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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

5111

4895923

Name of company

* AVERY WEIGH-TRONIX HOLDINGS LIMITED (the "Pledgor")

Date of creation of the charge

31 July 2006

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

COLLATERAL AGREEMENT (the "Deed")

Amount secured by the mortgage or charge

All present and future indebtedness, obligations and other liabilities of each present and future member of the Group (or any of them) as at 31 July 2006 or thereafter owing to the Secured Parties (or any of them) under, pursuant to or on account of each or any of the Finance Documents and the Mezzanine Finance Documents (including without limitation all principal and all interest (including any interest accruing subsequent to any petition filed by or against any member of the Group or any of them under the U.S. Bankruptcy Code, whether or not an allowed claim), reimbursement obligations under any letters of credit, acceptance or other instruments or documents, indemnity and other reimbursement obligations),

continued on Addendum 2/4

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

EUROPEAN CAPITAL FINANCIAL SERVICES LIMITED of 2 Lambs Passage, London as security agent for the Finance Parties (the "Security Agent")

Postcode EC1Y 8BB

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

DLA Piper Rudnick Gray Cary UK LLP
3 Noble Street
London
EC2V 7EE
Contact: Ejiro Andrew-Ukoko
90067/120000/10725051

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



LD5
COMPANIES HOUSE

LMQY6I2L

336

18/08/2006

ARTICLE 1

GRANT OF SECURITY INTEREST

1.1 Grant of Security Interest by Pledgors. To secure the prompt and complete payment and performance of all Secured Liabilities, for value received and pursuant to the Facilities Agreement and the Mezzanine Facility Agreement, the Pledgor granted, assigned and transferred to the Security Agent for the benefit of the Secured Parties a first-priority security interest, subject only to Permitted Liens, in and to the following described assets whether as at 31 July 2006 owned or existing or thereafter acquired or arising and wherever located (all of which is collectively called the "Pledged Collateral"):

(a) All of the Pledgor's Capital Stock (including without limitation related general intangibles) and investment property (including without limitation all other securities, securities entitlements, securities accounts, commodity contracts and commodity accounts); and

continued on Addendum 4/4

Particulars as to commission allowance or discount (note 3)

NIL

Signed DA Piper Rubin Group LLP

Date 17/8/06

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not write in this margin -

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

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

† delete as appropriate

Name of company

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* AVERY WEIGH-TRONIX HOLDINGS LIMITED (the "Pledgor")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

together with all costs, charges, expenses, fees, attorneys' fees and disbursements and any other amounts owing under the Finance Documents, the Mezzanine Finance Documents or any other document evidencing or securing any such liabilities (including those incurred in connection with the protection, preservation or enforcement of any Secured Party's respective rights under the Finance Documents and the Mezzanine Finance Documents or any or any document evidencing or securing any such liabilities), in all cases, of any kind or nature, howsoever created or evidenced and whether as at 31 July 2006 or thereafter existing, direct or indirect (including without limitation any participation interest acquired by any Secured Party in any such indebtedness, obligations or liabilities of any member of the Group, or any of them), absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise (the "**Secured Liabilities**").

NOTE

In this form:

"**Capital Stock**" means (i) in the case of any corporation, all capital stock (whether common, preferred or any other type) and any securities exchangeable for or convertible into capital stock and any warrants, rights or other options to purchase or otherwise acquire capital stock or such securities or any other form of equity securities, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited), and (iv) any other interest or participation that confers on a person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing person.

"**Facilities Agreement**" is as defined in the recitals to the Deed.

"**Finance Documents**" has the meaning ascribed thereto in the Facilities Agreement.

"**Group**" has the meaning ascribed thereto in the Facilities Agreement.

"**Lien**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"**Mezzanine Facility Agreement**" is as defined in the recitals to the Deed;

"**Mezzanine Finance Documents**" has the meaning ascribed thereto in the Facilities Agreement.

"**Permitted Liens**" means Liens permitted by the Facilities Agreement and the Mezzanine Facility Agreement.

"**Secured Parties**" means (a) with respect to the Facilities Agreement, the Security Agent, the Agent, each Lender, each Hedge Counterparty, the Issuing Bank and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Facilities Agreement and the agent and each lender from time to time party to the Mezzanine Facility Agreement, each Receiver and each Delegate (as the foregoing terms are defined in the Facilities Agreement), and (b) with respect to the Mezzanine Facility Agreement, the Security Agent, the Mezzanine Agent, each Mezzanine Lender and each Hedge Counterparty from time to time party to the Facilities Agreement and the agent and each lender from time to time party to the Mezzanine Facility Agreement, each Receiver and each Delegate (as the foregoing terms are defined in the Mezzanine Facility Agreement).

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Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

(b) All products and proceeds, accessions, stock rights, stock dividends, liquidating dividends, new securities, payments, distributions and proceeds (including cash dividends and sale proceeds) of or relating to any of the property described in Section 2.2(a) of the Deed, other property to which the Pledgor may become entitled by reason of the ownership of any of the property described in Section 2.2(a) of the Deed, all books, records, databases, information and other property relating to, evidencing, or embodying any of the property described in Section 2.2(a) of the Deed, all payments under insurance (whether or not the Security Agent is named as a loss payee thereof) and any other amount payable with respect to any of the property described in Section 2.2(a) of the Deed.

ARTICLE 2**REPRESENTATIONS AND COVENANTS****2.1 OWNERSHIP OF COLLATERAL; SECURITY INTEREST PRIORITY**

The Pledgor authorized the Security Agent to file financing statements describing the Pledged Collateral, as determined by the Security Agent and if requested will execute and deliver to the Security Agent all documents and take such other actions as may from time to time be requested by the Security Agent in order to maintain a first perfected security interest in, and if applicable, possession and control of, the Pledged Collateral. The Pledgor will keep the Pledged Collateral free at all times from any and all Liens other than Permitted Liens. The Pledgor will not, without the prior written consent of the Security Agent, sell, lease, license, transfer, assign or otherwise dispose, or permit or suffer to be sold, leased, licensed, transferred, assigned or otherwise disposed, any of the Pledged Collateral, except for, any assets permitted to be sold, leased, licensed, transferred, assigned or otherwise disposed as provided for under the Facilities Agreement and Mezzanine Facility Agreement.

Company number

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04895923

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COLLATERAL AGREEMENT DATED THE 31st JULY 2006 AND CREATED BY AVERY WEIGH-TRONIX HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH PRESENT AND FUTURE MEMBER OF THE GROUP (OR ANY OF THEM) TO THE SECURED PARTIES (OR ANY OF THEM) 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 18th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd AUGUST 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —