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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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write in
this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

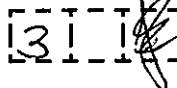
Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of company

To the Registrar of Companies

For official use

Company number



2613471

Name of company

* Alcon Components Limited (the "Mortgagor")

Date of creation of the charge

2 February 1999

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

Chattels mortgage dated 2 February 1999 between the Mortgagor and the Mortgagee (the "Chattels Mortgage")

Amount secured by the mortgage or charge

Please see Rider 1 attached

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

National Westminster Bank Plc (the "Mortgagee") whose registered office is at 41 Lothbury, London EC2P 2BP

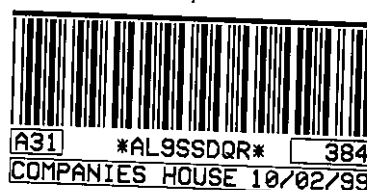
Presentor's name address and
reference (if any):

Pinsent Curtis
3 Colmore Circus
Birmingham
B4 6BH
Ref: CSB/62155.0046.7
1301733.01

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see Rider 2 attached

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Robert Curtis

Date

9 February 1999

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.

Form 395/Rider 1

Company:- Alcon Components Limited (the "Mortgagor")

Company No:- 2613471

All moneys, obligations and liabilities (whether present or future, actual or contingent) due owing or incurred at or at any time after the date of the Chattel Mortgage by the Mortgagor to the Mortgagee, on any account and howsoever incurred, whether solely or jointly with any other person and whether as principal or surety together with interest and other bank charges so that interest shall be calculated and compounded in accordance with the Mortgagee's practice from time to time as well after as before any demand made or judgment obtained hereunder.

Form 395/Rider 2

Company:- Alcon Components Limited (the "Mortgagor")

Company No:- 3647587

- 1 All and singular the item or items described in the Schedule to the Chattel Mortgage as set out below together with any part or parts thereof and additions, alterations, accessories, replacements and renewals of component parts thereto (together the "**Property**").

<u>Description</u>	<u>Serial No.</u>
BSA Type BSA 3000 CNC Lathe with GE Fanuc Series O-T Control, Swarf Conveyor & Associated Equipment	1203
Mori Seiki Model SL 300A CNC Lathe with Mayfran Swarf Conveyor Model MSC-518 Control and Associated Equipment	81
Cincinnati Milacron Model Sabre 750 Vertical Machining Centre	7029-FOO-RH-070 Machine no. 91201102C
Cincinnati Milacron Model Arrow 500 CNC Vertical Machining Centre with Acramatic Model 2100 Control Dust Extraction Unit and Associated Equipment	7042 A00 RD 1109 (1996) Machine no. 91202971
Mori Seiki Model SH-400 CNC Horizontal Machining with Model MSC-518 Control, Pollard Coolant Filtration, FSE Swarf Conveyor and Associated Equipment	306 (1997) 90959 11240-97
Mori Seiki Model MH-40 CNC Horizontal Machining Centre with Fanuc Series O-M Control, Oil Matic Model KTVM-6A-LM Automatic Oil Temperature Regulator and Associated Equipment	8906623
Mori Seiki Model MH-40 CNC Horizontal Machining Centre with Fanuc Model MF-M6 Control, Oil Matic Model KTVM-6A-LM1A Automatic Oil Temperature Regulator, Mayfran Swarf Conveyor and Associated Equipment	944
Mechtric Engineering Brake Test Dynamometer with Controls and Associated Equipment.	586/7977

- 2 All the right and title and interest in and to the benefit of any obligations and warranties given by any manufacturer or supplier of the Property and all other obligations and warranties given by any other party in respect of the Property to or in favour of the Mortgagor and without prejudice to the generality of the foregoing the benefit of all maintenance agreements entered

into between the Mortgagor and such third party (so far as the same still subsist and are assignable).

- 3 Except as previously agreed in writing by the Mortgagee, the Mortgagor is obliged to keep the Property in its possession and at premises approved by the Mortgagee and is prohibited from using or permitting such Property to be used for any purpose for which it is not designed or reasonably suitable.
- 4 The Mortgagor will not without the prior consent in writing of the Mortgagee make or suffer to be made any alterations or addition to the Property.
- 5 The Mortgagor is not entitled, without the prior written consent of the Mortgagee, to sell, attempt to sell, assign, charge, hire, lease or part with or dispose of or permit or suffer any distress or execution to be levied or lien to be created upon the Property.
- 6 The Mortgagor covenants not to create any further mortgage, charge, debenture or other encumbrance upon the Property or on the interest of the Mortgagor therein.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02613471

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHATTELS MORTGAGE DATED THE 2nd FEBRUARY 1999 AND CREATED BY ALCON COMPONENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th FEBRUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th FEBRUARY 1999.

A handwritten signature in dark ink, appearing to read 'J. M. Evans'.

J. M. EVANS

for the Registrar of Companies



COMPANIES HOUSE