IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE GARDNER DENVER, INC. SHAREHOLDER LITIGATION	CONSOLIDATED C.A. No. 8505-VCN

NOTICE OF CLASS-ACTION SETTLEMENT ON BEHALF OF GARDNER DENVER, INC. SHAREHOLDERS FROM JULY 13, 2012 THROUGH JULY 30, 2013

THE PURPOSE OF THIS NOTICE

The purpose of this Notice is to inform you of a proposed settlement (the "Settlement") of the above captioned action (the "Consolidated Action") pending before the Court of Chancery of the State of Delaware (the "Court"). The Settlement provides for Gardner Denver, Inc. ("GDI" or the "Company") to make a total settlement payment of $29,000,000 (the "Settlement Payment") to resolve all shareholder claims that were asserted, could have been asserted, or could be asserted in the future concerning the acquisition of GDI by affiliates of Kohlberg Kravis Roberts & Co. L.P. ("KKR") for $76 per share (the "Merger"). Separate from the Settlement and prior to the closing of the Merger on July 30, 2013, GDI agreed to provide shareholders additional information about the proposed transaction in the supplemental proxy statement on Schedule 14A filed with the SEC on July 3, 2013. GDI also agreed to waivers of standstill provisions contained in non-disclosure agreements with participants in the sale process leading up to the Merger and notification of those participants of the waivers (the "Standstill Waivers").

A hearing will be held before the Court in the Kent County Courthouse, 38 The Green, Dover, Delaware 19901, on September 3, 2014 at 10:00 a.m. (the "Hearing") to determine: (a) whether the Court should finally certify the Consolidated Action as a class action, without opt-out rights, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of any and all record holders and beneficial owners of GDI common stock, along with their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors and successors and assigns, who held shares of GDI common stock at any time between and including July 13, 2012 and July 30, 2013, other than the Defendants, their immediate family members, any entity controlled by any of the Defendants, and any successors-in-interest thereto (the "Class"); (b) whether the Court should approve the proposed Settlement of the Consolidated Action; (c) whether the Court should enter a final judgment dismissing the claims asserted in the Consolidated Action on the merits and with prejudice as against Lead Plaintiff and the Class; (d) if the Court approves the Settlement and enters such final judgment, whether the Court should grant the application of Plaintiff's Counsel for an award of attorneys' fees and expenses to be paid solely by the Company and/or its successor(s)-in-interest; and (e) such other matters as may properly come before the Court.

The Court has the right to adjourn the Hearing without further notice. The Court also has the right to approve the Settlement with or without modifications, to enter its final judgment dismissing the Consolidated Action on the merits and with prejudice and to order the payment of attorneys' fees and expenses without further notice.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THE CONSOLIDATED ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY WISH TO TAKE IN RELATION TO THIS LITIGATION.

BACKGROUND AND DESCRIPTION OF THE LITIGATION

On March 8, 2013, Gardner Denver, Inc. ("GDI") and Kohlberg Kravis Roberts & Co. L.P. ("KKR") announced that GDI had entered into an Agreement and Plan of Merger (the "Merger Agreement") dated March 7, 2013, by and among GDI, Renaissance Parent Corp. ("Renaissance"), and Renaissance Acquisition Corp. ("Merger Sub," and together with Renaissance, the "Renaissance Entities"). The Merger Agreement contemplated, among other things, that the Renaissance Entities would acquire all of GDI's outstanding shares at a purchase price of $76 per share and GDI would merge with Merger Sub (the "Merger").

On March 14, 2013, Jack Carson, on behalf of himself and all others similar situated, filed *Carson v. Gardner Denver, Inc., et al.*, Case No. 13-02341, in the Court of Common Pleas of Chester County, Pennsylvania (the "Carson Action") alleging, among other things, that Michael C. Arnold, Donald G. Barger, Jr., John D. Craig, Raymond R. Hipp, David D. Petratis, Diane K. Schumacher, Charles L. Szews, Richard L. Thompson, and Michael M. Larsen (the "Board," and, together with GDI, the "GDI Defendants") had breached their fiduciary duties in connection with their consideration and approval of the Merger Agreement, and that GDI, along with KKR and the Renaissance Entities (the "KKR Defendants," and with the GDI Defendants, "Defendants"), had aided and abetted those breaches of fiduciary duty.

On March 15, 2013, Glenn Shoemaker, on behalf of himself and all others similarly situated, filed *Shoemaker v. Gardner Denver, Inc., et al.*, Case No. 13-02372, in the Court of Common Pleas of Chester County, Pennsylvania (the "Shoemaker PA Action"), alleging, among other things, that Diane K. Schumacher, Michael C. Arnold, Donald G. Barger, Jr., John D. Craig, Raymond R. Hipp, David D. Petratis, Charles L. Szews, and Richard L. Thompson had breached their fiduciary duties in connection with their consideration and approval of the Merger Agreement, and that GDI and the Renaissance Entities had aided and abetted those breaches of fiduciary duty.

On March 27, 2013, Daniel White, on behalf of himself and all others similarly situated, filed *White v. Larsen, et al.*, C.A. No. 8439-VCN (the "White Action"), in the Court of Chancery alleging, among other things, that the members of the Board had breached their fiduciary duties in connection with their consideration and approval of the Merger Agreement, and that GDI, along with the KKR Defendants, had aided and abetted those breaches of fiduciary duty.

On March 28, 2013, plaintiff Shoemaker filed Plaintiff's First Request for Production of Documents to the Gardner Denver Defendants in the Shoemaker PA Action.

On March 28, 2013, plaintiff Shoemaker filed Plaintiff's First Request for Production of Documents to Defendants Renaissance Parent Corp. and Renaissance Acquisition Corp. in the Shoemaker PA Action.

On April 15, 2013, GDI filed its preliminary proxy statement on Schedule 14A (the "Preliminary Proxy Statement") with the Securities and Exchange Commission (the "SEC").

On April 22, 2013, Shoshana Minzer, on behalf of herself and all others similarly situated, filed *Minzer v. Larsen, et al.*, C.A. No. 8498-VCN (the "Minzer Action"), in the Court of Chancery alleging substantively identical claims to the White Action and alleging that the members of the Board breached their fiduciary duties by issuing a materially misleading Preliminary Proxy Statement.

On April 25, 2013, Glenn Shoemaker, on behalf of himself and all others similarly situated, filed *Shoemaker v. Gardner Denver, Inc., et al.*, C.A. No. 8505-VCN (the "Shoemaker DE Action"), in the Court of Chancery alleging substantively identical claims to the Minzer Action.

On April 30, 2013, plaintiff Carson filed his First Amended Complaint in the Carson Action alleging substantively identical claims to the Minzer Action and the Shoemaker DE Action.

On May 2, 2013, plaintiff Shoemaker filed a Praecipe for Voluntary Discontinuance Without Prejudice dismissing the Shoemaker PA Action.

On May 10, 2013, plaintiff Minzer filed Plaintiff's First Request for the Production of Documents to All Defendants.

On May 20, 2013, the GDI Defendants filed Motions to Dismiss the Minzer Action and the Shoemaker DE Action.

On May 20, 2013, the KKR Defendants filed a Motion to Dismiss the Shoemaker DE Action.

On May 23, 2013, after hearing arguments on competing motions for consolidation and appointment of lead counsel, the Court issued the Order Granting Plaintiff Glenn Shoemaker's Motion to Consolidate and Appoint Lead Counsel, consolidating the White Action, the Minzer Action, and the Shoemaker DE Action into the above caption (the "Consolidated Action" and, together with the Shoemaker PA Action and the Carson Action, the "Actions"), designating Robbins Geller Rudman & Dowd LLP as lead counsel ("Lead Counsel") and Bouchard Margules & Friedlander, P.A. (n/k/a Friedlander & Gorris, P.A.) as Delaware liaison counsel (together with Lead Counsel, "Plaintiff's Counsel").

On May 28, 2013, plaintiff Shoemaker ("Lead Plaintiff") filed Plaintiff's Motion for Expedited Discovery.

On May 28, 2013, Defendants filed Preliminary Objections in the Carson Action.

On May 29, 2013, Lead Plaintiff filed Plaintiff's First Request for Production of Documents to Defendants Gardner Denver, Inc., Diane K. Schumacher, Michael C. Arnold, Donald G. Barger, John D. Craig, Raymond R. Hipp, Michael M. Larsen, David D. Petratis, Charles L. Szews, and Richard L. Thompson.

On May 29, 2013, Lead Plaintiff filed Plaintiff's First Request for Production of Documents to Defendants Renaissance Parent Corp., Renaissance Acquisition Corp., and Kohlberg Kravis Roberts & Co., L.P.

