

# M

COMPANIES FORM No 466(Scot)

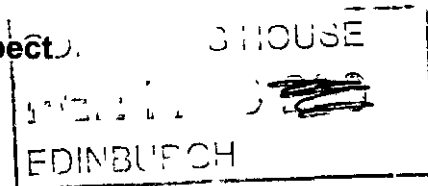
## Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

# 466

CHFP025

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write in this  
margin

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



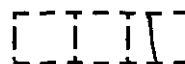
Pursuant to section 410 and 466 of the Companies Act 1985

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

For official use

Company number

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



SC325345

Name of company

\* Clyde Pumps China Holdings Limited

\* insert full name  
of Company

Date of creation of the charge (note 1)

12 November 2008

Description of the instrument creating or evidencing the charge or of any ancillary document which has  
been altered (note 1)

Floating Charge

Names of the persons entitled to charge

See attached Rider A

Short particulars of all the property charged

See attached Rider B.

Presentor's name address and  
reference (if any)

Dickson Minto W S  
16 Charlotte Square  
Edinburgh  
EH2 4DF DX ED199

B027/740/JAH/ROM/AF

Doc Ref M466\B027 740 CPCHL (FC I) (JAH) xfd

For official use (06/2005)  
Charges Section

MONDAY



\*SQV535A0\*

SCT

01/12/2008

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COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

See attached Rider C

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write in  
this margin*

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

Date(s) of execution of the instrument of alteration

12 November 2008

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

See attached Rider D

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

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write in  
this margin*

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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

See attached Rider E

N/A

*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)*

Signed Dickson Munte Date 28 November 2008

On behalf of ~~XXXXXX~~ [chargee] †

### Notes

- 1 A description of the instrument e.g. "Instrument of Charge" "Debenture" etc, as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act
- 2 In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration
- 3 A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument
- 4 A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies Registration Office, 37 Castle Terrace, Edinburgh, EH1 2EB DX 235 Edinburgh or LP 4 Edinburgh 2

† delete as  
appropriate

## CLYDE PUMPS CHINA HOLDINGS LIMITED

(Registered Number SC325345)

### RIDER A - FORM 466 - (INTERCREDITOR DEED)

#### Names of the persons entitled to the charge

Bank of Scotland plc a company incorporated in Scotland (Registered Number SC327000), having its registered office at The Mound, Edinburgh EH1 1YZ as agent and security trustee for itself and for each of the other Secured Parties on the terms and conditions set out in the Intercreditor Deed and shall include each person appointed as the Security Trustee at the date of the Floating Charge or any additional security trustee appointed for the purpose of, and in accordance with, the Intercreditor Deed and the successors, assignees and transferees of the Security Trustee

Where

"Ancillary Lenders"	means each Ancillary Lender as defined in the Senior Facilities Agreement,
"Borrower"	means a Borrower as defined in the Senior Facilities Agreement,
"Company"	means Clyde Pumps China Holdings Limited, a company incorporated in Scotland under the Companies Act (Registered Number SC317525) and having its registered office at 149 Newlands Road, Cathcart, Glasgow, Lanarkshire G44 4EX;
"Floating Charge"	means the floating charge dated 12 November 2008 by the Company in favour of the Security Trustee;
"Group"	means the Company, each of its holding companies and each subsidiary of it and/or each of its holding companies from time to time and "member of the Group" shall be construed accordingly,
"Guarantor"	means a Guarantor as defined in the Senior Facilities Agreement,
"Hedge Counterparties"	means the Hedge Counterparties as defined in the Senior Facilities Agreement and "Hedge Counterparty" means any one of the foregoing,

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"Intercreditor Deed"	means the intercreditor deed dated on or around the date of the Floating Charge and made between Bond Holdco I Sàrl, Bond Subco I Sàrl, the other Obligor, the Security Trustee, the Senior Agent, the Mezzanine Agent, the Senior Lenders, the Ancillary Lenders, the Hedge Counterparties, the Mezzanine Lenders and certain others,
"Mezzanine Agent"	means the Agent as defined in the Mezzanine Facilities Agreement;
"Mezzanine Facilities Agreement"	means the mezzanine facilities agreement (as such agreement is amended, varied, supplemented, novated or replaced from time to time) dated 10 September 2008 between, inter alia, Bond Subco I Sàrl, Bank of Scotland plc (as Agent, Lender and Security Trustee as each such term is defined in the Mezzanine Facilities Agreement) and the Mezzanine Lenders to make available to certain members of the Group certain mezzanine credit facilities;
"Mezzanine Finance Parties"	means the Finance Parties as defined in the Mezzanine Facilities Agreement,
"Mezzanine Lenders"	means the Lenders as defined in the Mezzanine Facilities Agreement and "Mezzanine Lender" means any one of the foregoing;
"Obligor"	means a Borrower or a Guarantor,
"Secured Parties"	means the Senior Finance Parties and the Mezzanine Finance Parties or any of them as the context requires and shall include their successors, assignees and transferees and "Secured Party" shall be construed accordingly,
"Security Trustee"	means Bank of Scotland plc a company incorporated in Scotland (Registered Number SC327000), having its registered office at The Mound, Edinburgh EH1 1YZ as agent and security trustee for itself and for each of the other Secured Parties on the terms and conditions set out in the Intercreditor Deed and shall

include each person appointed as the Security Trustee at the date of the Floating Charge or any additional security trustee appointed for the purpose of, and in accordance with, the Intercreditor Deed and the successors, assignees and transferees of the Security Trustee,

"Senior Agent"

means the Agent as defined in the Senior Facilities Agreement,

"Senior Facilities Agreement"

means the senior facilities agreement (as such agreement is amended, varied, supplemented, novated or replaced from time to time) dated 10 September 2008 between, inter alia, Bond Subco I Sàrl, Bank of Scotland plc (as Agent, Issuing Bank, Lender and Security Trustee as each such term is defined in the Senior Facilities Agreement) and the Senior Lenders to make available to the Borrowers certain credit and foreign exchange facilities,

"Senior Finance Parties"

means the Finance Parties as defined in the Senior Facilities Agreement; and

"Senior Lenders"

means the Lenders as defined in the Senior Facilities Agreement and "Senior Lender" means any one of the foregoing

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# **CLYDE PUMPS CHINA HOLDINGS LIMITED**

**(Registered Number SC325345)**

## **RIDER B - FORM 466 (INTERCREDITOR DEED)**

### **Short particulars of all the property charged**

1. The whole of the property, assets and rights (including uncalled capital) which is or may from time to time while the Floating Charge is in force be comprised in the property and undertaking of the Company
- 2 Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by the Floating Charge

Where

"Insolvency Act" means the Insolvency Act 1986 (as amended)

Any term defined in Rider A above will have the same meaning in this Rider B.

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## **CLYDE PUMPS CHINA HOLDINGS LIMITED**

**(Registered Number SC325345)**

### **RIDER C - FORM 466 - (INTERCREDITOR DEED)**

**Names, and addresses of the persons who have executed the instrument of alteration**

- 1 Bond Holdco I Sarl a company incorporated in Luxembourg whose registered office is at 37, rue d'Anvers, L 1130 Luxembourg and registered with the Register of Trade and Companies of Luxembourg under number B 140.256;
- 2 Bond Subco I Sarl a company incorporated in Luxembourg whose registered office is at 37, rue d'Anvers, L-1130 Luxembourg and registered with the Register of Trade and Companies of Luxembourg under number B 140 255 in its capacity as the Company, Original Borrower and Original Guarantor,
3. Bond U.S Company I Inc a company incorporated in Delaware (Registered Number 4567419) and having its registered office at 160 Greentree Drive, Suite 101, City of Dover, County of Kent, State of Delaware 19904, USA in its capacity as Original Borrower, Original Guarantor, Original Intercompany Lender and Original Intercompany Borrower;
- 4 Bond French Company I SAS incorporated under the laws of France, registered with the Commercial Register of Paris under number 507449528 and having its registered office at 6 Place de la Madeleine, 75008 Paris, France in its capacity as Original Borrower, Original Guarantor, Original Intercompany Lender and Original Intercompany Borrower,
5. Bank of Scotland plc incorporated in Scotland (Registered Number SC327000) and having its registered office at The Mound, Edinburgh EH1 1YZ in its capacity as Security Trustee, Senior Agent, Senior Lender, Mezzanine Lender, Original Hedge Counterparty and Original FX Lender,
- 6 Barclays Bank plc incorporated in England and Wales (Registered Number 01026167) whose registered office is at 1 Churchill Place, London E14 5HP in its capacity as Senior Lender, Mezzanine Lender, Original Hedge Counterparty and Original FX Lender,
- 7 The Royal Bank of Scotland plc incorporated in Scotland (Registered Number SC090312) whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB in its capacity as Senior Lender, Mezzanine Lender, Original Hedge Counterparty and Original FX Lender; and
- 8 HSBC Bank plc a company incorporated in England and Wales (Registered Number 00014259) whose registered office is at 8 Canada Square, London E14 5HQ in its capacity as Senior Lender, Mezzanine Lender, Original Hedge Counterparty and Original FX Lender,

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together with Clyde Pumps China Holdings Limited which acceded to the Intercreditor Deed pursuant to a Deed of Accession dated 12 November 2008

Where

"Deed of Accession"

means a deed of accession substantially in the form set out in Schedule 8 of the Intercreditor Deed

Any term defined in Rider D will have the same meaning in this Rider C.

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## CLYDE PUMPS CHINA HOLDINGS LIMITED

(Registered Number SC325345)

### RIDER D - FORM 466 - (INTERCREDITOR DEED)

**A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge**

- 1 The Subordinated Liabilities are and shall remain unguaranteed and unsecured
- 2 Except for the Transaction Security Documents comprised in the Finance Documents, none of the Junior Creditors shall take or hold or seek to take or hold any Security, guarantee or indemnity from any member of the Group or require any Obligor to deposit any funds or assets or maintain any bank account with it without the prior written consent of a Senior Instructing Group
3. None of the Subordinated Creditors shall take or hold or seek to take or hold any Security, guarantee or indemnity from any member of the Group or require any Obligor to deposit any funds or assets or maintain any bank account with it without the prior written consent of a Mezzanine Instructing Group

Where

"Affiliate"	means Affiliate as defined in the Senior Facilities Agreement,
"Company"	means Bond Subco I Sarl a company incorporated in Luxembourg with its registered office at 37, rue d'Anvers, L 1130 Luxembourg and registered with the Register of Trade and Companies of Luxembourg under number B 140.255,
"Finance Documents"	means the Senior Finance Documents, the Mezzanine Finance Documents, the Intercompany Finance Documents and the Structural Finance Documents,
"FX Document"	means any document governing the terms of any currency exchange arrangements for hedging risk entered into by any Obligor and an FX Lender and "FX Documents" means all such documents,

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"FX Lender"

means

- (a) any Original FX Lender, and
- (b) any other Senior Lender or Affiliate of a Senior Lender which, in each case, has become an FX Lender in accordance with Clause 31 (Approval of FX Lenders and FX Documents) of the Intercreditor Deed,

which in each case has not ceased to be an FX Lender in accordance with the Intercreditor Deed,

"Group"

means the Company and its Subsidiaries from time to time;

"Hedge Counterparty"

means

- (a) any Original Hedge Counterparty, and
- (b) any other Senior Lender or Affiliate of a Senior Lender which, in each case, has become a Hedge Counterparty in accordance with Clause 23 (Approval of Hedge Counterparties and Hedging Agreements) of the Intercreditor Deed,

which in each case has not ceased to be an Hedge Counterparty in accordance with the Intercreditor Deed,

"Hedging Agreement"

means any document governing the terms of any interest rate, swap, cap, collar or other arrangement for hedging interest rate risks entered into by any Obligor and a Hedge Counterparty, including all documents evidencing or supporting the interest rate hedging arrangements referred to in the Hedging Policy Letter and "Hedging Agreements" means all such documents

"Hedging Policy Letter"

means the Hedging Policy Letter as defined in the Senior Facilities Agreement,

DWA

"Intercompany Borrower"

means.

- (a) any Original Intercompany Borrower, and
- (b) any member of the Group which has become an Intercompany Borrower in accordance with Clause 48 (Additional Parties) of the Intercreditor Deed,

which in each case has not ceased to be an Intercompany Borrower in accordance with the Intercreditor Deed,

"Intercompany Finance Documents"

means the documents pursuant to which any Intercompany Lender makes available any Intercompany Liabilities to any Intercompany Borrower and all documents regulating any Intercompany Liabilities,

"Intercompany Lenders"

means

- (a) any Original Intercompany Lender, and
- (b) any member of the Group which has become an Intercompany Lender in accordance with Clause 48 (Additional Parties) of the Intercreditor Deed,

which in each case has not ceased to be an Intercompany Lender in accordance with the Intercreditor Deed,

"Intercompany Liabilities"

means all present and future obligations and liabilities (whether actual or contingent) of each Intercompany Borrower to the Intercompany Lenders or any of them pursuant to or in respect of the Intercompany Finance Documents,

"ISDA Master Agreement"

means the 1992 ISDA Master Agreement or the 2002 ISDA Master Agreement,

"Junior Creditors"

means the Mezzanine Creditors, the Intercompany Creditors and the Parent,

"Mezzanine Agent"

means Bank of Scotland plc and its successors as agent under the Mezzanine Facility Agreement which accede to the Intercreditor Deed as Mezzanine Agent,

