

THE COMPANIES ACTS 1985 TO 1989  
PRIVATE COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTION OF THE SOLE MEMBER OF  
AVERY WEIGH-TRONIX HOLDINGS LIMITED  
(the "Company")



We, the undersigned, being the sole member of the Company who at the date of this resolution would be entitled to attend and vote at general meetings of the Company, HEREBY RESOLVE, pursuant to section 381A of the Companies Act 1985, to pass the following resolution as a special resolution and agree that the said resolution shall, for all purposes, be as valid and effective as if the same had been passed by us at a general meeting of the Company duly convened and held.

Terms defined in the Facilities Agreement (as defined below) have the same meaning when used in these resolutions.

**SPECIAL RESOLUTION**

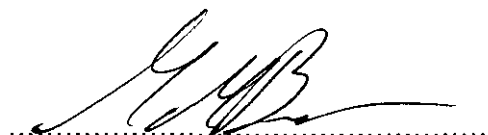
1. **THAT**, the execution, delivery and performance by the Company of:

- (a) a facilities agreement between the Company's ultimate parent company, Avery Weigh-Tronix Holdings, Inc. (the "**Parent**") (1), the Company as the English Holdco (2), the Original Borrowers (as defined therein) (3), the Original Guarantors (as defined therein) including the Company (4), The Royal Bank of Scotland plc ("**RBS**") as Arranger (5), the Original Lenders (as defined therein) (6), RBS as Agent (7), RBS as Security Trustee (8) and RBS as agent for National Westminster Bank plc as Issuing Banks (9) (the "**Facilities Agreement**") pursuant to which the Company will:
  - (i) guarantee to each Finance Party the punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents;
  - (ii) undertake with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it was the principal obligor; and
  - (iii) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, the amount of the cost, loss or liability being equal to the amount which that Finance Party would otherwise have been entitled to recover;
- (b) a composite debenture (the "**Debenture**") pursuant to which the Company, among others, will grant to the Security Trustee a first legal mortgage over all Land (as defined in the Debenture) owned by the Company at the date of the Debenture and

first fixed and floating charges over the Company's remaining assets and undertaking;

- (c) an assignment in favour of the Security Trustee of the Company's rights and interests under certain keyman insurance policies;
- (d) a fees letter (the "**Fees Letter**") between, among others, the Company, the Parent and Avery Weigh-Tronix Finance Limited (the "**English Borrower**") setting out the fees referred to in the Facilities Agreement;
- (e) share pledges (the "**Share Pledges**") over the shares it will acquire in the English Borrower and in Avery Weigh-Tronix LLC (formerly known as Weigh-Tronix, Inc.) as a result of the restructuring of the group;
- (f) an intra-group loan agreement (the "**Intra-Group Loan Agreement**") between the Existing Facility Borrowers (as defined therein) and certain of the Parent's other subsidiaries including the Company (the "**Intra- Group Lenders**" and the "**Intra-Group Borrowers**") pursuant to which the Intra-Group Lenders will make available to the Existing Facility Borrowers and the Intra-Group Borrowers facilities up to a maximum aggregate principal amount equal to the aggregate principal amount (plus interest) of the facilities made available under the Facilities Agreement; and
- (g) a subordination deed (the "**Subordination Deed**") between the Group Borrowers, the Subordinated Creditors (in each case as defined therein), the Agent and the Security Trustee whereby all the monies due, owing or incurred by the Group Borrowers to the Subordinated Creditors are subordinated to all monies due, owing or incurred by the Group Borrowers to the Finance Parties,

is for the benefit of and in the best interests of the Company and is hereby approved.



For and on behalf of  
**AVERY WEIGH-TRONIX HOLDINGS, INC.**

Dated: 08 DEC 2004

**NOTES:**

1. The documents referred to in the above resolutions were made available for inspection by the sole member.