

**Certification**

I, Jeremy T Steele, a licensed attorney in the State of Illinois and Assistant General Counsel and Assistant Secretary of Gardner Denver, Inc , hereby certify the attached is a true and complete copy of that certain Share Purchase Agreement dated December 4, 2007 by and between Thomas Industries Inc and GD First (UK) Limited

Signed this 5th day of December, 2007 in Quincy, Illinois, USA

  
\_\_\_\_\_  
Jeremy Steele

by and among

**THOMAS INDUSTRIES INC.**

and

**GD FIRST (UK) LIMITED**

with respect to

**GARDNER DENVER INDUSTRIES AUSTRALIA PTY. LTD.**

**December 4, 2007**

SATURDAY



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## **SHARE PURCHASE AGREEMENT**

This Share Purchase Agreement (this "Agreement") is made as of December 4, 2007 by and among Thomas Industries Inc , a Delaware corporation ("Transferor"), and GD First (UK) Limited, a private limited company organized under the laws of England and Wales, ("Transferee" and together with Transferor, the "Parties")

### **RECITALS**

WHEREAS, Transferor owns 1 fully paid ordinary share (the "Transferred Share") in the capital stock of Gardner Denver Industries Australia Pty Ltd ("GDIA"), a limited liability company organized under the laws of Australia (Australia company number 091 716 193),

WHEREAS, in connection with an international restructuring by GDI, Transferor desires to sell to Transferee the Transferred Share, and Transferee desires to purchase the Transferred Share from Transferor,

WHEREAS, pursuant to an internal valuation, the fair market value of the Transferred Share amounts to £3,591,805, and

WHEREAS, as consideration for the Transferred Share, Transferee desires to issue ordinary shares in Transferee, and Transferor desires to accept such issued shares as consideration

### **AGREEMENT**

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows

#### **ARTICLE 1**

##### **SALE AND PURCHASE; CLOSING**

###### **1.1 SALE AND PURCHASE**

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined below), Transferor shall convey, assign, transfer and deliver to Transferee, and Transferee shall accept and assume from Transferor, all of Transferor's right, title, and interest in and to the Transferred Share

###### **1.2 CLOSING**

The consummation and completion of the sale and purchase of the Transferred Share from Transferor to Transferee (the "Closing") will take place on December 4, 2007, or such other time as Transferor and Transferee agree

### **1.3 CLOSING DELIVERIES**

At the Closing.

(a) Transferor will deliver to Transferee a share transfer form or similar required document concerning the transfer of the Transferred Share, as duly executed by Transferor's authorized representative, and

(b) Transferee will issue to Transferor 3,135 ordinary shares in Transferee with a nominal value of £1 each, fully paid, with a share premium in the amount of £3,591,805 less £3,135 (being the amount of the purchase consideration allocated for the issued shares)

## **ARTICLE 2**

### **REPRESENTATIONS AND WARRANTIES OF TRANSFEROR**

Transferor represents and warrants to Transferee that

#### **2.1 ORGANIZATION AND GOOD STANDING**

GDIA is duly organized, validly existing and in good standing as a limited liability company under the laws of Australia, with full corporate power and authority to conduct its business as presently conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under all contracts to which it is a party or otherwise bound

#### **2.2 ENFORCEABILITY**

Transferor has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, which actions have been duly authorized and approved by all necessary corporate action of the Transferor. Assuming due authorization, execution and delivery of this Agreement by Transferee, this Agreement constitutes the legal, valid and binding obligation of Transferor, enforceable against Transferor in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, liquidation, dissolution, moratorium or other similar laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity (regardless of whether considered in proceedings at law or in equity)

#### **2.3 CAPITALIZATION AND OWNERSHIP**

(a) The Transferred Share constitutes all of the outstanding and issued and fully paid shares of the capital stock of GDIA. The Transferred Share is validly issued, fully paid and nonassessable, and is free of preemptive rights, rights of first refusal and/or similar rights.

(b) The Transferred Share is owned by Transferor free and clear of all liens, in particular (i) there are no outstanding options, warrants or other rights of any kind to acquire, or obligations to issue, shares of capital stock of any class of, or other equity interests in GDIA and (ii) there are no outstanding obligations of Transferor and GDIA to repurchase, redeem or otherwise acquire any shares of capital stock or other equity interests in GDIA or to grant preemptive or antidilutive rights with respect to any such shares or interest

(c) Transferor will deliver to Transferee good and valid title to the Transferred Share

### **ARTICLE 3**

#### **REPRESENTATIONS AND WARRANTIES OF TRANSFEREE**

Transferee represents and warrants to Transferor that

##### **3.1 ORGANIZATION**

Transferee is a private limited company duly organized, validly existing and in good standing under the laws of England and Wales

##### **3.2 ENFORCEABILITY**

Transferee has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. Assuming due authorization, execution and delivery of this Agreement by Transferor, this Agreement constitutes the legal, valid and binding obligation of Transferee, enforceable against Transferee in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, liquidation, dissolution, moratorium or other similar laws relating to or affecting the rights of creditors generally and to the effect of the application of general principles of equity (regardless of whether considered in proceedings at law or in equity).

### **ARTICLE 4**

#### **TERMINATION**

##### **4.1 TERMINATION EVENTS**

This Agreement may, by notice given before or at the Closing, be terminated by mutual consent of the Parties

### **ARTICLE 5**

#### **TAX MATTERS AND TRANSFER COSTS**

Any amounts incurred relating to stamp duty, registration taxes, corporation taxes, other transfer taxes relating to or resulting from the transactions contemplated by this Agreement shall be borne by Transferee. Transferor and Transferee will each bear their own income taxes attributable to them as a result of the implementation of this Agreement

### **ARTICLE 6**

#### **GENERAL PROVISIONS**

##### **6.1 FURTHER ACTIONS**

Upon the request of any Party to this Agreement, the other Parties will (a) furnish to the requesting party any additional information, (b) execute and deliver, at their own expense, any other documents and (c) take any other actions as the requesting party may reasonably

require to more effectively carry out the intent of this Agreement and the transactions contemplated under this Agreement.

**6.2 ENTIRE AGREEMENT AND MODIFICATION**

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented or otherwise modified except as agreed in writing by the Parties.

**6.3 SEVERABILITY**

If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**6.4 GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by and construed under the laws of England without regard to conflicts of laws principles that would require the application of any other law. Both parties agree that any action arising under or in connection with this Agreement shall be brought and maintained in the courts of England.

**6.5 COUNTERPARTS**

This Agreement may be executed in two or more counterparts.

\* \* \* \* \*

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement

THOMAS INDUSTRIES INC

By Tracy D Paghara

Name: Tracy D Paghara

Title Vice President and Secretary

GD FIRST (UK) LIMITED

By Helen W Cornell

Name Helen W Cornell

Title: Director