On June 7, 2013, the GDI Defendants filed their First Request for Production of Documents and Things Directed to Plaintiffs.

On June 10, 2013, the Court granted the Stipulated Scheduling Order governing discovery prior to a hearing on Plaintiff's forthcoming Motion for Preliminary Injunction.

Between June 10 and July 2, 2013, Defendants and third parties produced over 30,000 documents and seven depositions were taken by the Parties.

On June 13, 2013, GDI filed its definitive proxy statement on Schedule 14A with the SEC (the "Definitive Proxy Statement").

On June 17, 2013, Defendants filed briefs in support of their Preliminary Objections in the Carson Action.

On June 23, 2013, Lead Plaintiff filed his Motion for Preliminary Injunction and Opening Brief in Support of His Motion for Preliminary Injunction.

On June 25, 2013, Lead Plaintiff filed Plaintiff's Corrected Opening Brief in Support of His Motion for Preliminary Injunction.

On June 27, 2013, the parties in the Carson Action filed a stipulation and proposed order staying the Carson Action in favor of the Consolidated Action.

On June 28, 2013, the GDI Defendants filed their Answering Brief in Opposition to Plaintiff's Motion for Preliminary Injunction.

On June 28, 2013, the KKR Defendants filed their Answering Brief of the Renaissance Defendants and KKR in Opposition to Plaintiff's Motion for Preliminary Injunction.

On July 3, 2013, the Parties reached an agreement whereby Lead Plaintiff withdrew his Motion for Preliminary Injunction, agreed to file an amended complaint after the Merger closed that would not assert claims based on disclosures or deal protections, and agreed not to seek further discovery pending resolution on Defendants' motions to dismiss, in exchange for (1) waivers of standstill provisions contained in non-disclosure agreements with participants in the sale process leading up to the Merger and notification of those participants of the waivers (the "Standstill Waivers") and (2) the Supplemental Disclosures (defined below) made by GDI.

On July 3, 2013, Liaison Counsel filed a letter with the Court advising the Court that the Parties had reached an agreement whereby Plaintiff was withdrawing his Motion for Preliminary Injunction in exchange for the Standstill Waivers and the Supplemental Disclosures.

On July 3, 2013, GDI filed a supplemental proxy statement on Schedule 14A with the SEC containing additional disclosures (the "Supplemental Disclosures").

On July 16, 2013, GDI's stockholders approved the Merger which subsequently closed on July 30, 2013.

On August 21, 2013, Lead Plaintiff filed his Verified Amended Complaint seeking damages against Defendants on behalf of a putative class of former GDI shareholders arising out of the Merger alleging, *inter alia*: (1) the GDI board of directors breached its fiduciary duties in connection with its consideration and approval of the Merger Agreement; and (2) KKR aided and abetted those alleged breaches.

On August 27, 2013, the GDI Defendants and the KKR Defendants filed their respective Motions to Dismiss the Verified Amended Complaint.

On October 1, 2013, Defendants filed their Opening Brief in Support of Their Consolidated Motion to Dismiss the Verified Amended Complaint.

On October 16, 2013, Lead Plaintiff filed Plaintiff's Motion to Strike or, in the Alternative, to Treat Defendants' Motion to Dismiss as One for Summary Judgment.

On November 6, 2013, Defendants filed their Opposition Brief to Plaintiff's Motion to Strike.

On November 20, 2013, Lead Plaintiff filed Plaintiff's Reply in Further Support of His Motion to Strike.

On November 26, 2013, the Court convened a hearing on the Motion to Strike.

On February 21, 2014, the Court issued its opinion granting in part and denying in part the Motion to Strike.

On March 7, 2014, Lead Plaintiff filed his Motion for Leave to File Verified Second Amended Complaint seeking damages against Defendants on behalf of a putative class of former GDI shareholders arising out of the Merger alleging, *inter alia*: (1) the GDI board of directors breached its fiduciary duties in connection with its consideration and approval of the Merger Agreement; and (2) KKR aided and abetted those alleged breaches.

The Parties subsequently agreed to mediate their disputes, and a mediation was held on June 4-5, 2014 in Chicago, Illinois (the "Mediation"), with Robert A. Meyer, a litigation partner at Loeb & Loeb LLP (the "Mediator") who regularly mediates complex commercial lawsuits.

On June 26, 2014, plaintiff Carson executed a Praecipe for Voluntary Discontinuance Without Prejudice dismissing the Carson Action.

