

Particulars of a mortgage or charge

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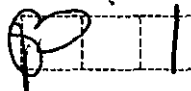
Pursuant to section 395 of the Companies Act 1985

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



4443794

Name of company

* PRIOR R SOT LIMITED

Date of creation of the charge

3RD SEPTEMBER 2002

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

DEBENTURE

Amount secured by the mortgage or charge

1. All present and/or future indebtedness of the Company to the Lender including 9 interest;

2. All other liabilities whatsoever of the Company to the Lender present, future, actual and/or contingent;

3. All costs charges and expenses howsoever incurred by the lender in relation to the Debenture and such indebtedness and/or liabilities on a full indemnity basis;

4. The payment of interest on the foregoing day by day from demand until discharge (after as well as before judgement) at the rate of 12.25% per annum.

Names and addresses of mortgagees or persons entitled to the charge

Telford Way Industrial Estate, Kettering,

Northants, NN16 8SN

SNAP-ON FINANCE UK LIMITED

Postcode

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

Snap-on Finance
UK Limited
as above.

Time critical reference

For official Use
Mortgage Section



A29
COMPANIES HOUSE

0748
04/09/02

Short particulars of all the property mortgaged or charged

- 1 By way of fixed charge all equipment now or hereafter belonging to the Company.
- 2 By way of fixed charge all book debts and other debts now and from time to time due or owing to the Company.
- 3 By way of fixed charge the goodwill and the benefit of any licences held by or for the benefit of the Company.
- 4 By way of floating charge the Company's undertaking and all its property, assets and rights whatsoever and wheresoever present and/or future except those for the time being effectively charged by way of fixed charge pursuant to the three numbered paragraphs above.
- 5 With reference to the property, assets and rights subject to the floating charge the Company shall not be at liberty without the consent in writing of the Lender to;
 - (a) create any mortgage, charge or lien ranking in priority to or pari passu with that charge; and/or
 - (b) sell, transfer or dispose of the whole or except in the ordinary course of business any part of the Company's undertaking or assets, but shall not sell, transfer or otherwise dispose of any of its undertaking or assets subject to a fixed charge under the Debenture.

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Particulars as to commission allowance or discount (note 3)

Signed

Date

3/9/02

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 The address of the Registrar of Companies is:-

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04443794

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 3rd SEPTEMBER 2002 AND CREATED BY PRIOR R SOT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SNAP-ON FINANCE UK LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th SEPTEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th SEPTEMBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —