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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

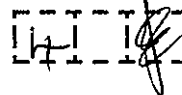
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Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number



2613471

Name of company

* Alcon Components Limited (the "Company")

*insert full name
of company

Date of creation of the charge

2 February 1999

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

Mortgage debenture dated 2 February 1999 between the Company and the Bank (the "Mortgage Debenture")

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 "Bank") 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
1301561.01

Time critical reference

For official use
Mortgage Section

Post room



A31 *AL9SRDQQ* 383
COMPANIES HOUSE 10/02/99

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

Pimbert 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 "Company")

Company No:- 2613471

All moneys, obligations and liabilities (whether present or future, actual or contingent) which may at the date of the Mortgage Debenture or at any time thereafter be or become due, owing or incurred by the Company to the Bank on any account or otherwise howsoever (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 practice of the Bank from time to time as well after as before any demand made or judgment obtained under the Mortgage Debenture.

Form 395/Rider 2

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

Company No:- 2613471

- 1
 - (i) By way of legal mortgage any property referred to in the schedule to the Mortgage Debenture (the "**Legally Mortgaged Property**") and the proceeds of sale thereof;
 - (ii) by way of specific equitable charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) at the date of the Mortgage Debenture or at any time during the continuance of the Mortgage Debenture belonging to or charged to the Company (the "**Equitably Charged Property**") and the proceeds of sale thereof;
 - (iii) by way of specific charge all plant, machinery, vehicles, computers and office and other equipment both present and future (excluding all stock in trade) and the full benefit of all warranties and maintenance contracts for any of the same;
 - (iv) by way of specific charge all stocks shares and other securities at the date of the Mortgage Debenture or at any time during the continuance of the Mortgage Debenture belonging to the Company either in or issued by any of its subsidiary companies or any other company and all dividends and other rights in relation thereto;
 - (v) by way of specific charge all book debts and other debts (including without limitation rents) at the date of the Mortgage Debenture and from time to time due or owing to the Company;
 - (vi) by way of specific charge its goodwill and the benefit of any licences and all patents, patent applications, inventions, trade-marks, trade names, registered designs, copyrights, know-how and any other intellectual property rights;
 - (vii) by way of floating security its undertaking and all its property, assets and rights whatsoever and wheresoever present and/or future including those at or at any time after the date of the Mortgage Debenture charged by way of specific charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as specific charges but without prejudice to any such specific charges as shall continue to be effective.
- 2 With reference to the Legally Mortgaged Property and the Equitably Charged Property the Company undertakes not to part with the possession of such property or any part thereof nor confer upon any person, firm, company or body whatsoever any licence, right or interest to occupy it or any part thereof without the consent in writing of the Bank.
- 3 With reference to the Equitably Charged Property and the property charged pursuant to Clause 2(iv) of the Mortgage Debenture as set out in paragraph 1(iv) above the Company undertakes:-
 - (i) to deposit with the Bank the deeds and documents of title or share certificates relating thereto; and
 - (ii) at any time upon request to execute over all or any part thereof a charge by way of legal mortgage and any appropriate transfer or other forms, instruments or instructions in the case of the stocks and shares in favour of the Bank or its nominee in such form as the Bank shall require.
- 4 With reference to the book debts and other debts specifically charged by the Mortgage Debenture the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of such debts and shall not without the prior consent in writing of the Bank sell, factor, discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon to do so by the Bank from time to time execute legal assignments of such book debts and other debts to the Bank.
- 5 With reference to the property, assets and rights subject to the floating charge detailed in paragraph 1(vii) above:-
 - (i) the Company shall not be at liberty without the consent in writing of the Bank to:-
 - (a) create any mortgage or charge ranking in priority to or pari passu with that charge; and/or
 - (b) sell the whole or except in the ordinary course of business any part of the Company's

- undertaking; and
- (ii) the Bank may by notice to the Company convert the floating charge into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a receiver thereof.

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 MORTGAGE DEBENTURE 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



C O M P A N I E S H O U S E