IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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

STIPULATION AND AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE

This Stipulation and Agreement of Compromise, Settlement and Release ("Stipulation" or "Settlement") is made and entered into as of the 27th day of June 2014, by and between the parties (the "Parties") to the action *In re Gardner Denver, Inc. Shareholders Litigation*, Consol. C.A. No. 8505-VCN, pending before the Court of Chancery of the State of Delaware (the "Court" or the "Court of Chancery"), by their respective undersigned counsel, subject to the approval of the Court.

WHEREAS, 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");

WHEREAS, 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");

WHEREAS, 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

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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;

WHEREAS, 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;

WHEREAS, 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;

WHEREAS, 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;

WHEREAS, 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;

WHEREAS, 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");

WHEREAS, 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;

WHEREAS, 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;

WHEREAS, 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;

WHEREAS, on May 2, 2013, plaintiff Shoemaker filed a Praecipe for Voluntary Discontinuance Without Prejudice dismissing the Shoemaker PA Action;

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

WHEREAS, on May 20, 2013, the GDI Defendants filed Motions to Dismiss the Minzer Action and the Shoemaker DE Action;

WHEREAS, on May 20, 2013, the KKR Defendants filed a Motion to Dismiss the Shoemaker DE Action;

WHEREAS, 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");

WHEREAS, on May 28, 2013, plaintiff Shoemaker ("Lead Plaintiff") filed Plaintiff's Motion for Expedited Discovery;

WHEREAS, on May 28, 2013, Defendants filed Preliminary Objections in the Carson Action;

WHEREAS, 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;

WHEREAS, 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.;

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

WHEREAS, 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;

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

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

WHEREAS, on June 17, 2013, Defendants filed briefs in support of their Preliminary Objections in the Carson Action;

WHEREAS, on June 23, 2013, Lead Plaintiff filed his Motion for Preliminary Injunction and Opening Brief in Support of His Motion for Preliminary Injunction;

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

WHEREAS, 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;

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

WHEREAS, 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;

WHEREAS, 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 (l) 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;

WHEREAS, 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;

WHEREAS, on July 3, 2013, GDI filed a supplemental proxy statement on Schedule 14A with the SEC containing additional disclosures (the "Supplemental Disclosures") (the supplemental proxy statement on Schedule 14A is attached hereto as Exhibit A);

WHEREAS, on July 16, 2013, GDI's stockholders approved the Merger which subsequently closed on July 30, 2013 (the "Closing");

WHEREAS, 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*: (i) 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.;

WHEREAS, on August 27, 2013, the GDI Defendants and the KKR Defendants filed their respective Motions to Dismiss the Verified Amended Complaint;

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

WHEREAS, 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;

WHEREAS, on November 6, 2013, Defendants filed their Opposition Brief to Plaintiff's Motion to Strike;

WHEREAS, on November 20, 2013, Lead Plaintiff filed Plaintiff's Reply in Further Support of His Motion to Strike;

WHEREAS, on November 26, 2013, the Court convened a hearing on the Motion to Strike;

WHEREAS, on February 21, 2014, the Court issued its opinion granting in part and denying in part the Motion to Strike;

WHEREAS, 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*: (i) 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;

WHEREAS, 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;

WHEREAS, on June 26, 2014 Plaintiff Carson executed a Praecipe for Voluntary Discontinuance Without Prejudice dismissing the Carson Action;

WHEREAS, after significant arm's length negotiations, and with the assistance of the Mediator, the Parties reached, subsequent to the Mediation, an agreement to settle the Consolidated Action;

WHEREAS, after conducting discovery and depositions, Plaintiff's Counsel have determined that a settlement of the Consolidated Action on the terms reflected in this Stipulation is fair, reasonable, adequate and in the best interests of GDI's public stockholders;

WHEREAS, Defendants, to avoid the uncertainties, costs, disruption and distraction of further litigation, and without admitting the validity of any allegations made in the Actions, or any liability with respect thereto, have concluded that it is desirable that the claims against them be settled on the terms reflected in this Stipulation;

WHEREAS, each Defendant has denied, and continues to deny, that he, she or it committed or aided and abetted the commission of any breach of fiduciary duty, engaged in any of the wrongful acts alleged in the Actions, or that any monetary payments, supplemental disclosure, or waiver was or is required under any applicable rule, statute, regulation or law and expressly maintains that he, she or it diligently and scrupulously complied with his, her or its fiduciary and other legal duties, to the extent such duties exist, and is entering into this Stipulation solely to eliminate the burden, expense and uncertainties inherent in further litigation;

WHEREAS, Plaintiff's Counsel believe that their claims 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 herein and the benefits provided to the proposed Class; and

WHEREAS, Lead Plaintiff's entry into this Stipulation is not an admission as to the lack of any merit of any of the claims asserted in the Consolidated Action.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, subject to the approval of the Court and pursuant to Court of Chancery Rule 23, for the good and valuable consideration set forth herein and conferred on Lead Plaintiff and the Class (as defined below), as follows:

1. Definitions

In addition to the terms defined above and below, the following capitalized terms, used in this Stipulation and its Exhibits, shall have the meanings specified below:

1.1 "Account" means the account which is to be maintained by the Escrow Agent and into which the Settlement Amount shall be deposited.

1.2 "Authorized Claimant(s)" means a member of the Class (defined below) who submits a timely and valid Proof of Claim (defined below) to the Claims Administrator (defined below), in accordance with the requirements established by the Court, that is approved for payment from the Settlement Fund (defined below).

1.3 "Claimant" means a person or entity that submits a Proof of Claim to the Claims Administrator seeking to share in the proceeds of the Settlement Fund.

1.4 "Claims Administrator" means the administrator retained by Lead Counsel on behalf of the Class with the approval of the Court in connection with the distribution of the Notice and form of Proof of Claim to the Class, and to administer the Settlement.

1.5 "Escrow Agent" means Robbins Geller Rudman & Dowd LLP or its successor(s).

1.6 "Net Settlement Amount" means the Settlement Payment less notice and administrative costs and less the Settlement Payment Fee and Expense Amount.

1.7 "Notice" means the Notice of Class Action on behalf of Gardner Denver, Inc. Shareholders from July 13, 2012 through July 30, 2013, substantially in the form of Exhibit B-1 attached hereto.

1.8 "Order and Final Judgment" means the Order and Final Judgment to be entered in the Consolidated Action, substantially in the form of Exhibit C attached hereto.

1.9 "Proof(s) of Claim" means the Proof of Claim and Release, substantially in the form attached hereto as Exhibit B-2.

2. Terms of Settlement

2.1 In consideration for the settlement and dismissal with prejudice of the Consolidated Action, and the releases provided herein, GDI or its successors-in-interest will cause to be paid a total settlement payment of $29,000,000 (the "Settlement Payment"). No Defendant other than GDI or its successors-in-interest shall have any obligation under this Stipulation or otherwise with respect to funding or payment of the Settlement Payment. $250,000 of the Settlement Payment shall be deposited into the Account, within ten (10) days of the Court granting the Scheduling Order attached hereto as Exhibit B, and shall be used solely to administer the Settlement. 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 the Order and Final Judgment in all material respects in the form attached as Exhibit C hereto. 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. Nothing in this paragraph shall have an effect on the respective rights and obligations between Defendants and their respective insurance carriers.

2.2 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.

2.3 Except for providing Lead Counsel with information in GDI's possession (including Class Member contact information) 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 members of the Class (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.

2.4 Following Final Approval, the Net Settlement Amount will be distributed by the Claims Administrator to Class Members who were GDI stockholders of record at the Closing and who received consideration in the Merger upon exchange of GDI common stock, and who submitted a valid Proof of Claim ("Settlement Payment Recipients").

2.5 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 by the deadline provided in the Notice 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 will not be entitled to receive any distribution from the Settlement Fund, but will otherwise be bound by all of the terms of this 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 with respect to the Settled Claims (defined below).

2.6 Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Proof of Claim, and the Proof of Claim will be subject to investigation and discovery under the Court of Chancery Rules, provided that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's Proof of Claim. No discovery shall be allowed on the merits of the Actions, or of the Settlement in connection with the processing of Proofs of Claim.

2.7 Defendants shall have no input, responsibility or liability for any claims, payments or determinations by the Claims Administrator in respect of Class Member

claims for payment under this Settlement. Defendants shall have no reversionary interest in the Net Settlement Fund.

2.8 If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of distribution (whether by reason of tax refunds, uncashed checks or otherwise), Plaintiff's Counsel shall, if feasible, distribute such balance among Settlement Payment Recipients who deposited the checks sent in the Initial Distribution in an equitable and economic fashion. These distributions shall be repeated until the balance remaining in the Net Settlement Fund is *de minimis* (no more than ten thousand dollars ($10,000)). Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to an appropriate non-profit organization selected by Plaintiff's Counsel.

2.9 Without admitting any wrongdoing, Defendants acknowledge that the filing and prosecution of the Consolidated Action, and the uncertainties associated therewith, were the principal cause of their decision to provide the Settlement Payment and the Standstill Waivers and the Supplemental Disclosures.

2.10 Defendants have denied and continue to deny committing, threatening, attempting to commit, or aiding and abetting, any violation of law or breach of any duty to plaintiffs, GDI, GDI's stockholders, or any other person or entity. Defendants are entering into this Settlement solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation.

2.11 Plaintiff's Counsel believes that Lead Plaintiff's claims have merit based on proceedings to date, but recognize that Defendants would continue to assert legal and factual defenses to such claims.

2.12 Plaintiff's Counsel and Lead Plaintiff have concluded that this Settlement is fair and adequate to the Class (defined below), and that it is reasonable to pursue this Settlement based upon the terms outlined herein.

3. The Escrow Agent

3.1 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2 in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or if the yield on such instruments is negative, in an account fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates.

3.2 The Escrow Agent shall not disburse the Settlement Fund, except as provided in this Stipulation, by an order of the Court, or with the written agreement of counsel for Defendants.

3.3 All funds held by the Escrow Agent shall be deemed and considered to be in custodia legis of the Court, and shall remain subject to the jurisdiction of the Court,

until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

3.4 Within five (5) days after the first deposit of the Settlement Payment in the Account pursuant to ¶2 hereof, the Escrow Agent may establish a "Notice and Administration Fund," and may deposit up to two hundred and fifty thousand dollars ($250,000) from the Settlement Fund. Prior to Final Approval, the Notice and Administration Fund may be used by the Escrow Agent without further consent of the Defendants or order of the Court to pay costs and expenses reasonably and actually incurred in connection with providing notice to the Class, locating Class Members, soliciting claims, assisting with the filing of claims, administering and distributing the Settlement Fund to Authorized Claimants, processing Proof of Claim and Release forms, and paying escrow fees and costs, if any. The Notice and Administration Fund may also be invested and earn interest as provided for in this Stipulation.

4. Taxes

4.1 The Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Section 4, including, if necessary, the "relation-back election" (as defined in Treas. Reg. §1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with

the procedures and requirements contained in such Treasury regulations promulgated under §1.468B of the Internal Revenue Code of 1986, as amended (the "Code"). It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

4.2 For the purpose of §1.468B of the Code and the Treasury regulations thereunder, the Escrow Agent shall be designated as the "administrator" of the Settlement Fund. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described above) shall be consistent with this Section 4 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

4.3 All: (a) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon GDI or its related parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes ("Taxes"); and (b) expenses and costs incurred in connection with the

operation and implementation of this Section 4 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section 4 ("Tax Expenses"), shall be paid out of the Settlement Fund. In no event shall Defendants or the Released Persons have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Settlement Fund shall indemnify and hold each of the Defendants and the Released Persons harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without further consent of the Defendants, or prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amount, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)); neither Defendants nor the Released Persons are responsible therefor nor shall they have any liability with respect thereto. The parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section 4.

4.4 For the purpose of this Section 4, references to the Settlement Fund shall include both the Settlement Fund and the Notice and Administration Fund and shall also include any earnings thereon.

5. Class Certification

5.1 The Parties agree that, for Settlement purposes only, it is appropriate for the Consolidated Action to be certified as a non-opt-out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1) and (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, excluding Defendants and their immediate family members, any entity controlled by any of the Defendants, and any successors–in–interest thereto (the "Class").

6. Release of Claims

6.1 Effective upon Final Approval, 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 this 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 this Settlement or the rights of the Parties to enforce this Stipulation.

6.2 Effective upon Final Approval, Defendants and Released Persons shall be deemed to have, and by operation of the Order and Final Judgment approving this Settlement shall have, completely, fully, finally and forever released, relinquished, and discharged Lead Plaintiff, each and all 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, Defendants' Released Claims shall not include any claims to enforce this Settlement or the rights of the Parties to enforce this Stipulation.

6.3 This Settlement is intended to extinguish all Settled Claims, including Unknown Claims, and all Defendants' Released Claims, including Unknown Claims, and, consistent with such intention, the Releasing Persons and the Released Persons shall waive and relinquish, 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 in paragraphs 6.1 and 6.2 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 which, if known, might have affected the decision to enter into or object to 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 the Released Persons to the extent applicable, and to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which states that:

> 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.

In addition, the Releasing Persons and the Released Persons shall be deemed to waive any and all provisions, rights and benefits conferred by 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 Section 1542.

6.4 Lead Plaintiff and Plaintiff's Counsel acknowledge, and Class Members and other Releasing Persons by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true by them with respect to the Settled Claims, but that it is the intention of the Lead Plaintiff, 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, and was a key element of the Settlement and was relied upon by each and all of the Defendants in entering into this Stipulation.

7. Submission and Application to the Court

7.1 As soon as practicable after this Settlement has been executed, the parties shall apply jointly to the Court for entry of an order in the form attached hereto as Exhibit B ("the Scheduling Order") (i) providing, among other things, that the Consolidated Action shall proceed, for purposes of this Settlement only, as a class action on behalf of the Class; (ii) approving the Notice to the Class substantially in the form attached hereto as Exhibit B-1; (iii) approving the "Proof of Claim" form, attached hereto as Exhibit B-2, and (iv) scheduling a final Settlement hearing. If the Court approves this Settlement, the Parties shall jointly request entry of the proposed Order and Final Judgment substantially in the form attached hereto as Exhibit C. These Exhibits are part of this Stipulation.

