

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

264 763/80

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[3][1][1][1]

04895923

Name of company

* Avery Weigh-Tronix Holdings Limited (the "Company")

Date of creation of the charge

10 December 2004

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

Charge over shares granted by the Company in favour of The Royal Bank of Scotland plc (the "Charge")

Amount secured by the mortgage or charge

Please see attached Schedule 2

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

The Royal Bank of Scotland plc, 2 St. Philips Place, Birmingham (the "Security Trustee")

Postcode B3 2RB

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

Pinsent Masons
3 Colmore Circus
Birmingham
B4 6BH

our ref: SJE/71376 07166/RZP

Time critical reference

Doc: 20048072.1

For official Use
Mortgage Section

Post room



A05
COMPANIES HOUSE

0458
17/12/04

Short particulars of all the property mortgaged or charged

Please see attached Schedule 3

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

Pinsent Masons

Date

16.12.04

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

In this form 395, the following terms shall have the following meanings:-

| | |
|------------------------|--|
| "Chargor" | has the meaning given in the Debenture |
| "Debenture" | means the debenture dated around the date of the Charge given by the Chargors in favour of the Security Trustee |
| "Facilities Agreement" | means the multicurrency term and revolving facilities agreement dated the same date as the Charge and made between Avery Weigh-Tronix Holdings Inc as parent, the persons named therein as original borrowers, the persons named therein as original guarantors, The Royal Bank of Scotland plc as arranger, The Royal Bank of Scotland plc as agent, the persons named therein as original lenders, The Royal Bank of Scotland plc as security trustee and The Royal Bank of Scotland plc as issuing bank (and such expression shall include the Facilities Agreement as from time to time amended, supplemented or restated from time to time including so as to increase the amount of the Secured Liabilities) |
| "Finance Document" | has the meaning given to it in the Facilities Agreement |
| "Related Rights" | means any dividend or interest paid or payable in relation to any Shares and any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise |
| "Secured Liabilities" | means all liabilities and obligations owed by the Chargor to the Secured Parties or any of them under each or any of the Finance Documents and to the Security Trustee under the Charge, in each case whether due, owing or incurred at the date of the Charge or subsequent to the date of the Charge, and of any kind, however arising and in any currency, whether or not immediately payable, whether certain or contingent, whether sole or joint, whether as principal or as surety, whether or not the Secured Party in question was the original creditor in respect thereof, and including, without limitation, interest, commission, costs, charges and expenses (to the extent the same are payable pursuant to the terms of the Finance Documents) charged by the Security Trustee or any Secured Party at rates agreed between it and a Chargor or, in the absence of express agreement, in accordance with the Security Trustee's, or that Secured Party's, normal practice for the time being pursuant to the terms of the Finance Documents provided that no liability or obligation shall, as far as concerns any Chargor, be included in the definition of "Secured Liabilities" if and to the extent that, if it were so included, the Charge would constitute unlawful financial |

assistance by the Chargor contrary to section 151 of the Companies Act 1985

"Secured Party"

has the meaning given to it in the Facilities Agreement

"Shares"

means one ordinary share of £1 in the share capital of Avery Weigh-Tronix Finance Limited

SCHEDULE 2

Amount secured by the mortgage or charge

The Secured Liabilities.

SCHEDULE 3

Short particulars of all the property mortgaged or charged

1. **Charging Clause**

Pursuant to the Charge, as security for payment of the Secured Liabilities, the Company charged to the Security Trustee with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994:-

- 1.1 by way of a first fixed charge all the Shares owned by it or held by any nominee on its behalf; and
- 1.2 by way of a first fixed charge all Related Rights.

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 CHARGE OVER SHARES DATED THE 10th DECEMBER 2004 AND CREATED BY AVERY WEIGH-TRONIX HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURED PARTIES OR ANY OF THEM AND TO THE SECURITY TRUSTEE 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 17th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd DECEMBER 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —