

Company No: 01672034

COMPANIES ACTS 1985 AND 1989

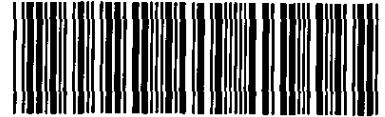
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

FLOWTECH LIMITED
("Company")

THURSDAY

A47 *A7ZSYQZV* 05/07/2007 685
COMPANIES HOUSE

In accordance with section 381A of the Companies Act 1985, we, being all the members of the Company who, at the date of this written resolution, are entitled to receive notice of and to attend and vote at general meetings of the Company, hereby pass the following resolutions as special resolutions.

Special Resolutions

- 1 **THAT** the provisions (as the same may be amended, varied, supplemented or substituted from time to time) of the documents referred to below which the Company is proposing to enter into and grant in connection with the acquisition by Flowtech IPL Limited of 90% of the entire issued share capital (or its Dutch equivalent) of Allfitt Flowtechnology BV ("**Target**") ("**Acquisition**") and the amendment and restatement of certain of its loan facilities, be and are hereby approved and (notwithstanding any provisions of the memorandum and articles of association of the Company or any personal interest of any of the directors) the directors of the Company be and are hereby empowered, authorised and directed to complete and enter into such of the following documents to which the Company is or is to become a party:

- 1.1 an amendment and restatement deed to be dated on or about the date hereof and entered into by (1) Flowtech Holdings Limited (as Parent), (2) Flowtech Midco Limited ("**Midco**"), (3) Flowtech IPL Limited (as Principal Borrower) (4) the companies listed in schedule 1 therein as original guarantors and/or additional guarantors (including the Company) (as the Guarantors) and (5) Barclays Bank PLC (in various capacities) ("**Senior Restatement Deed**") relating to a senior multi-currency term facilities agreement dated 16 September 2004 as amended and restated on 29 July 2005 between (among others) (1) Flowtech Holdings Limited as the Parent, (2) the companies listed therein as Borrowers and/or Guarantors, (3) Barclays Bank PLC as the Mandated Lead Arranger, (4) the financial institutions listed therein as the Lenders and (5) Barclays Bank PLC as the Agent and the Security Trustee (each term as defined therein) ("**Senior Credit Agreement**");

- 1.2 an amendment and restatement deed to be dated on or about the date hereof and entered into by (1) Flowtech Holdings Limited (as Parent), (2) Midco (as Borrower), (3) the companies listed in schedule 1 therein as original guarantors and/or additional guarantors (including the Company) (as the Guarantors) and (4) Barclays Bank PLC (in various capacities) ("**Mezzanine Restatement Deed**") relating to a mezzanine loan agreement dated 16 September 2004 between (among others) (1) Flowtech Holdings Limited as the Parent, (2) Midco as Borrower, (3) Barclays Bank PLC as the Mandated Mezzanine Arranger, (4) the financial institutions listed therein as the Mezzanine Lenders and (5) Barclays Bank PLC as the Mezzanine Agent and the Security Trustee (each term as defined therein) ("**Mezzanine Loan Agreement**");
- 1.3 an amendment deed to be dated on or about the date hereof and entered into by (1) Flowtech Holdings Limited as the Parent (2) Midco, (3) Flowtech IPL Limited, (4) the companies listed in part 1 of schedule 1 therein as Original Borrowers, (5) the companies listed in part 2 of schedule 1 therein as original guarantors (including the Company) (as the Guarantors), (6) the financial institutions listed in part 3 of schedule 1 (as Senior Lenders), (7) the financial institutions listed in part 4 of schedule 1 (as Mezzanine Lenders), (8) the institution listed in part 5 of schedule 1 (as the Investors) and (9) Barclays Bank PLC (in various capacities) (the "**Intercreditor Amendment Deed**") relating to an intercreditor deed dated 16 September 2004 and made between (among others) (1) the Parent, (2) the other Obligor, (3) the financial institutions listed in part 3 of schedule 1 (as Senior Lenders), (4) the financial institutions listed in part 4 of schedule 1 (as Mezzanine Lenders), (5) the Mezzanine Agent, (6) the Security Trustee, (7) the Hedge Counterparty, (8) the Agent, (9) the Investors, and certain others (as each such term is defined therein) (the "**Intercreditor Deed**");

(the above documents, together the "**Documents**" and each a "**Document**")

Signed by, or by their duly authorised representatives on behalf of, all the members of the Company who as at the date would be entitled to attend and vote at a general meeting had the resolutions been put to such a meeting. Signature of this resolution by any holders of any class of shares in the Company shall also constitute their consent as holders of that class of shares to the passing of the resolutions set out above

On behalf of Flowtech IPL Limited

Dated: 2 July 2007