8. Notice

8.1 The Notice, in substantially the form annexed hereto as Exhibit B-1, shall be mailed by the Claims Administrator at least forty-five (45) days prior to the Settlement Hearing (as defined below) to Class Members who were record holders at their respective last known addresses set forth in the Company's stock records. The Claims Administrator shall use reasonable efforts to give notice to beneficial owners of GDI common stock by: (i) providing additional copies of the Notice to any record holder requesting the Notice for purposes of distribution to any beneficial owner of

GDI common stock who are entitled to receive the Notice, or (ii) at the request of such record holder, causing the Notice to be mailed to such beneficial owners at the addresses provided by such record holder.

8.2 All costs of providing Notice and administering the Settlement shall be paid from the Account. Lead Counsel, Plaintiff's Counsel, Lead Plaintiff, or the Settlement Administrator shall have no rights to seek reimbursement from Defendants for any expenses or costs incurred related to the Notice and administration of the Settlement. Notice shall be provided in accordance with the Scheduling Order.

8.3 Lead Counsel shall file an affidavit attesting to the mailing of the Notice with the Court at least ten (10) court days prior to the final Settlement hearing.

9. Order and Final Judgment

9.1 If this Settlement (including any modification thereto made with the consent of the Parties as provided for herein) shall be approved by the Court following a hearing (the "Settlement Hearing") as fair, reasonable, adequate and in the best interests of the Class, the Parties shall jointly request that the Court enter an Order and Final Judgment substantially in the form attached hereto as Exhibit C. The Order and Final Judgment shall, among other things:

(a) certify the Action as a mandatory, non-opt-out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1) and (b)(2);

(b) determine that the requirements of the Court of Chancery Rules and due process have been satisfied in connection with the Notice;

(c) certify Plaintiff Glenn Shoemaker as representative of the Class, and Robbins Geller Rudman & Dowd LLP as Class Counsel;

(d) approve this Settlement as fair, reasonable, adequate, and in the best interests of the Class;

(e) authorize and direct performance of the Settlement, including distribution of the Settlement Fund, in accordance with all of its terms and conditions;

(f) dismiss the Consolidated Action with prejudice on the merits, as against any and all Defendants, without costs except as herein provided, and release Defendants and all other Released Persons from the Settled Claims;

(g) enjoin all Class Members from asserting any of the Settled Claims; and

(h) determine any award of attorneys' fees and expenses as provided in paragraph 12.1 herein.

10. Conditions of Settlement

10.1 This Settlement is expressly conditioned on and subject to final certification of the Class and the Court's entry of the Order and Final Judgment in all material respects in form attached as Exhibit C hereto, and Final Approval (defined below). If the Class is not finally certified, the Order and Final Judgment is not

entered in all material respects in the form attached as Exhibit C hereto, or if Final Approval is not granted by the Court, this Stipulation, except for paragraph 3.4 herein, shall be null and void unless all of Parties hereto agree, in writing, to an alternative order and final judgment. For the avoidance of doubt, the scope of the Settled Claims is a material term of this Settlement. In the event that any claim relating to the subject matter of the Actions or the Merger is commenced or an existing action is prosecuted against any of the Released Persons, Lead Plaintiff and Plaintiff's Counsel shall assist Defendants in obtaining the dismissal or withdrawal of such related litigation, including, where appropriate, joining in any motion to dismiss such litigation.

10.2 In the event that this Settlement is rendered null and void for any reason, the existence of this Settlement or the provisions contained in this Stipulation shall not be deemed to prejudice in any way the respective positions of Lead Plaintiff or Defendants, including the right of Defendants to oppose class certification in any future proceedings; shall not be deemed a presumption, a concession or an admission by Lead Plaintiff or any of Defendants of any fault, liability or wrongdoing, or lack of merit as to any facts or claims, alleged or asserted in the Consolidated Action, or in any other action or proceeding; and shall not be interpreted, construed, deemed, invoked, offered or received into evidence or otherwise used or referred to by any person in the Consolidated Action or in any other action or proceeding, whether civil,

criminal, or administrative, or for any purpose other than as provided expressly herein; except in connection with any proceeding to enforce the terms of this Settlement.

11. Final Approval

11.1 The approval of this Settlement by the Court shall be considered final ("Final Approval") upon the latest of (i) the expiration of the time for the filing or noticing of an appeal, writ petition or motion for re-argument or rehearing from the Court's Order and Final Judgment approving the material terms of this Settlement without such appeal or motion having been made; (ii) the date of final affirmance of the Court's Order and Final Judgment on any appeal, re-argument or rehearing; or (iii) the final dismissal of any appeal or writ proceeding.

12. Attorneys' Fees

12.1 Plaintiff's Counsel will apply for an award of attorneys' fees and expenses ("Fee and Expense Application") comprised of the total of (i) the Settlement Payment Fee and Expense Amount, to be no more than 30% of the Settlement Payment, and (ii) the Standstill Waivers and Supplemental Disclosures Fee Amount (together, the "Fee and Expense Award"). The Standstill Waivers and Supplemental Disclosures Fee Amount sought by Plaintiff's Counsel will not exceed one-million dollars ($1 million) and 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. The Settlement Payment Fee and Expense Amount will be paid solely and exclusively from the

Settlement Fund. The Standstill Waivers and Supplemental Disclosures Fee Amount will be paid by GDI or its successors-in-interest. No Defendant other than GDI or its successors-in-interest shall have any obligation under this Stipulation or otherwise with respect to the funding or payment of the Standstill Waivers and Supplemental Disclosures Fee Amount. The payment of any Fee and Expense Award is without waiver of the right of the GDI Defendants to pursue claims against insurance carriers for such sums.

12.2 Other than provided in ¶12.1, neither Lead Plaintiff, nor Plaintiff's Counsel, shall make, or assist any other counsel in making, any application for an award of fees or expenses in any court or jurisdiction from Defendants.

12.3 Prior to disbursement of the Net Settlement Amount, and in any event within ten (10) days of the entry of an Order by the Court awarding attorneys' fees and expenses to Plaintiff's Counsel, the Escrow Agent shall disburse from the Settlement Fund an amount equal to the Settlement Payment Fee and Expense Amount, and Defendants will disburse the Standstill Waivers and Supplemental Disclosures Fee Amount, to Robbins Geller Rudman & Dowd LLP, as receiving agent. In the event that (i) Final Approval does not occur, (ii) this Stipulation is disapproved, canceled or terminated pursuant to its terms, (iii) the Settlement otherwise does not become Final for any reason, or (iv) the Fee and Expense Award is disapproved, reduced, reversed or otherwise modified, as a result of any further

proceedings including any successful collateral attack, then Plaintiff's Counsel shall, within ten (10) days after Plaintiff's Counsel receives notice of any such failure of Final Approval to occur, termination of the Stipulation, failure of the Settlement to become Final, or disapproval, reduction, reversal or other modification of the Fee and Expense Award, return (i) to the Account, as applicable, either the entirety of the Settlement Payment Fee and Expense Amount disbursed from the Settlement Fund or the extent to which the Settlement Payment Fee and Expense Amount has been reduced; or (ii) to GDI or its successors-in-interest, either the entirety of the Standstill Waivers and Supplemental Disclosures Fee Amount, or the extent to which the Standstill Waivers and Supplemental Disclosures Fee Amount has been reduced.

12.4 The disposition of Plaintiff's Counsel's Fee and Expense Application is not a material term of this Stipulation, and it is not a condition of this Stipulation that such application be granted. The Fee and Expense Application may be considered separately from the proposed Stipulation. Any disapproval or modification of the Fee and Expense Application by the Court or on appeal shall not affect or delay the enforceability of this Stipulation, provide any of the Parties with the right to terminate the Settlement, or affect or delay the binding effect or finality of the Order and Final Judgment, including the releases set forth therein. Final resolution of the Fee and Expense Application shall not be a condition to the dismissal, with prejudice, of the

Consolidated Action or the effectiveness of the releases set forth in the Order and Final Judgment.

12.5 Lead Counsel shall allocate the Fee and Expense Award amongst Plaintiff's Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the prosecution and settlement of the Action. The Defendants and the Released Persons shall have no input into or responsibility or liability for the allocation by Lead Counsel of the Fee and Expense Award. Plaintiff's Counsel warrant that no portion of the Fee and Expense Award shall be paid to Lead Plaintiff or any Class Member except as approved by the Court.

12.6 Except as provided in paragraphs 2.1 and 12.1 herein, Defendants shall not be required to bear any other expenses, costs, damages or fees alleged or incurred by Lead Plaintiff, by any member of the Class, or by any of their attorneys, experts, advisors, agents, or representatives. Defendants shall have no responsibility for, and no liability with respect to, the allocation of fees or expenses among counsel for the constituent plaintiffs and/or any other person who may assert a claim to the Fee Application.

13. Best Efforts

13.1 Lead Plaintiff and Defendants, and their respective attorneys, agree to cooperate fully with one another in seeking Court approval of this Settlement, and to use their best efforts to effect, take, or cause to be taken all actions, and to do, or cause

to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, this Settlement (including, but not limited to, using their best efforts to resolve any objections raised to this Settlement) and procure the dismissal of the Consolidated Action, including any and all constituent complaints filed in the Consolidated Action, with prejudice and without costs to any party except as provided this Stipulation.

13.2 Without further order of the Court, Plaintiffs and Defendants may agree to reasonable extensions of time not expressly set forth by the Court in order to carry out any provisions of this Settlement pending Final Approval.

14. Stay of Proceedings

14.1 All proceedings in the Consolidated Action shall be stayed except as provided in this Settlement.

14.2 The Parties will request the Court to order (in the Scheduling Order) that, pending final determination of whether this 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 Defendants or any of the Released Persons.

14.3 If prior to Final Approval of this Settlement, any action is filed in any court asserting a Settled Claim or challenging the Merger, the disclosures in the Merger or this Settlement, the Parties agree to take all necessary action to seek a stay or dismissal of such action pending Final Approval, and to prevent and oppose entry of any interim or final relief in favor of any member of the Class in such action.

15. Settlement Not An Admission

15.1 The provisions contained in this Stipulation shall not be deemed a presumption, concession, or admission by any Defendant of any fault, liability, or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Consolidated Action, or any other action or proceeding, that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Consolidated Action, or in any other action or proceeding, whether civil, criminal, or administrative, for any purpose other than to enforce the terms of this Settlement, or as provided for expressly herein. Further, this Stipulation shall not be deemed a presumption, concession, or admission as to the lack of any merit of any of the claims asserted in the Consolidated Action by Lead Plaintiff.

16. Entire Agreement; Amendments

16.1 This Settlement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and may be modified or amended only by a

writing, signed by all of the signatories hereto, that refers specifically to this Settlement.

17. Counterparts

17.1 This Settlement may be executed in any number of actual or telecopied counterparts and by each of the different Parties on several counterparts, each of which when so executed and delivered will be an original. The executed signature page(s) from each actual or telecopied counterpart may be joined together and attached and will constitute one and the same instrument.

18. Governing Law; Continuing Jurisdiction

18.1 This Stipulation and this Settlement contemplated herein shall be governed by, and construed in accordance with, the laws of the State of Delaware in any dispute between or among Defendants, Lead Plaintiff, and any Class Members regarding same, without regard to Delaware's principles governing choice of law. The Parties agree that any dispute between them arising out of or relating in any way to this Settlement shall not be litigated or otherwise pursued in any forum or venue other than the Court. Each party hereto (i) consents to personal jurisdiction in any such action (but in no other action) brought in the Court; (ii) consents to service of process by registered mail upon such party and/or such party's agent; (iii) waives any objection to venue in the Court of Chancery and any claim that Delaware or the Court of Chancery is an inconvenient forum; and (iv) waives any right to demand a jury trial as to any such action. The Parties submit themselves to the exclusive jurisdiction of

the Court for the enforcement and interpretation of this Stipulation and its exhibits, and all other matters regarding or relating to them.

19. Construction

19.1 This Stipulation shall be construed in all respects as jointly drafted and shall not be construed, in any way, against any Party on the ground that the Party or its counsel drafted this Stipulation.

19.2 Paragraph titles have been inserted for convenience only and will not be used in determining the terms of this Stipulation.

19.3 The terms and provisions of this Stipulation are intended solely for the benefit of the Released Persons, the Class, and their respective successors and permitted assigns, and it is not the intention of the Parties to confer rights or remedies upon any other person or entity.

20. Binding Effect

20.1 This Stipulation, and all rights and powers granted hereby, will bind and inure to the benefit of the Parties hereto and their respective legal representatives, agents, executors, heirs, administrators, transferees, successors, assigns, employees, and employers, and upon any corporation, partnership, or other entity into or with which any Party may merge or consolidate.

21. Authority

21.1 This Stipulation will be executed by counsel for the parties to the Consolidated Action, each of whom represent and warrant that they have the authority

from their client(s) to enter into this Stipulation and that this Stipulation shall be binding on their client(s) in accordance with its terms.

22. Non-Assignment of Claims

22.1 Lead Plaintiff and his counsel represent and warrant that Lead Plaintiff is a member of the Class and that, prior to the consummation of the Merger, Lead Plaintiff was a stockholder of GDI. Lead Plaintiff and his counsel further represent that Lead Plaintiff, on behalf of himself, the constituent plaintiffs, and Class Members, was the only holder and owner of the claims and causes of action asserted in the Consolidated Action, and that none of the claims or causes of action referred to in any complaint, amended complaint, or consolidated complaint in the Consolidated Action have been assigned, encumbered, or in any manner transferred in whole or in part.

23. No Waiver

23.1 Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist on the strict performance of any and all of the provisions of this Stipulation to be performed by such other Party. No waiver, express or implied, by any Party of any breach or default in the performance by the other Party of its obligations under this Stipulation shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent, or contemporaneous, under this Stipulation.

Executed this 27th day of June, 2014.

FRIEDLANDER & GORRIS, P.A. */s/ Joel Friedlander* Joel Friedlander (ID No. 3163) Jeffrey M. Gorris (ID No. 5012) 222 Delaware Avenue, Suite 1400 Wilmington, Delaware 19801 Tel.: (302) 573-3500 *Liaison Counsel for Lead Plaintiff and the Class* OF COUNSEL: ROBBINS GELLER RUDMAN & DOWD LLP */s/ Cullin A. O'Brien* Stuart A. Davidson Cullin A. O'Brien 120 E. Palmetto Park Road, Suite 500 Boca Raton, Florida 33432 Tel.: (561) 750-3000 ROBBINS GELLER RUDMAN & DOWD LLP Randall J. Baron A. Rick Atwood David T. Wissbroecker 655 West Broadway, Suite 1900 San Diego, California 92101 Tel.: (619) 231-1058 *Lead Counsel for Lead Plaintiff and the Class*	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP */s/ Arthur R. Bookout* Robert S. Saunders (ID No. 3027) Arthur R. Bookout (ID No. 5409) One Rodney Square 920 North King Street Wilmington, Delaware 19801 Tel.: (302) 651-3000 *Attorneys for Gardner Denver, Inc., Diane K. Schumacher, Michael M. Larsen, Michael C. Arnold, Donald G. Barger, Jr., John D. Craig, Raymond R. Hipp, David D. Petratis, Charles L. Szews, and Richard Thompson* RICHARDS, LAYTON & FINGER, P.A. */s/ Raymond J. DiCamillo* Raymond J. DiCamillo (ID No. 3188) 920 North King Street Wilmington, Delaware 19801 Tel.: (302) 651-7700

	OF COUNSEL: SIMPSON THACHER & BARTLETT LLP Paul C. Curnin Peter E. Kazanoff Daniel J. Stujenske Joshua M. Slocum 425 Lexington Avenue New York, New York 10017-3954 Tel.: (212) 455-2000 *Attorneys for Kohlberg, Kravis Roberts & Co. L.P., Renaissance Parent Corp., and Renaissance Acquisition Corp.*

EXHIBIT A

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14A
(Rule 14a-101)

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934

Filed by the Registrant ☒ Filed by a Party other than the Registrant ☐

Check appropriate box:

☐ Preliminary Proxy Statement

☐ **Confidential, For Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

☐ Definitive Proxy Statement

☒ Definitive Additional Materials

☐ Soliciting Material pursuant to § 240.14a-12

GARDNER DENVER, INC.
(Name of Registrant as Specified in Its Charter)

(Name of Person(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of filing fee (Check the appropriate box):

☒ No fee required.

☐ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (Set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

(5) Total fee paid:

☐ Fee paid previously with preliminary materials.

☐ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

Gardner Denver

1500 Liberty Ridge Drive
Suite 3000
Wayne, PA 19087

PROXY SUPPLEMENT, DATED JULY 3, 2013
TO
DEFINITIVE PROXY STATEMENT, DATED JUNE 13, 2013

This proxy supplement ("Proxy Supplement") updates the information contained in Gardner Denver, Inc.'s (the "Company") Definitive Proxy Statement, dated June 13, 2013 (the "Definitive Proxy Statement").

SUPPLEMENT TO PROXY STATEMENT

The following information amends and/or supplements the Definitive Proxy Statement and should be read in conjunction with the Definitive Proxy Statement. Any page references in the information below are to pages in the Definitive Proxy Statement, and terms used below have the meanings set forth in the Definitive Proxy Statement, unless otherwise defined below.

Background of the Merger

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.

Regulatory Approvals Required for the Merger

The following disclosure supplements and restates the fourth and fifth full paragraphs on page 81 of the Definitive Proxy Statement.

Under the China Anti-Monopoly Act, the merger cannot be completed until notifications have been filed with MOFCOM and clearances, approvals or authorizations have been obtained or the applicable waiting periods have expired. The parties initiated the notification process with MOFCOM on April 10, 2013 and subsequently received approval from MOFCOM.

Under the South Africa Competition Act, No. 89 of 1998, and regulations promulgated thereunder, the merger cannot be completed until a notification has been filed with the South African Competition Commission and the Commission has approved the merger under the Competition Act. A notification was filed with the South African Competition Commission on May 30, 2013 and approval was subsequently obtained from the South African Competition Commission.

Legal Proceedings Regarding the Merger

The following disclosure supplements and restates the first full paragraph on page 9 and the last full paragraph on page 82 of the Definitive Proxy Statement.

On May 23, 2013, the Delaware Court of Chancery consolidated the Delaware actions in what we refer to as the Consolidated Action, captioned In re Gardner Denver, Inc. Shareholders Litigation, Consolidated C.A. No. 8505-VCN. On June 23, 2013, lead plaintiff in the Consolidated Action filed a motion for preliminary injunction requesting that the court enjoin the transactions contemplated by the merger agreement or, in the alternative, enjoin the defendants from holding the required stockholder vote for a period of 20 days following the issuance of certain supplemental disclosures, the waiver of the standstill provisions in the confidentiality agreements Gardner Denver signed with potential bidders and the prohibition of enforcement of certain so-called deal protection provisions in the merger agreement. In connection with his motion for preliminary injunction, lead plaintiff alleges, among other things, that (i) the merger process was tainted by KKR's interference with Gardner Denver's Waiver and Release Agreement with Barry Pennypacker to gain confidential information and using that information to craft a minimally acceptable bid while other bidders dropped out of the process as a result of frustration over management's insufficient responsiveness to due diligence requests, (ii) the board breached its duty of care by failing to exercise sufficient oversight over the process, and that KKR aided and abetted those breaches, (iii) the proxy statement's disclosure is inadequate because it does not disclose that Mr. Pennypacker educated KKR about Gardner Denver and that those discussions were concealed from Gardner Denver, and that Gardner Denver did not respond adequately to bidders' due diligence requests. The defendants believe that the foregoing assertions are without merit, intend to vigorously contest these claims, and filed papers in opposition to lead plaintiff's motion on June 28, 2013. On July 3, 2013, plaintiff agreed to withdraw his motion for a preliminary injunction in connection with the issuance of this Proxy Supplement and the waiver of the standstill restrictions described above.

On June 27, 2013, the parties filed a stipulation with the Pennsylvania Court of Common Pleas agreeing to stay the *Carson* action pending final resolution of the Consolidated Action in Delaware.

Important Information

On June 13, 2013, in connection with the merger, the Company filed its definitive proxy statement with the Securities and Exchange Commission (the "SEC"). Promptly after filing its definitive proxy statement with the SEC, the Company mailed the definitive proxy statement and a proxy card to each stockholder entitled to vote at the special meeting relating to the merger. INVESTORS AND SECURITY HOLDERS OF THE COMPANY ARE URGED TO READ THE DEFINITIVE PROXY STATEMENT AND AMENDMENTS OR SUPPLEMENTS THERETO AS WELL AS ANY OTHER RELEVANT DOCUMENTS IN CONNECTION WITH THE MERGER THAT THE COMPANY WILL FILE WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY AND THE MERGER. The definitive proxy statement and any other documents filed by the Company with the SEC, may be obtained free of charge at the SEC's website at www.sec.gov. In addition, investors and security holders may obtain free copies of the documents filed with the SEC at the Company's website, www.gardnerdenver.com, or by contacting Investor Relations by phone at (610) 249-2009, by email at investor.request@gardnerdenver.com or by mail at 1500 Liberty Ridge Dr. Suite 3000 Wayne, PA 19087. Detailed information regarding the names, affiliations and interests of individuals who are participants in the solicitation of proxies of the Company's stockholders is available in the Company's definitive proxy statement, which was filed with the SEC on June 13, 2013.

EXHIBIT B

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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

[PROPOSED] ORDER FOR NOTICE AND SCHEDULING OF HEARING ON SETTLEMENT

The parties having made an application for an order for notice and scheduling of a hearing with respect to a settlement (the "Settlement") of this consolidated action (the "Consolidated Action") in accordance with a Stipulation and Agreement of Compromise, Settlement and Release dated June 27, 2014 (the "Stipulation"), which together with the exhibits thereto sets forth the terms and conditions for the proposed Settlement of the Consolidated Action, and which provides for dismissal of the Consolidated Action with prejudice;

IT IS HEREBY ORDERED, this ____ day of ________ 2014, that:

1. This Order incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation unless otherwise defined herein.

2. Conditional Certification of the Settlement Class as a Non-Opt-Out Class. For settlement purposes only and conditioned upon Final Approval, the Court conditionally certifies the Consolidated Action as a non-opt-out class action pursuant to Rules 23(a), 23(b)(1), and 23(b)(2) of the Rules of the Court of

Chancery of the State of Delaware (the "Settlement Class"). The Settlement Class consists 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, excluding Defendants and their immediate family members, any entity controlled by any of the Defendants, and any successors–in–interest thereto.

3. Designation of Settlement Class Representative and Counsel. The Court conditionally certifies plaintiff Glenn Shoemaker as representative for the Settlement Class and the law firms of Robbins Geller Rudman & Dowd LLP and Friedlander & Gorris, P.A. as counsel for the Settlement Class.

4. Preliminary Approval of the Settlement. The Court preliminarily approves the Stipulation and the Settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

5. Settlement Hearing. A hearing (the "Settlement Hearing") shall be held on ______________________, 2014 at ________, before Vice Chancellor John W. Noble in the Kent County Courthouse, 38 The Green, Dover, Delaware,

19901, to: (a) determine whether the Settlement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court; (b) determine whether an Order and Final Judgment as provided in the Stipulation should be entered herein; (c) consider Plaintiff's Counsel's application for an award of attorneys' fees, costs, and expenses as provided in the Stipulation; and (d) rule on such other matters as the Court may deem appropriate. The Court may adjourn the Settlement Hearing without further notice to members of the Class.

6. Appearance at Settlement Hearing and Objections to the Settlement. Any member of the Settlement Class 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 Settlement Hearing and present evidence or argument that may be proper and relevant; *provided, however*, that no member of the Settlement Class may be heard and no papers or briefs submitted by or on behalf of any member of the Settlement Class shall be received and considered, except by Order of the Court for good cause shown, unless, no later than ten (10) calendar days prior to the Settlement Hearing, 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, counsel, (b) written proof of ownership and statement

certifying that the objector is a member of the Settlement 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 Settlement Class

Robert S. Saunders
SKADDEN ARPS SLATE MEAGHER & FLOM LLP
P.O. Box 636
Wilmington, Delaware 19889-0636
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 Settlement 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.

7. Approval of Notice. The Court approves, in form and content, the Notice annexed as Exhibit B-1 to the Stipulation and finds that mailing the Notice to members of the Settlement Class as detailed in paragraph eight (8) comports with the requirements of Rule 23 of the Rules of the Court of Chancery of the State of Delaware and shall constitute due and sufficient notice of the Settlement Hearing and all other matters referred to in the Notice to all persons entitled to receive notice of the Settlement Hearing. Lead Plaintiff or the Claims Administrator shall, no later than ten (10) court days before the Settlement Hearing directed herein, file appropriate affidavits of proof of mailing the Notice.

8. Notice Procedures. At least forty-five days prior to the Settlement Hearing, Plaintiff's Counsel or the Claims Administrator shall cause the

Notice, substantially in the form of Exhibit B-1 to the Stipulation, to be mailed by first class mail, postage prepaid, to members of the Settlement Class at their respective last known addresses set forth in GDI's stock records. Furthermore, Plaintiff's Counsel or the Claims Administrator shall use reasonable efforts to give notice to beneficial owners of GDI common stock by (i) providing additional copies of the Notice to any record holder requesting the Notice for purpose of distribution to any beneficial owners of GDI common stock who are entitled to receive notice, or (ii) at the request of such record holder, causing the Notice to be mailed to such beneficial owners at the addresses provided by such record holder. All costs of providing Notice and administering the Settlement shall be paid from the Settlement Fund.

9. Claims Administrator. The Court approves Gilardi & Co. LLC to act as Claims Administrator, with the responsibilities set forth in the Stipulation. Payment of the Claims Administrator's fees and expenses shall be made solely from the Settlement Fund.

10. Briefing Schedule. Plaintiff's Counsel shall file all briefs and supporting papers in support of the Settlement, including their application for an award of attorneys' fees and expenses, no later than twenty (20) days before the Settlement Hearing. Defendants shall file responsive briefing, if any, ten (10) days before the Settlement Hearing.

11. Stay of Proceedings and Injunction against Further Proceedings. All proceedings in the Consolidated Action other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement are hereby stayed and suspended until further order of this Court. Pending final determination of whether the Settlement should be approved, Lead Plaintiff and all members of the Settlement Class, and any of them, 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.

12. Termination of Settlement. If the Settlement is terminated for any reason pursuant to the terms of the Stipulation or does not receive Final Approval, this Order and any judgment entered herein, as well as any other actions taken or to be taken in connection with the Settlement, shall be terminated and shall become null and void and of no further force and effect. If the Settlement is terminated pursuant to the terms of the Stipulation, the parties to the Consolidated Action shall so inform the Court and shall revert to their respective litigation positions as if the Stipulation never existed, and neither the Stipulation nor any provision contained therein, nor any action undertaken pursuant thereto, nor the negotiation thereof by any party, shall be deemed an admission or offered or

received as evidence at any proceeding in the Consolidated Action or any other action or proceeding.

13. No Admission. The Stipulation and any and all negotiations, statements, or proceedings in connection therewith are not and shall not be deemed to constitute a presumption, concession, or an admission by any Defendant in the Consolidated Action of any fault, liability, damages, or wrongdoing as to any facts or claims alleged or asserted in the Consolidated Action or any other actions or proceeding. The provisions contained in the Stipulation shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Consolidated Action, or in any other action or proceeding, whether civil, criminal, or administrative, except in connection with any proceeding to enforce the terms of the Settlement or to effectuate the releases and dismissal with prejudice contained therein.

14. Retention of Exclusive Jurisdiction by the Court. The Court retains exclusive jurisdiction over the Consolidated Action to consider all further applications arising out of or connected to the proposed Settlement.

Dated: _______________, 2014

____

Vice Chancellor John W. Noble

EXHIBIT B-1

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 ____________, 2014 at _____ (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 persons or entities who held or beneficially owned shares 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, 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*: (i) 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*: (i) 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 its 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 __________ 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 (attached hereto as Exhibit A), 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 Lead 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. <u>Prior to submitting the preliminary</u>

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 by 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 ten days prior to the Hearing 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 Settlement 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 ADDRESSES 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:

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

Dated: ________, 2014 BY ORDER OF THE COURT OF CHANCERY
OF THE STATE OF DELAWARE

EXHIBIT B-2

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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

PROOF OF CLAIM

This Proof of Claim form incorporates by reference the definitions in the Notice of Class Action on behalf of Gardner Denver, Inc. Shareholders from July 13, 2012 through July 30, 2013 (the "Notice") and, unless defined herein, capitalized words and terms shall have the same meanings as they have in the Notice. If you were a record holder or beneficial owner of Gardner Denver, Inc. ("GDI") common stock at any time between and including July 13, 2012 and July 30, 2013 (the "Closing") (regardless of the date of purchase of GDI common stock), or acted for or on behalf of, or claiming under, any of them, and each of them, except for those persons and entities excluded below, you are a member of the Class certified for settlement purposes in the above-referenced action (the "Settlement Class"). Please complete the Proof of Claim form below if you are a member of the Settlement Class and you were a GDI stockholder of record at the Closing and you received consideration in the Merger upon exchange of GDI common stock.

Persons and entities excluded from the Settlement Class include Defendants 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, Michael M. Larsen, Kohlberg Kravis Roberts & Co. L.P., Renaissance Parent Corp., and Renaissance Acquisition Corp. (collectively, "Defendants") and any of their immediate family members, any entity controlled by any of the Defendants, and any successors-in-interest thereto.

This Proof of Claim form must contain the name, address, and taxpayer identification number of the beneficial owner(s). The taxpayer identification number (TIN), consisting of a valid Social Security number (SSN) for individuals or employer identification number (EIN) for business entities, trusts, estates, etc., and telephone number of the beneficial owner(s) may be used in verifying this claim; this information is required.

You must also provide the quantity of shares and the stock certificate numbers (if shares were held in certificate form; if shares were held through a brokerage account certificate, numbers would not be needed). You must sign the Proof of Claim form in the space provided in order to make a valid claim. Please also provide your brokerage statement for July 30, 2013, or a letter from your bank, broker, or other nominee indicating the quantity of shares held as of July 30, 2013, if you did not hold shares in certificate form. If you held shares in certificate form, please provide confirmation from the transfer agent of surrender.

If you are a member of the Settlement Class, you are bound by the terms of any Order and Final Judgment entered in the Consolidated Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM AND WHETHER OR NOT YOUR CLAIM IS APPROVED.

Proof of Claim forms must be postmarked no later than __________, 2014 and mailed to:

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

REMINDER CHECKLIST

1. Please sign the below release and certification. If this Proof of Claim form is being submitted on behalf of joint claimants, then both must sign.
2. Remember to attach only copies of acceptable supporting documentation.
3. Please do not highlight any portion of the Proof of Claim form or any supporting documents.
4. Do not send original stock certificates or documentation. These items cannot be returned to you by the Claims Administrator.
5. Keep copies of the completed Proof of Claim form and documentation for your own records.

6. You will not receive confirmation of receipt of your Proof of Claim; if confirmation is desired, please send your Proof of Claim Certified Mail, Return Receipt requested.
7. If your address changes in the future, or if this Proof of Claim was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.
8. If you have any questions or concerns regarding your Proof of Claim form, please contact the Claims Administrator at the above address or call 800-_________ or visit www.gilardi.com.

PART I: CLAIMANT IDENTIFICATION

Last Name (Claimant) _______________________________	First Name (Claimant) _______________________________
Last Name (Beneficial Owner If Different From Claimant) _______________________________	First Name (Beneficial Owner) _______________________________
Last Name (Co-Beneficial Owner) _______________________________	First Name (Co-Beneficial Owner) _______________________________
Company/Other Entity (If Claimant Is Not an Individual) _______________________________	Contact Person (If Claimant is Not an Individual) _______________________________
Record Owner's Name (If Different from Beneficial Owner Listed Above, *e.g.*, Trust, Nominee, Other, etc.) _______________________________	

952933_1

Trust/Other Date (If Applicable)

Account Number (If Claimant is Not an Individual)

Address Line 1

Address Line 2 (If Applicable)

City | State | Zip Code

Foreign Province | Foreign Zip Code | Foreign Country

Check Here to Use Alternate Address for Distribution (Optional)

Distribution Address Line 1

Distribution Address Line 2 (If Applicable)

City | State | Zip Code

Foreign Province | Foreign Zip Code | Foreign Country

____

Telephone Number (Day)   Telephone Number (Night)

____

Beneficial Owner's Employer Identification Number or Social Security Number

____

Email Address [An email address is not required, but if you provide it, you authorize the Paying Agent to use it in providing you with information to this claim]

____

IDENTITY OF CLAIMANT (check only one):
__ Individual __ Corporation __ Joint Owners __ Estate __ Trust __ Partnership
__ Private Pension Fund __ Legal Representative __ IRA, Keogh, or other type of individual
retirement plan (indicate type of plan, mailing address, and name of current custodian on separate sheet) __ Other (specify, describe on separate sheet)

PART II: HOLDINGS ON JULY 30, 2013

HOLDINGS ON JULY 30, 2013:

State the number of shares of GDI common stock surrendered pursuant to the merger on July 30, 2013. Documentation includes brokerage statements from July 30, 2013 or proof of stock certificate surrender (see below for more details if your shares were held in certificate form).

Proof enclosed

__ Y __ N

STOCK CERTIFICATE NUMBERS (If applicable) List below the stock certificate numbers for all GDI common stock surrendered pursuant to the merger on July 30, 2013, for all shares NOT HELD IN A BROKERAGE ACCOUNT. Be sure to attach documentation of surrender such as a letter accompanying a payment for surrendered shares from

Proof of surrender enclosed:

__ Y __ N

the transfer agent or your broker.

CERTIFICATE 1: ____

CERTIFICATE 2: ____

CERTIFICATE 3: ____

CERTIFICATE 4: ____

CERTIFICATE 5: ____

IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. PRINT THE BENEFICIAL OWNER'S FULL NAME AND TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE.

YOU MUST SIGN THE PROOF OF CLAIM ON PAGE 6.

PART III: RELEASE AND CERTIFICATION

On behalf of myself (ourselves) or the beneficial owner, I (we) am (are) authorized to file this Proof of Claim, and on behalf of each of my (our, his, her, its) heirs, agents, executors, trustees, administrators, predecessors, successors, and assigns, I (we, he, she, it) hereby acknowledge that as of Final Approval (as defined in the Stipulation), I (we, he, she, it) shall (i) be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Settled Claims (as defined in the Notice), as against each and every one of the Released Persons; (ii) forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any of the Settled Claims as against each and every one of the Released Persons; and (iii) be deemed to have covenanted not to sue each and every one of the Released Persons on the basis of any Settled Claim.

By signing and submitting this Proof of Claim, the claimant(s) or the person(s) who represent(s) the claimant(s) certifies (certify) as follows:

1. that the claimant(s) is (are) a Settlement Class member(s), as defined in the Notice, and is (are) not excluded from the Settlement Class;

2. that the claimant(s) owns(ed) the GDI common stock identified in the Proof of Claim and has (have) not assigned the claim against the Released Persons to another, or that, in signing and submitting this Proof of Claim, the claimant(s) has (have) the authority to act on behalf of the owner(s) thereof;
3. that the claimant(s) has (have) not submitted any other claim covering the same purchases, acquisitions, sales, or holdings of GDI common stock and knows (know) of no other person having done so on his/her/its/their behalf;
4. that the claimant(s) submits (submit) to the jurisdiction of the Court with respect to his/her/its/their claim and for purposes of enforcing the releases set forth herein;
5. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the Claims Administrator or the Court may require;
6. that I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of the Stipulation and Agreement of Compromise, Settlement and Release and any judgment that may be entered in the litigation, including the releases and covenants set forth herein; and
7. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

________________________________ ______________________________

Signature of Claimant Date Print Name of Claimant

____

Signature of Joint Claimant (if any) Date Print Name of Joint Claimant

____

Capacity of Person(s) Signing, *e.g.*, beneficial owner(s), executor, administrator, trustee, etc.

