

II. CLAIMANT IDENTIFICATION

If you (i) do not request exclusion in response to the Notice of Pendency and Settlement of Class Action; (ii) held Flow common stock at any time from September 25, 2013 through and including January 31, 2014; and (iii) held the certificate(s) in your name, you are the beneficial holder as well as the record holder. If, however, you held Flow common stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial holder and the third party is the record holder.

Use Part I of this form entitled "Claimant Identification" to identify each holder of record ("Nominee"), if different from the beneficial holder of Flow common stock which forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL HOLDER(S) OR THE LEGAL REPRESENTATIVE OF SUCH HOLDER(S) OF FLOW COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

All joint holders must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial holder may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. CLAIM FORM

Use Part II of this form entitled "Holdings in Flow Common Stock" to supply the number of shares of Flow common stock you held at the close of the Transaction on January 31, 2014 and received consideration for in connection with the Transaction. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

Broker confirmations or other documents verifying that you held Flow common stock at the close of the Transaction on January 31, 2014 and received consideration for your shares in connection with the Transaction, should be attached to your claim. Failure to do so could delay verification of your claim or result in rejection of your claim.

Must Be Postmarked
(if Mailed) or Received
(if Filed Electronically)
No Later Than
January 18, 2017

FWS



Official
Office
Use
Only

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

Robert Englehart v. Charles M. Brown, et al.

Case No. 13-2-33726-6 KNT

PROOF OF CLAIM AND RELEASE

Please Type or Print in the Boxes Below
Do NOT use Red Ink, Pencil, or Staples

PART I: CLAIMANT IDENTIFICATION

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>

IRA
 Joint Tenancy
 Employee
 Individual
 Other _____ (specify)

Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA

Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)

Account#/Fund# (Not Necessary for Individual Filers)

Last Four Digits of Social Security Number	or	Taxpayer Identification Number
<input type="text"/>		<input type="text"/>

Telephone Number (Primary Daytime)	Telephone Number (Alternate)
<input type="text"/>	<input type="text"/>

Email Address

MAILING INFORMATION

Address

Address

City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> ATP <input type="radio"/> KE <input type="radio"/> ICI	<input type="radio"/> BE <input type="radio"/> DR <input type="radio"/> EM	<input type="radio"/> FL <input type="radio"/> ME <input type="radio"/> ND	<input type="radio"/> OP <input type="radio"/> RE <input type="radio"/> SH	MM / DD / YYYY	FOR CLAIMS PROCESSING ONLY
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PART II. HOLDINGS IN FLOW COMMON STOCK

Number of shares of Flow common stock you held at the close of the Transaction on January 31, 2014 and received consideration for in connection with the Transaction	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Proof Enclosed? <input type="radio"/> Y <input type="radio"/> N
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YOU MUST READ AND SIGN THE RELEASE ON PAGE 5. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice of Pendency and Settlement of Class Action. I (We) also submit to the jurisdiction of the Superior Court of the State of Washington, King County, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any Judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the Flow common stock I (we) held at close of the Transaction on January 31, 2014 and received consideration for in connection with the Transaction and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and covenant not to sue with respect to the Released Plaintiff Parties' Claims against each and all of the Defendants and Released Defendant Parties (as those terms are defined below).

2. "Defendants" means Charles M. Brown and Allen M. Hsieh.

3. "Released Defendant Parties" means Defendants, Flow, the former directors and officers of Flow, American Industrial Partners, Shape Technologies Group, Inc. f/k/a AIP Waterjet Holdings, and each of their past, present or future parents, subsidiaries and affiliates, and their respective directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or affiliated entities, any entity in which a Released Person has a controlling interest, any member of a Defendant's immediate family, or any trust of which any Defendant is the settler or which is for the benefit of any Defendant and/or member(s) of his family.

4. "Released Defendant Parties' Claims" means all claims (including Unknown Claims) arising out of or relating to the institution, prosecution, and resolution of the Litigation; provided, however, that the Released Defendant Parties' Claims shall not include claims to enforce the Stipulation.

5. "Released Plaintiff Parties" means Plaintiffs, all Class Members, and Plaintiffs' Counsel.

6. "Released Plaintiff Parties' Claims" shall collectively mean any and all claims (including Unknown Claims) against the Released Defendant Parties arising out of, relating to, or in connection with (i) the facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, and omissions which were or could have been alleged in this Litigation, or (ii) Flow's consideration of strategic alternatives, including the ultimate sale of Flow to AIP, provided, however, that the Released Plaintiff Parties' Claims shall not include claims to enforce the Stipulation.

7. "Unknown Claims" means (a) any Released Plaintiff Parties' Claims that any Plaintiff or any other Released Plaintiff Party does not know or suspect to exist in his, her or its favor at the time of the Effective Date, including claims which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Defendant Parties, or might have affected his, her or its decision(s) with respect to the Settlement; and (b) any Released Defendant Parties' Claims that any Defendant or any other Released Defendant Party does not know or suspect to exist in his, her or its favor at the time of the Effective Date, including claims which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Plaintiff Parties, or might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs and the Defendants shall expressly waive, and each of the Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by California Civil Code §1542 and any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542, which provides:



AGENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs and the Released Plaintiff Parties may hereafter discover facts in addition to or different from those that any of them now know or believe to be true related to the subject matter of the Released Plaintiff Parties' Claims, but Plaintiffs shall expressly and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Plaintiff Parties' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Similarly, the Defendants and Released Defendant Parties may hereafter discover facts in addition to or different from those that any of them now know or believe to be true related to the subject matter of the Released Defendant Parties' Claims, but each Defendant shall expressly and each Released Defendant Party, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Defendant Parties' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and is a key element of the Settlement of which these releases are a part.

8. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Settlement becomes effective on the Effective Date (as defined in the Stipulation).

9. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

10. I (We) hereby warrant and represent that I (we) have included information about all of my (our) holdings in Flow common stock requested in this Proof of Claim.

I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this _____ day of _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
Beneficial Holder, Executor or Administrator)

(Capacity of person(s) signing, e.g.,
Beneficial Holder, Executor or Administrator)



**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates or other documentation as they will not be returned.
5. Keep a copy of your claim form and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR, IF MAILED, POSTMARKED NO LATER THAN JANUARY 18, 2017, ADDRESSED AS FOLLOWS:

Flow Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30243
College Station, TX 77842-3243
www.flowshareholderlitigation.com