After significant arm's-length negotiations, and with the assistance of the Mediator, counsel to Lead Plaintiff and the Defendants (together, the "Parties") reached, subsequent to the mediation, an agreement concerning the settlement of the Consolidated Action, which is set forth in a Stipulation and Agreement of Compromise, Settlement and Release executed on June 27, 2014 (the "Stipulation").

The Stipulation provides for the dismissal of the Consolidated Action and a complete release, described fully below, of all claims by members of the Class ("Class Members") that were asserted, could have been asserted, could be asserted in the future in the Actions or in any other proceeding. In consideration of this release, the Stipulation provides that the Company will make a $29,000,000 Settlement Payment.

REASONS FOR THE SETTLEMENT

Lead Plaintiff, through his counsel, has investigated the claims and allegations asserted in the Consolidated Action, as well as the underlying events and transactions relevant to the Consolidated Action.

Lead Plaintiff and his counsel believe that the claims asserted in the Consolidated Action have merit based on proceedings to date, but having concluded that the proposed Settlement is fair and adequate and, recognizing the risk of further litigation, believe that it is reasonable to pursue the settlement of the Consolidated Action based upon the procedures outlined and the benefits set forth in the Stipulation.

Defendants each have denied, and continue to deny, that they have committed or aided and abetted in the commission of any violation of law or breach of duty or engaged in any of the wrongful acts alleged in the Consolidated Action, and expressly maintain that they diligently and scrupulously complied with any fiduciary or other legal duties.

Defendants are entering into the Settlement solely to eliminate the uncertainties, costs, disruption and distraction of further litigation.

SUMMARY OF THE SETTLEMENT

The terms of the Settlement are fully described in the Stipulation, on file with the Court, which is available for your inspection as discussed below under the heading "Scope of Notice." Capitalized terms used herein and not otherwise defined are deemed to have the same meaning as set forth in the Stipulation. In summary, as a result of the foregoing and the negotiations between Plaintiff's Counsel and Defendants' counsel, the parties to the Consolidated Action have agreed to the Settlement. The Settlement provides that GDI or its successors-in-interest will cause to be paid a $29,000,000 Settlement Payment. $250,000 of the Settlement Payment shall be deposited into an account maintained by an escrow agent (the "Account"), within ten (10) days of the Court granting a scheduling order in all material respects in the form which is attached as an exhibit to the Stipulation (the "Scheduling Order"). The remainder of the Settlement Payment (*i.e.*, $28,750,000) shall be deposited into the Account within ten (10) days of the Court's entry of an order and final judgment in all material respects in the form which is attached as an exhibit to the Stipulation (the "Order and Final Judgment"). The Settlement Payment shall be invested in securities backed by the full faith and credit of the United States Government. The "Settlement Fund" refers to the Settlement Payment plus any and all interest earned thereon.

The Settlement Fund may be used by Plaintiff's Counsel to provide notice to the Class as specified in the Scheduling Order, to pay attorneys' fees and expenses of Plaintiff's Counsel as awarded and approved by the Court in connection with the Settlement Payment, and to distribute the Settlement Fund to Authorized Claimants. If the Settlement is not approved, within three (3) days of the denial of the Settlement by the Court or within ten (10) days of any reversal of the Court's approval on appeal, Plaintiff's Counsel shall cause the Settlement Payment to be returned to GDI or its successors-in-interest less any amounts used to provide notice to the Class. If the Settlement is not approved by the Court, plaintiffs and/or Plaintiff's Counsel shall have no obligation to re-pay any reasonable funds expended to provide notice to the Class.

Except for providing Lead Counsel with information in GDI's possession and reasonably necessary for Lead Counsel's administration of notice to the Class, and/or the administration, distribution, or allocation of the Settlement Fund, Defendants shall have no responsibility for, or liability with respect to, the administration of notice to the Class, or administration distribution and/or allocation of the Settlement Fund among the Class Members, and shall not be responsible for any fees or expenses associated with the administration of the notice to the Class, and/or administration, distribution or allocation of the Settlement Fund. Lead Counsel shall administer the process for notice and the distribution and allocation of the Settlement Fund. The costs and expenses related to providing notice of the Settlement to the Class, as well as any costs and expenses related to the administration of the Settlement, shall be paid by Lead Counsel from the Settlement Fund upon the Court granting the Scheduling Order. The administration, distribution and allocation of the Settlement Fund are matters separate and apart from the Settlement, and any decision, alteration or modification to the administration, distribution and allocation of the Settlement Fund shall not affect the validity or finality of the Settlement.

Following Final Approval, the Net Settlement Amount, which means the Settlement Payment less notice and administrative costs and less the Settlement Payment Fee and Expense Amount (as defined in the Stipulation), will be distributed by the Claims Administrator (as defined in the Stipulation) to the Settlement Payment Recipients (as defined in the Stipulation).

The Net Settlement Amount will be allocated on a per-share basis amongst the Settlement Payment Recipients who have submitted to the Claims Administrator a valid Proof of Claim (as defined in the Stipulation) by October 16, 2014, based on the number of shares of GDI common stock, held and exchanged upon the Closing by the applicable Settlement Payment Recipient for consideration in the Merger for said shares of GDI common stock (the "Initial Distribution"). Any Class Member who does not submit a valid Proof of Claim, who was not a GDI stockholder of record at the Closing, or who did not receive consideration in the Merger upon exchange of GDI common stock will not be entitled to receive any distribution from the Settlement Fund, but will otherwise be bound by all of the terms of the Stipulation and the Settlement, and the releases provided for herein, and will be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind against the Released Persons (defined below) with respect to the Settled Claims (defined below).

Moreover, while not part of the Settlement, Defendants acknowledged in the Stipulation that the Consolidated Action and the efforts of Plaintiff's Counsel were the sole cause of the decisions to provide the Standstill Waivers and the Supplemental Disclosures. These disclosures included revisions and additions to the Definitive Proxy Statement, as set forth below (page references are to the Definitive Proxy Statement):

The following disclosure supplements and restates the sixth full paragraph on page 32 of the Definitive Proxy Statement.

On October 1, 2012, Mrs. Schumacher received an unsolicited preliminary, non-binding indication of interest, based only on publicly available information, from KKR indicating interest in pursuing an acquisition of Gardner Denver at a price of $80 in cash per share of Gardner Denver common stock. The preliminary indication of interest, including the offered price per share of Gardner Denver's common stock, was subject to the completion by KKR of due diligence, including meeting with Gardner Denver's senior management team, on the financial condition and operations of Gardner Denver's business, including known and unknown liabilities, as well as satisfactory review of applicable legal, financial, tax, accounting, IT, and insurance matters. Prior to submitting the preliminary indication of interest, representatives of KKR met with Mr. Pennypacker (who was no longer affiliated with Gardner Denver) to discuss, among other things, the Company and industries in which the Company competes.

The following disclosure supplements and restates the second full paragraph on page 33 of the Definitive Proxy Statement.

Gardner Denver, with the assistance of representatives of Goldman Sachs and Skadden, negotiated and entered into confidentiality agreements after October 5, 2012 with fourteen of such parties, three of which were possible strategic buyers and eleven of which were financial sponsors, or groups of financial sponsors that the Board of Directors, following discussion with its advisors, had determined to allow to partner in considering a transaction. The other four potential bidders declined to enter into confidentiality agreements with the Company as such bidders indicated to representatives of the Company that they did not view a potential transaction involving Gardner Denver as an attractive strategic fit. Included in the group that entered into confidentiality agreements were Party A, Party B and KKR. Each of these confidentiality agreements contained "standstill" provisions restricting the ability of the parties, unless requested in writing by Gardner Denver to do so, to acquire common stock or propose an acquisition of Gardner Denver, or take certain other actions with respect to seeking control of Gardner Denver or to request Gardner Denver to waive the "standstill" provisions. These standstill restrictions on proposing to the Board of Directors an acquisition of Gardner Denver (to the extent applicable) or requesting Gardner Denver to waive the standstill provisions were subsequently waived by Gardner Denver on July 2, 2013. During this same period, as directed by the Board of Directors, Mr. Larsen and/or representatives of Goldman Sachs met or otherwise discussed with each of these potential bidders Gardner Denver and its business. The potential bidders also received confidential, non-public information on Gardner Denver including the initial projections developed by Gardner Denver management, as well as the opportunity to discuss such projections telephonically with members of the Gardner Denver management team. Following discussions and receipt of such information, two possible strategic buyers and one financial sponsor informed representatives of Goldman Sachs they would not participate in a potential transaction.

The following disclosure follows the second full (as stated above) paragraph on page 33 of the Definitive Proxy Statement.

On October 10, 2012, KKR entered into a consulting agreement with Mr. Pennypacker, with respect to review and analysis of industrial manufacturing and related businesses in connection with KKR's private equity business. The agreement also provided that KKR and Mr. Pennypacker would discuss opportunities to work together on a longer term basis (*e.g.* CEO of a company controlled or acquired by KKR or as an advisor to KKR). The consulting agreement provided that the parties would not share any confidential information relating to or otherwise discuss any possible acquisition of the Company without the prior consent of the Company, and would not take any action or share any information that would result in a breach by Mr. Pennypacker of his obligations to Gardner Denver. See Note 6 on page 69. In connection with entering into its confidentiality agreement with Gardner Denver KKR requested that Mr. Pennypacker be permitted to receive evaluation material and provide consulting advice to KKR in connection with the potential transaction, but Gardner Denver declined to do so at that time.

The following disclosure supplements and restates the fourth full paragraph on page 39 of the Definitive Proxy Statement.

On February 1, 2013, Party D notified representatives of Goldman Sachs that it had decided to withdraw from the auction process. On February 14, 2013, Party E and Party F each notified representatives of Goldman Sachs that it was unlikely to submit a proposal to acquire Gardner Denver. Gardner Denver's communications with the parties that elected to withdraw or not proceed with negotiations did not include guidance regarding the amount that the parties should offer. Gardner Denver was aware that these bidders had continued to seek additional information and/or access to management prior to determining not to proceed, and that in light of the volume of information and management sessions requested no bidder, including KKR, had then received all information and management sessions requested; however, Gardner Denver was not made aware that any party's decision to withdraw or not proceed resulted primarily from a concern regarding the speed

at which Gardner Denver provided information for diligence efforts nor did any parties request additional time to analyze Gardner Denver. Party F indicated that it would be willing to consider participation in a leveraged recapitalization in the event Gardner Denver were to undertake such a transaction.

DISMISSAL AND RELEASE

Effective upon Final Approval (as defined in the Stipulation), Lead Plaintiff and every Class Member (collectively, the "Releasing Persons") shall be deemed to have, and by operation of the Order and Final Judgment approving the Settlement shall have, completely, fully, finally and forever compromised, settled, released, discharged, extinguished, relinquished, and dismissed with prejudice any and all claims, demands, rights, actions, causes of action, potential actions, liabilities, damages, diminutions in value, debts, losses, obligations, judgments, interest, penalties, fines, sanctions, fees, duties, suits, costs, expenses, matters, controversies, and issues known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, including known claims and Unknown Claims, whether individual, direct, class, derivative, representative, legal, equitable or of any other type or asserted in any other capacity, that have been, could have been, or could ever be, asserted in any court, tribunal or proceeding (including, but not limited to, any claims arising under federal, state, local, foreign, statutory or common law, including the federal or state securities, antitrust, and disclosure laws or any claims that could be asserted derivatively on behalf of GDI), by or on behalf of Lead Plaintiff or any Class Member, which arise out of or relate to such Class Member's GDI stockholdings or such Class Member's status as a GDI stockholder during the Class period, against Defendants, or any of their respective, direct or indirect, families, parent entities, controlling persons, associates, affiliates or subsidiaries and each and all of their respective past or present, direct or indirect, officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, insurers, heirs, executors, trustees, general or limited partners or partnerships, investment funds, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns (the "Released Persons"), whether or not each of the Released Persons were named, served with process, or appeared in the Actions, which the Releasing Persons ever had, now have, or may in the future have by reason of, arising out of, relating to, or in connection with the acts, events, facts, matters, transactions, occurrences, statements or representations, or any other matter whatsoever set forth in or otherwise related, directly or indirectly, to the allegations in the Actions, the complaints in the Actions, the Merger Agreement, the Merger or other transactions contemplated therein or ancillary thereto, any term, condition or circumstance of the Merger or the events that preceded the Merger, or disclosures made in connection therewith (including but not limited to any alleged misstatements or omissions or the adequacy and completeness of such disclosures) (the "Settled Claims"); provided, however, that the Settled Claims shall not include any claims to enforce the Settlement or the rights of the Parties to enforce the Stipulation.

Effective upon Final Approval, Defendants and Released Persons shall be deemed to have, and by operation of the Order and Final Judgment approving the Settlement shall have, completely, fully, finally, and forever released, relinquished, and discharged Lead Plaintiff, each and all of the Releasing Persons, and Plaintiff's Counsel from all claims (including Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement, or resolution of the Consolidated Action or the Settled Claims ("Defendants' Released Claims"); provided, however, that the Defendants' Released Claims shall not include any claims to enforce the Settlement or the rights of the Parties to enforce the Stipulation.

The Settlement is intended to extinguish all Settled Claims, including Unknown Claims, and all Defendants' Released Claims, including Unknown Claims, and, consistent with such intentions, the Releasing Persons and Released Persons shall waive and relinquish their rights to the fullest extent permitted by law, the provisions, rights, and benefits of any state, federal or foreign law, or principle of common law, that may have the effect of limiting the releases set forth above. "Unknown Claims" means any claim that a Releasing Person or a Released Person does not know or suspect exists in his, her, or its favor at the time of the release of the Settled Claims and the Defendants' Released Claims, including without limitation those that, if known, might have affected the decision to enter into the Settlement or any assertion by a Party that the Parties did not comply with the provisions of Delaware Court of Chancery Rule 11 or any similar provision. This shall include a waiver by the Releasing Persons and Released Persons, to the extent applicable, and to the fullest extent permitted by law, the provisions, rights and benefits of §1542 of the California Civil Code (or any similar, comparable, or equivalent provision in any jurisdiction), which provides:

> A GENERAL 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.

Lead Plaintiff and Plaintiff's Counsel acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is the intention of the Lead Plaintiff and Plaintiff's Counsel, and by operation of law the intention of the Class Members and other Releasing Persons, to completely, fully, finally, and forever

compromise, settle, release, discharge, extinguish, and dismiss any and all Settled Claims without regard to the subsequent discovery or existence of additional or different facts. Lead Plaintiff and Plaintiff's Counsel, acknowledge, and the Class Members and other Releasing Persons by operation of law shall be deemed to have acknowledged, that Unknown Claims are expressly included in the definition of Settled Claims and that such inclusion was expressly bargained for, constitutes separate consideration for, was a key element of the Settlement, and was relied upon by each and all of the Defendants in entering into the Stipulation.

If approved by the Court, the Settlement shall extinguish for all time all Settled Claims against all Released Persons.

INTERIM INJUNCTION AND STAY OF PROCEEDINGS

Pursuant to the Scheduling Order, pending final determination by the Court of whether the Settlement should be approved, Lead Plaintiff and all Class Members, are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any Settled Claims, either directly, representatively, derivatively, or in any other capacity against any Released Person. In addition, all proceedings in the Consolidated Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, have been stayed and suspended until further order of the Court.

ATTORNEYS' FEES

Plaintiff's Counsel will apply for an award of attorneys' fees and expenses comprised of the total of (i) the Settlement Payment Fee and Expense Amount which will not exceed 30% of the Settlement Payment, and (ii) the Standstill Waivers and Supplemental Disclosures Fee Amount which will not exceed one-million dollars ($1 million) and which represents an award for Lead Counsel being the sole cause of GDI's decision to moot Lead Plaintiff's claims for pre-closing relief by granting the Standstill Waivers and making the Supplemental Disclosures. While the Settlement Payment Fee and Expense Amount will be paid from the Settlement Fund, the Standstill Waivers and Supplemental Disclosures Fee Amount will be paid solely by GDI or its successors-in-interest.

CONDITIONS FOR SETTLEMENT

The Settlement is conditioned upon the occurrence of certain events. Those events include (a) final certification of the non-opt-out Class for settlement purposes; (b) final approval of the Settlement by the Court and the affirmance of such approval on appeal or the expiration of the time to take any further appeal; (c) approval of a complete release of all Released Persons by the Court, in the form provided for in the Stipulation and described in this Notice; (d) the inclusion in the Order and Final Judgment of a provision enjoining all Class Members from asserting any of the Settled Claims; and (e) dismissal with prejudice of the Consolidated Action. If for any reason, any condition described in the Stipulation is not met, the Stipulation might be terminated and, if terminated, will become null and void, and the Parties to the Stipulation will be restored to their respective positions prior to the execution of the Stipulation.

In addition, the Stipulation shall be terminated, shall be deemed null and void, and shall have no further force or effect if any of the following events occur: (a) the Court declines to approve the Settlement or to enter the Order and Final Judgment in any material respect (it being understood that any provisions of the Settlement regarding the payment of attorney's fees, costs and expenses are not material terms for these purposes); or (b) the Order and Final Judgment is modified or reversed in any material respect on appeal, rehearing, or reconsideration.

RIGHT TO APPEAR

Any Class Member who objects to the Settlement, the Order and Final Judgment to be entered in the Consolidated Action, and/or Plaintiff's Counsel's application for an award of attorneys' fees, costs, and expenses, or who otherwise wishes to be heard, may appear personally or by counsel at the Hearing and present evidence or argument that may be proper and relevant; *provided, however*, that no Class Member may be heard and no papers or briefs submitted by or on behalf of any member of the Class shall be received and considered, except by Order of the Court for good cause shown, unless, no later than August 25, 2014, copies of (a) a written notice of intention to appear, identifying the name, address, email address, and telephone number of the objector and, if represented, their counsel, (b) written proof of ownership and a statement certifying that the objector is a member of the Class, (c) a written detailed statement of such person's specific objections to any matter before the Court, (d) the grounds for such objections and any reasons for such person's desiring to appear and be heard, and (e) all documents and writings such person desires the Court to consider, shall be served electronically or by hand or overnight mail upon the following counsel:

Edward M. Gergosian
ROBBINS GELLER RUDMAN & DOWD LLP
655 West Broadway, Suite 1900
San Diego, California 92101
EGergosian@rgrdlaw.com

Lead Counsel to Lead Plaintiff and the Class

Robert S. Saunders
SKADDEN ARPS SLATE MEAGHER & FLOM LLP
P.O. Box 636
Wilmington, Delaware 19899-0636
rob.saunders@skadden.com

Counsel to GDI, Diane K. Schumacher, Michael C. Arnold, Michael M. Larsen, Donald G. Barger, John D. Craig, Raymond R. Hipp, David D. Petratis, Charles L. Szews, and Richard L. Thompson

Raymond J. DiCamillo
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
Wilmington, Delaware 19801
dicamillo@rlf.com

Counsel for the KKR Defendants

At the same time, these papers must be filed with the Register in Chancery, Kent County Courthouse, 38 The Green, Dover, Delaware 19901. Unless the Court otherwise directs, no member of the Class shall be entitled to object to the Settlement, the judgment to be entered herein, or the award of attorneys' fees, costs, and expenses to Plaintiff's Counsel or otherwise to be heard, except by serving and filing written objections as described above. Any person who fails to object in the manner provided above shall be deemed to have waived such objection and shall forever be barred from making any such objection in the Consolidated Action or in any other action or proceeding.

SCOPE OF NOTICE

This Notice does not purport to be a comprehensive description of the Consolidated Action or the pleadings, the terms of the proposed Settlement, the scheduled Hearing, or other matters described herein. For more complete information concerning the Consolidated Action and the proposed Settlement, you may inspect the pleadings, the Stipulation, and other papers and documents filed with the Court in the Consolidated Action, during normal business hours at the office of the Register in Chancery, Delaware Court of Chancery, Kent County Courthouse, 38 The Green, Dover, Delaware 19901 or by accessing the Court's docket electronically.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, THE CONSOLIDATED ACTION, THE PROPOSED SETTLEMENT, OR THE SETTLEMENT HEARING THEREON, YOU SHOULD RAISE THEM WITH YOUR OWN COUNSEL OR DIRECT THEM TO LEAD COUNSEL FOR THE CLASS IN THIS ACTION, AT THE ADDRESS SET FORTH ABOVE. PLEASE DO NOT CONTACT THE COURT OR THE CLERK OF THE COURT.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you held GDI stock for the beneficial interest of a person or organization other than yourself at any time during the period from and including July 13, 2012, through and including July 30, 2013, within seven business days of the receipt of this Notice you must either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you held any such securities during such time periods; or (b) request additional copies of this Notice, which will be provided to you free of charge, and, within seven business days of your receipt of such copies, mail the Notice directly to the beneficial owners of the securities referred to herein. You are entitled to reimbursement from the Settlement Fund for your reasonable expenses incurred in connection with the foregoing, including reimbursement of postage expenses and the cost of ascertaining the names and addresses of beneficial owners. All communications concerning the foregoing should be addressed to the Claims Administrator:

Gardner Denver, Inc. Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 5100
Larkspur, CA 94977-5100

Dated: July 3, 2014

IN THE COURT OF CHANCERY
OF THE STATE OF DELAWARE