THIS PROOF OF CLAIM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR POSTMARKED BY _________________________.

EXHIBIT C

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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

ORDER AND FINAL JUDGMENT

A hearing having been held before this Court on _________________, 2014, pursuant to this Court's Order for Notice and Scheduling of Hearing on Settlement dated _______________, 2014 (the "Scheduling Order"), and upon a Stipulation and Agreement of Compromise, Settlement and Release dated June 27, 2014 (the "Stipulation")[1] filed in the above-captioned action (the "Consolidated Action"), which is incorporated herein by reference; it appearing that due notice of such hearing has been given in accordance with the Scheduling Order; the respective parties to the Stipulation having appeared by their attorneys of record; this Court having heard and considered evidence in support of the proposed settlement (the "Settlement") set forth in the Stipulation; the attorneys for the respective parties to the Stipulation having been heard; an opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Scheduling Order; this Court having determined that notice to the Settlement Class was adequate and

[1] Except as otherwise expressly defined herein, all capitalized terms shall have the same definitions as set forth in the Stipulation.

sufficient; and the entire matter of the proposed Settlement having been heard and considered by this Court:

IT IS ORDERED, ADJUDGED, AND DECREED THIS _____ DAY OF _________, 2014, AS FOLLOWS:

1. The Notice of Class Action Settlement on behalf of Gardner Denver, Inc. Shareholders from July 13, 2012 through July 30, 2013 (the "Notice") has been provided pursuant to and in the manner directed by the Scheduling Order; proof of dissemination of the Notice was filed with the Court; and full opportunity to be heard has been offered to all parties, the Class, and persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of due process, Delaware Court of Chancery Rule 23, and applicable law. It is further determined that all Class Members are bound by this Order and Final Judgment.

2. The Court hereby certifies the Consolidated Action as a non-opt-out class action pursuant to Rules 23(a), 23(b)(1), and 23(b)(2) of the Rules of the Court of Chancery of the State of Delaware. The Class consists of any and all persons or entities who held or beneficially owned shares of GDI common stock at any time between July 13, 2012 and July 30, 2013, 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, excluding Defendants and their immediate family members, any entity controlled by any of the Defendants, and any successors–in–interest thereto. The Class satisfies the requirements of Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), in that (a) the Class is so numerous that joinder of all members thereof is impracticable, (b) there are questions of law and fact common to the Class, (c) the claims of the Lead Plaintiff are typical of the claims of the Class, (d) Lead Plaintiff will fairly and adequately represent the interests of the Class, (e) the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for the parties opposing the Class, and (f) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class. Further, the Court now finds, based on the record in the Consolidated Action, that Lead Plaintiff and his counsel have fairly and adequately protected and represented the interests of the Class.

3. The Settlement is found to be fair, reasonable, and adequate and in the best interests of the Class, and is hereby approved pursuant to Delaware Court of

Chancery Rule 23(e). The parties to the Stipulation are hereby authorized and directed to comply with and to consummate the Settlement in accordance with its terms and provisions, and the Register in Chancery is directed to enter and docket this Order and Final Judgment.

4. The Consolidated Action is hereby dismissed with prejudice in its entirety as to Defendants and against Plaintiff and all other Class Members and without costs, except with regard to any award of attorneys' fees and expenses set forth in Paragraph 10 below.

5. As provided for in the Stipulation, the Court hereby completely, fully, finally and forever compromises, settles, releases, discharges, extinguishes, relinquishes, and dismisses 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.

6. As provided for in the Stipulation, the Court completely, fully, finally, and forever releases, relinquishes, and discharges 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 Defendants’ Released Claims shall not include any claims to enforce the Settlement or the rights of the Parties to enforce the Stipulation.

7. The Settled Claims and Defendants’ Released Claims include Unknown Claims. “Unknown Claims” means any claim that a Releasing Person or 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 which, if known, might have affected the

decision to enter into or object to 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.

8. With respect to any and all of the Settled Claims or Defendants' Released Claims, including any and all Unknown Claims, the Releasing Persons and Released Persons are deemed to waive, and have waived and relinquished 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.

The Court finds that Lead Plaintiff has, on its own behalf and on behalf of the Releasing Persons, acknowledged that Class Members and/or other Company stockholders, 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 Lead Plaintiff's intention, as Lead Plaintiff and on behalf of the Class 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 acknowledges, and Class Members and other Releasing Persons by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Settled Claims was separately bargained for, constitutes separate consideration for, and was a key element of the Settlement and was relied upon by each and all of the Defendants in entering into the Stipulation.

9. The Releasing Persons are hereby permanently barred and enjoined from asserting any Settled Claim against any Released Person in any jurisdiction or forum.

10. Plaintiff's Counsel are hereby awarded attorneys' fees, costs and expenses of $___________ solely for Plaintiff's Counsel's work in obtaining the Settlement Payment (the "Settlement Payment Fee and Expense Award"), which the Court finds to be fair and reasonable. Plaintiff's Counsel are separately awarded $ ______ solely for Plaintiff's Counsel work in obtaining the Supplemental Disclosures and the Standstill Waivers (the "Standstill Waivers and Supplemental Disclosures Fee Award"), which the Court finds to be fair and reasonable. The Settlement Payment Fee and Expense Award shall be paid solely out of the Settlement Fund. The Standstill Waivers and Supplemental Disclosures Fee Award shall be paid solely by GDI and/or its successor(s) in interest. Fee and

expense awards shall be paid to Robbins Geller Rudman & Dowd LLP, on behalf of Plaintiff's Counsel, within ten days after the entry of this Order. Such payment shall be subject to the joint and several obligations of Plaintiff's Counsel to refund, within ten days, the amounts received and any interest accrued or accumulated thereon, if and when, as a result of any appeal, or successful collateral proceeding, the fee or expense award is reduced or reversed or if this Order does not become final, or if the Settlement itself is voided by any party as provided herein, or if the approval of the Settlement is later reversed by any court. Except as provided herein, the Released Persons shall bear no other expenses, costs, damages, or fees alleged or incurred by Lead Plaintiff in the Consolidated Action or by any of his attorneys, experts, advisors, agents, or representatives.

11. The effectiveness and finality of this Order and Final Judgment and the obligations of Lead Plaintiff and Defendants under the Stipulation shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the issue of Plaintiff's Counsel's application for an award of attorneys' fees, costs, and expenses.

12. Neither the Stipulation, the Settlement, this Order and Final Judgment, nor any of their terms and provisions, nor any of the negotiations, discussions, and proceedings in connection with the Settlement, shall be deemed, construed as, or constitute a presumption, concession, or an admission by any Defendant in the

Consolidated Action of any fault, liability, damages, or wrongdoing as to any facts or claims alleged or asserted in the Consolidated Action or any other actions or proceedings. The provisions contained in this Stipulation shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Consolidated Action or in any other action or proceeding, whether civil, criminal, or administrative, except in connection with any proceeding to enforce the terms of the Settlement or to effectuate the releases or dismissal with prejudice contained herein.

13. Without affecting the finality of this Order and Final Judgment, jurisdiction is hereby retained by this Court for the purpose of protecting and implementing the Stipulation, the Settlement, and the terms of this Order and Final Judgment, including the resolution of any disputes that may arise with respect to the effectuation of any of the provisions of the Stipulation, and for the entry of such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement and this Order and Final Judgment.

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Vice Chancellor John W. Noble