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"Mezzanine Creditors"	means the Finance Parties as defined in the Mezzanine Facility Agreement;
"Mezzanine Facility Agreement"	means the mezzanine facility agreement dated 10 September 2008 between <i>inter alia</i> the Company, Bank of Scotland plc, Barclays Leveraged Finance, HSBC Bank plc and The Royal Bank of Scotland plc as arrangers, Bank of Scotland plc (as Agent) and the Lenders (as defined therein) as amended, supplemented, restated or novated from time to time,
"Mezzanine Finance Documents"	means the Mezzanine Finance Documents as defined in the Senior Facilities Agreement,
"Mezzanine Instructing Group"	means the Majority Lenders as defined in the Mezzanine Facility Agreement,
"Mezzanine Liabilities"	<p>means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction and including interest after the commencement of any bankruptcy or insolvency proceeding whether or not a claim therefor may be made) of each Obligor to the Mezzanine Creditors or any of them under the Mezzanine Finance Documents together with</p> <ul style="list-style-type: none"> <li>(a) all costs, charges and expenses incurred by the Mezzanine Creditors or any of them in connection with the protection, preservation or enforcement of their rights under the Mezzanine Finance Documents;</li> <li>(b) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities which does not breach the terms of the Intercreditor Deed,</li> <li>(c) any further advances which may be made by the Mezzanine Lenders or any of them in accordance with the Intercreditor Deed to any Obligor under any agreement expressed to be supplemental to any of the Mezzanine Finance Documents and all interest, fees and costs in connection therewith,</li> </ul>

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- (d) any claim for damages or restitution in the event of rescission of any of those liabilities or otherwise in connection with the Mezzanine Finance Documents,
- (e) any claim against any Obligor flowing from any recovery by an Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and
- (f) any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowability of the same in any insolvency or other proceedings,

"Obligor"	means the Company, each Original Obligor, each Additional Borrower (as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement) and each Additional Guarantor (as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement),
"Original Borrowers"	means the Company, Bond U S Company I, Inc. and Bond French Company I SAS,
"Original FX Lender"	means an Original FX Lender as defined in the Senior Facilities Agreement,
"Original Guarantors"	means the Company, Bond U S Company I, Inc and Bond French Company I SAS,
"Original Hedge Counterparty"	means an Original Hedge Counterparty as defined in the Senior Facilities Agreement;
"Original Intercompany Borrowers"	means Bond U S Company I, Inc and Bond French Company I SAS and shall include their respective assignees, transferees, substitutes and successors,
"Original Intercompany Lenders"	means Bond U.S. Company I, Inc and Bond French Company I SAS and shall include their respective assignees, transferees, substitutes and successors,
"Original Obligor"	means an Original Borrower or an Original Guarantor,

DM

"Parent"	means Bond Holdco I Sarl a company incorporated in Luxembourg with its registered office at 37, rue d'Anvers, L 1130 Luxembourg and registered with the Register of Trade and Companies of Luxembourg under number B 140.256;
"Secured Parties"	means the Senior Creditors and the Mezzanine Creditors or any of them as the context requires and shall include their respective assignees, transferees, substitutes and successors,
"Secured Liabilities"	means the Senior Liabilities and the Mezzanine Liabilities,
"Security"	means the Security as defined in the Senior Facilities Agreement,
"Senior Agent"	means Bank of Scotland plc and its successors as agent under the Senior Facilities Agreement which accede to the Intercreditor Deed as Senior Agent and shall include their respective assignees, transferees, substitutes and successors;
"Senior Credit Participations"	means, in relation to a Senior Creditor, the aggregate of. <ul style="list-style-type: none"> <li>(a) its Commitments (if any) under (and as defined in) the Senior Facilities Agreement (ignoring for this purpose any reduction in its Revolving Facility Commitment by reason of any Ancillary Facility as each such term is defined in the Senior Facilities Agreement);</li> <li>(b) the Settlement Amounts and Unpaid Amounts (if any) which would be payable to it under any Hedging Agreement if the date on which the calculation is made was deemed to be an Early Termination Date for which the relevant Obligor is the Defaulting Party (and for this purpose "Settlement Amount", "Early Termination Date", "Unpaid Amounts" and "Defaulting Party" shall have the meanings given to them in the relevant ISDA Master Agreement), that amount to be certified by the relevant Senior Creditor in accordance with the ISDA Master</li> </ul>

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Agreement, and

- (c) the Settlement Amount and Unpaid Amounts (if any) which would be payable to it under any FX Document if the date on which the calculation is made was deemed to be an Early Termination Date for which the relevant Obligor is the Defaulting Party (and for this purpose "Settlement Amount", "Early Termination Date", "Unpaid Amounts" and "Defaulting Party" shall have the meanings given to them in the relevant ISDA Master Agreement), that amount to be certified by the relevant Senior Creditor in accordance with the ISDA Master Agreement,

