time.

**Certificate of registration in
Scotland or Northern Ireland
of a charge comprising property
situate there****398***Pursuant to section 398(4) of the Companies Act 1985**Please do not
write in
this margin**Please complete
legibly, preferably
in black type, or
bold block lettering*** Insert full name
of company***To the Registrar of Companies
(Address overleaf)****For official use Company number**

00362333

Name of company

* KWIK-FIT HOLDINGS LIMITED (the "Chargor")

I, Dundas & Wilson CS

of Saltire Court, 20 Castle Terrace, Edinburgh

**give date and
parties to charge**certify that the charge** constituted by Standard Security dated 24 February 2004
granted by the Chargor in favour of Barclays Bank Plc as Security Trustee*† delete as
appropriate*of which a true copy is annexed to this form was presented for registration on 3 March 2004
in [Scotland]~~or Northern Ireland~~†**Signed****Date** 9/3/04**Presentor's name, address and
reference (if any):**Dundas & Wilson CS
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN
-

Ref: DAC/SJP/BAR011.0054

For official use

Mortgage section

Post room

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02579167

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 3RD MARCH 2004 AND DATED THE 24th FEBRUARY 2004 AND CREATED BY KWIK-FIT PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY DEBTOR TO THE SECURED PARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th MARCH 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MARCH 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Psf