"Senior Creditors"

means the Finance Parties as defined in the Senior Facilities Agreement,

"Senior Facilities Agreement"

means the senior facilities agreement dated 10 September 2008 between inter alia the Company, Bank of Scotland plc, Barclays Leveraged Finance, HSBC Bank plc and The Royal Bank of Scotland plc as arrangers, Bank of Scotland plc (as Agent) and the Lenders (as defined therein) as amended, supplemented, restated or novated from time to time,

"Senior Finance Documents"

means the Senior Finance Documents as defined in the Senior Facilities Agreement,

"Senior Instructing Group"

means, at any time prior to the date of acceleration of the Facilities (as defined in the Senior Facilities Agreement), the Majority Lenders (as defined in the Senior Facilities Agreement) and, at any time thereafter, any Senior Creditors whose Senior Credit Participations at that time aggregate more than 67% of the total Senior Credit Participations at that time;

"Senior Lender"

means a Lender under the Senior Facilities Agreement which accedes to the Intercreditor Deed as a Senior Lender and shall include its assignees, transferees, substitutes and successors;

DM.

"Senior Liabilities"

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction and including interest after the commencement of any bankruptcy or insolvency proceeding whether or not a claim therefor may be made) of each Obligor to the Senior Creditors or any of them under the Senior Finance Documents together with.

- (a) all costs, charges and expenses incurred by the Senior Creditors or any of them in connection with the protection, preservation or enforcement of their rights under the Senior Finance Documents,
- (b) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities which does not breach the terms of the Intercreditor Deed,
- (c) any further advances which may be made by the Senior Lenders or any of them in accordance with the Intercreditor Deed to any Obligor under any agreement expressed to be supplemental to any of the Senior Finance Documents and all interest, fees and costs in connection therewith,
- (d) any claim for damages or restitution in the event of rescission of any of those liabilities or otherwise in connection with the Senior Finance Documents,
- (e) any claim against any Obligor flowing from any recovery by an Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise, and
- (f) any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowability of the same in any insolvency or other proceedings,

DM

"Structural Finance Documents"	means any Structural Intra Group Loan Agreement (as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement) and each other agreement, document or letter designated as such by the Parent, the Company, the Senior Agent and the Mezzanine Agent,
"Structual Liabilities"	means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of the Company to the Parent under the Structural Finance Documents,
"Subordinated Creditors"	means the Intercompany Creditors and the Parent;
"Subordinated Liabilities"	means the Intercompany Liabilities and the Structural Liabilities;
"Subsidiaries"	means the Subsidiaries as defined in the Senior Facilities Agreement, and
"Transaction Security Documents"	means all of the security documents and guarantees executed or to be executed to give the Secured Parties or any of them security or any other form of support in connection with the Secured Liabilities or any of them and includes any Transaction Security Documents in respect of which any Mezzanine Creditor is subrogated to any other person

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## CLYDE PUMPS CHINA HOLDINGS LIMITED

(Registered Number SC325345)

### RIDER E - FORM 466 - (INTERCREDITOR DEED)

**A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges**

- 1 Except as otherwise provided in the Intercreditor Deed, all guarantees and all Security created pursuant to any Finance Document will.
- (i) rank as Security for the Senior Liabilities in priority to any Security for the Mezzanine Liabilities, irrespective of the order of execution, creation, registration, notice, enforcement or otherwise,
  - (ii) rank as Security for the Mezzanine Liabilities after the Senior Liabilities, irrespective of the order of execution, creation, registration, notice, enforcement or otherwise, and
  - (iii) secure the Senior Liabilities *pari passu* between themselves, irrespective of
    - (c) the date on which the Senior Liabilities arose,
    - (b) whether a Senior Creditor is obliged to advance any Senior Liabilities, or
    - (c) any fluctuation in the amount, or any intermediate discharge in whole or in part, of any Senior Liabilities

Any term defined in Rider D above will have the same meaning in this Rider E

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**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 325345  
CHARGE NO. 1

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 12 NOVEMBER 2008

WERE DELIVERED PURSUANT TO SECTION 410 OF THE  
COMPANIES ACT 1985  
ON 1 DECEMBER 2008

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 12  
NOVEMBER 2008

BY CLYDE PUMPS CHINA HOLDINGS LIMITED

IN FAVOUR OF  
BANK OF SCOTLAND PLC

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 2 DECEMBER 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES