

CITIGROUP GLOBAL MARKETS INC.  
388 GREENWICH STREET  
NEW YORK, NEW YORK 10013

August 2, 2021

Parker-Hannifin Corporation  
6035 Parkland Boulevard  
Cleveland, Ohio 44124-4141  
Attention: [REDACTED]

Project Arsenal  
Fee and Syndication Letter

Ladies and Gentlemen:

Reference is made to the Bridge Credit Agreement, dated the date hereof (as amended, extended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement” and the Commitments and Loans thereunder the “Bridge Facility”), by and among Parker-Hannifin Corporation, an Ohio corporation (the “Borrower” or “you”), Citibank, N.A., as administrative agent (in such capacity, the “Administrative Agent”), Citibank, N.A. and Citicorp North America, Inc., as the initial lenders thereunder (in such capacity, the “Initial Lenders”), and the other Lenders from time to time party thereto. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Credit Agreement. This letter agreement (this “Fee and Syndication Letter”) is the “Fee and Syndication Letter” referred to in the Credit Agreement. For purposes of this Fee and Syndication Letter, “Citi”, “we” or “us” means Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as may be appropriate to consummate the transactions contemplated hereby.

1. Appointment and Roles. You hereby appoint (i) Citi to act, and Citi hereby agrees to act, as sole lead arranger and sole bookrunner (in such capacities, the “Lead Arranger”) and (ii) Citi, as sole administrative agent for the Bridge Facility (in such capacity, the “Administrative Agent”). You agree that no other agents, co-agents, co-arrangers, lead arrangers or bookrunners will be appointed, no other titles will be awarded and no compensation (other than the compensation expressly contemplated by this Fee and Syndication Letter) will be paid in connection with the Bridge Facility, unless you and the Lead Arranger shall agree. Citi shall have all roles and responsibilities customarily associated with the roles as Lead Arranger and Administrative Agent.

2. Syndication. The Lead Arranger intends to syndicate part of the Initial Lenders’ Commitments and/or Loans under the Credit Agreement to one or more financial institutions and/or lenders which are Eligible Transferees (collectively, the “Lenders”), which syndication shall be managed by the Lead Arranger in consultation with you and shall be subject to the terms hereof; provided, however, that, notwithstanding anything else to the contrary contained herein, (a) until the date that is 60 days after the date hereof (the “Initial Syndication Period”), the selection of Lenders and any roles awarded and allocations by the Lead Arranger shall be in accordance with the syndication strategy agreed to between you and the Lead Arranger prior to the date hereof (the “Syndication Strategy”) or otherwise subject to your approval; provided, that such approval shall not be required with respect to the selection of any Lender that is a party to the Revolving Credit Facility, and (b) following the Initial Syndication Period, if and for so long as a Successful Syndication (as defined below) has not been achieved, the selection of Lenders by the Lead Arranger shall be in consultation with you; provided, further, that Lenders selected by the Lead Arranger pursuant to clause (a) or (b) above shall be limited (unless set forth in the Syndication Strategy or

otherwise consented to by you) to commercial and investment banks incorporated or organized under the laws of one of the applicable jurisdictions set forth in the Syndication Strategy and whose senior, unsecured, long-term indebtedness has an “investment grade” rating by S&P and Moody’s (each as defined below) upon first becoming party to the Credit Agreement pursuant to an Assignment and Acceptance.

Until the date that is the earlier of (a) a Successful Syndication and (b) 60 days after the Closing Date, you agree to use your commercially reasonable efforts to actively assist the Lead Arranger in completing a syndication reasonably satisfactory to the Lead Arranger and you. Such assistance shall include, without limitation, (a) your using commercially reasonable efforts to ensure that the Lead Arranger’s syndication efforts benefit materially from your existing lending and investment banking relationships, (b) direct contact between appropriate members of your senior management and advisors, on the one hand, and the proposed Lenders, on the other hand, at such times during normal business hours as are mutually agreed, (c) your using commercially reasonable efforts to assist the Lead Arranger in the preparation of a confidential information memorandum (a “Confidential Information Memorandum”) and other customary marketing materials (other than materials the disclosure of which would violate any law, rule or regulation or any confidentiality obligation or waive attorney-client privilege; it being understood that if any such information is withheld in reliance on this parenthetical in respect of confidentiality or privilege, you shall advise the Lead Arranger of such fact and shall, following a reasonable request from the Lead Arranger, use commercially reasonable efforts to furnish the relevant information by alternative means that would not violate the relevant obligation of confidentiality or waive the relevant privilege, including by requesting consent from the applicable contractual counterparty to disclose any information) to be used in connection with the syndication by providing information and other customary materials reasonably requested in connection therewith, (d) your promptly executing one or more Assignments and Acceptances with respect to the syndicated Commitments and/or Loans with Lenders selected in accordance with the immediately preceding paragraph, and (e) the hosting, with the Lead Arranger, of one or more meetings or conference calls with prospective Lenders, at reasonable times and locations (which may be virtual) to be mutually agreed upon, as deemed reasonably necessary by the Lead Arranger.

Until the date that is the earlier of (a) a Successful Syndication and (b) 60 days after the Closing Date, you agree that, without the consent of the Lead Arranger, there shall be no competing offering, placement or arrangement of any commercial bank or other credit facilities by or on behalf of the Borrower or any of its subsidiaries (other than (i) the Bridge Facility, (ii) any term loan facility the proceeds of which shall be applied to finance the Acquisition or refinance the Bridge Facility, (iii) ordinary course letter of credit facilities, overdraft protection, short term working capital facilities, ordinary course foreign credit facilities, factoring arrangements, capital leases, issuances of commercial paper, financial leases, hedging and cash management and purchase money and equipment financings and (iv) any amendment, refinancing or renewal of the Existing Credit Agreements (provided that (x) such amendment, refinancing or renewal thereof shall be in coordination with the Lead Arranger and (y) the aggregate commitments thereunder shall not be increased by more than \$500,000,000)) that would reasonably be expected to materially impair the syndication of the Bridge Facility.

In addition, you agree to use commercially reasonable efforts to obtain promptly updated ratings giving effect to the Transactions from each of Moody’s Investors Service, Inc. (“Moody’s”), S&P Global Ratings, a division of S&P Global Inc. (“S&P”), and Fitch Ratings Inc. (“Fitch”) with respect to the senior unsecured debt of the Borrower.

The Lead Arranger will manage all aspects of the syndication in consultation with you, including, without limitation, decisions as to the selection of institutions to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate and the allocations of the Commitments and/or Loans among the Lenders and the amount and distribution of fees among the Lenders, subject to the limitations set forth above. Notwithstanding the foregoing, the Lead

Arranger and the Initial Lenders will not syndicate or otherwise assign any portion of the Commitments or Loans to any person that is not an Eligible Transferee.

In acting in its capacity as Lead Arranger, the Lead Arranger will have no responsibility other than to arrange the syndication as set forth herein and shall in no event be subject to any fiduciary or other implied duties. To assist the Lead Arranger in its syndication efforts, you agree promptly to prepare and provide to us all information with respect to the Borrower and its subsidiaries and the Transactions, including, without limitation, all financial information and projections (the “Projections”), as the Lead Arranger may reasonably request in connection with the syndication of the Bridge Facility.

You agree that, subject to the confidentiality obligations contained herein and in the Credit Agreement, the Lead Arranger may make available any Information (as defined below) and Projections (collectively, the “Company Materials”) to potential Lenders by posting the Company Materials on IntraLinks, SyndTrak, DebtDomain or another similar electronic system (the “Platform”) on a confidential basis in accordance with the Lead Arranger’s standard syndication practices (including hard copy and via electronic transmissions). You further agree to assist, at the request of the Lead Arranger, in the preparation of a version of a Confidential Information Memorandum and other marketing materials and presentations to be used in connection with the syndication of the Bridge Facility, consisting exclusively of information or documentation that is either (a) publicly available (or could be derived from publicly available information) or (b) not material with respect to you, the Acquired Business or your subsidiaries or any of their respective securities for purposes of United States federal and state securities laws (all such information and documentation being “Public Lender Information”). Any information and documentation that is not Public Lender Information is referred to herein as “Private Lender Information.” You further agree, at our request, to identify any document to be disseminated by the Lead Arranger to any Lender or potential Lender in connection with the syndication of the Bridge Facility as containing solely Public Lender Information by clearly and conspicuously marking the same as “PUBLIC” (it being understood that you shall not otherwise be under any obligation to mark any document as “PUBLIC”). You acknowledge and agree that, after having been given a reasonable opportunity to review such documents, the following documents will contain solely Public Lender Information unless you advise the Lead Arranger that such materials contain Private Lender Information: (i) the Credit Agreement and related definitive documentation with respect to the Bridge Facility and any amendments thereto; (ii) administrative materials prepared by the Arranger for potential Lenders (e.g. a lender meeting invitation, allocations and/or funding and closing memoranda), in each case to the extent approved by you prior to distribution; and (iii) notification of changes in the terms of the Bridge Facility. It is understood that a customary authorization letter (a) authorizing the distribution of the Company Materials to prospective Lenders, (b) representing that any public-side materials only contain Public Lender Information, (c) exculpating you, the Lead Arranger and your and their respective subsidiaries and affiliates from all liability related to the use or misuse of the Company Materials and (d) containing a customary representation as to the accuracy thereof consistent with the representation in Section 3 below (but without (x) any knowledge qualifications or (y) giving effect to any later-delivered supplements) will be included in the Company Materials.

3. Information. You hereby represent that (a) all written information (other than the Projections, forward-looking statements, estimates and general economic or industry specific information) that has been or will be furnished to us or any of our affiliates or any Lender or potential Lender by you, the Acquired Business, or any of your or its representatives (the “Information”) is or will be, when furnished, correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which such statements were made, not materially misleading (in each case, when taken as a whole and after giving effect to all supplements and updates thereto); provided, that such representation with respect to the Acquired Business prior to the Closing Date is made only to your knowledge and (b) the Projections, estimates and forward-looking information that

have been or will be made available to us or any of our affiliates or any Lender or potential Lender by you or any of your representatives have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time of the delivery of such Projections, estimates and other forward-looking information (it being understood that such Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular Projection will be realized). If at any time, any of the representations in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement, or cause to be supplemented, the Information and Projections so that (to your knowledge, with respect to the Acquired Business prior to the Closing Date) such representations will be correct in all material respects at such time until (i) if a Successful Syndication has been achieved by the Closing Date, the Closing Date or (ii) if a Successful Syndication has not been achieved by the Closing Date, the earlier of (x) the achievement of a Successful Syndication and (y) 60 days after the Closing Date. You acknowledge that we will be entitled to use and rely on the Information and Projections without independent verification thereof.

We reserve the right to employ the services of one or more of our affiliates in providing services contemplated by this Fee and Syndication Letter and to allocate, in whole or in part, to such affiliates certain fees payable to us in such manner as we and our affiliates may agree.

4. Fees. As consideration for the Lead Arranger's agreement to structure, arrange and syndicate the Bridge Facility and the Initial Lenders' Commitments under the Credit Agreement, you agree to pay, or cause to be paid, the following fees:

- (i) a structuring fee (the "Structuring Fee") to the Lead Arranger for its own account, in an amount equal to 22.5 basis points on the aggregate Commitments on the date hereof, which shall be earned, due and payable on the date hereof;
- (ii) upfront fees (the "Upfront Fees") to the Administrative Agent, for the account of the Lenders (including the Initial Lenders), in amounts equal to:
  - (a) 20.0 basis points on the aggregate Commitments on the date hereof, which shall be earned, due and payable on the date hereof; and
  - (b) 20.0 basis points on the aggregate amount of Commitments and/or Loans outstanding on the earlier of (x) 5:00 p.m. (New York City time) on the date that is 90 days following the date hereof and (y) the Closing Date, which shall be earned, due and payable on such earlier date;
- (iii) additional commitment fees (the "Additional Commitment Fees") to the Administrative Agent, for the account of the Lenders (including the Initial Lenders) in an amount equal to 25.0 basis points on the aggregate outstanding amount of Commitments (if any) at 5:00 p.m. (New York City time) on the date that is 18 months following the date hereof;
- (iv) funding fees (the "Funding Fees") to the Administrative Agent, for the account of the Lenders (including the Initial Lenders) in an amount equal to 50.0 basis points on the aggregate principal amount of Loans actually funded by each such Lender under the Credit Agreement on each date Loans are funded thereunder, which shall be earned, due and payable on each such date Loans are funded thereunder; *provided, however*, that to the extent that there are any undrawn Commitments remaining on the Long-Stop Date, Funding Fees equal to 50.0 basis points on the aggregate amount of such

Commitments shall be earned and payable on the Long-Stop Date and no further Funding Fees shall be payable on any Loans subsequently made in respect of such Commitments; and

- (v) an annual administration fee, to the Administrative Agent for its own account, in an amount equal to £25,000 per year (the “Agency Fee”), which Agency Fee shall be earned, due and payable in full on the date hereof and, to the extent that any Commitments or Loans are then outstanding, on each anniversary hereof.

Notwithstanding the foregoing, it is understood and agreed that the Upfront Fees, Additional Commitment Fees and the Funding Fees (but not the Structuring Fee) shall be allocated to all Lenders (including the Initial Lenders) ratably in accordance with their respective Commitments and/or Loans in connection with the primary syndication of the Facility.

You agree that, once paid, the fees or any part thereof payable hereunder shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by the Credit Agreement are consummated. All fees payable hereunder shall be paid in Sterling and in immediately available funds, shall be free and clear of and without deduction for any and all present or future applicable taxes, levies, imports, deductions, charges or withholdings (unless such deduction or withholding (a) results from a connection of a payee with the taxing jurisdiction (other than a connection arising from entering into of this Fee and Syndication Letter or receipt of payments or performance of obligations hereunder) or (b) would not have been required but for the failure of a payee to provide, upon request by you, any reasonable certification, identification or other reporting requirements that the payee is legally eligible to provide concerning the nationality, residence, identity or connection with the taxing jurisdiction of such payee unless in such payee’s reasonable judgment such certification, identification or other reporting would subject such payee to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such payee) and shall be payable without setoff or counterclaim and shall be in addition to reimbursement of the Lead Arranger’s out-of-pocket expenses. You agree that we may, in our sole discretion, share all or a portion of any of the fees payable for our account pursuant hereto with any of our affiliates.

5. Market Flex. At any time prior to the earlier of (a) the date that is 60 days after the Closing Date and (b) the date that a Successful Syndication is achieved, the Lead Arranger shall be entitled, after consultation with you, to change the pricing of the Bridge Facility (whether before or after any funding of the Bridge Facility) if the Lead Arranger reasonably determines that such change is reasonably necessary or advisable to facilitate or to attempt to facilitate a Successful Syndication or that a Successful Syndication of the Bridge Facility will not be achieved; provided, that such change shall be limited to increasing the interest rates (for each ratings level set forth in the definition of Applicable Rate in the Credit Agreement), by up to 100 basis points per annum in the aggregate (up to 50% of which may, at the election of the Lead Arranger after consultation with you, alternatively (and without duplication) take the form of an increase to the Upfront Fees, Funding Fees and/or Duration Fees under the Bridge Facility, based upon the Bridge Facility having an assumed 1-year average life and without any present value discount (i.e. one (1) basis point of Upfront Fees, Funding Fees or Duration Fees shall be equated with one (1) basis point per annum of interest rates for the purposes of the foregoing calculation)).

For the purposes of this Fee and Syndication Letter, a “Successful Syndication” means a syndication of the Bridge Facility that results in the Initial Lenders, together with its applicable affiliates, holding Loans and Commitments in the aggregate representing not more than 41% of the aggregate Commitments and Loans in respect of the Bridge Facility as a result of Lenders becoming party to the Credit Agreement.

You hereby agree, at your own expense, to take all such action as may be required (including executing amendments to the Credit Agreement) in order to effect any amendments to the Bridge Facility, or other changes, as may be necessary or reasonably requested by the Lead Arranger to document any modifications to the Bridge Facility made pursuant to the first paragraph of this Section 5. You further agree to reasonably cooperate with us with regard to immaterial changes requested by potential Lenders prior to the Successful Syndication of the Bridge Facility.

6. Indemnity and Expenses; Other Activities. You agree to (i) indemnify and hold harmless the Lead Arranger, the Initial Lenders and their respective affiliates, officers, directors, employees, agents, advisors and representatives (each, an "Indemnified Party") and (ii) whether or not any of the Bridge Facility is funded, to pay or reimburse the costs and expenses of the Lead Arranger and the Initial Lenders and their respective affiliates, in each case, with respect to this Fee and Syndication Letter and the transactions contemplated hereby in accordance with the terms set forth in Section 10.03 of the Credit Agreement as in effect on the date hereof, as if each reference therein to the "Administrative Agent" was a reference to the Lead Arranger.

You acknowledge that the Lead Arranger and its affiliates (the term "Lead Arranger" as used below in this paragraph being understood to include such affiliates) are full service securities firms and as such may from time to time effect transactions for their own account or the account of customers, and may hold positions in securities or indebtedness, or options thereon, of the Borrower, the Acquired Business and other companies that may be the subject of the Transactions and may be providing debt financing, equity capital or other services (including, without limitation, financial advisory services) to other companies in respect of which you may have conflicting interests or a commercial or competitive relationship with and otherwise. The Lead Arranger will have economic interests that are different from, or conflict with, those of the Borrower regarding the Transactions, and you acknowledge and agree that the Lead Arranger will not have any obligation to disclose such interests to you. In addition, you acknowledge that we may employ the services of our affiliates in providing certain services hereunder and may exchange with such affiliates information concerning you, the Acquired Business and other companies that may be the subject of the Transactions and such affiliates will be entitled to the benefits afforded to us hereunder. In connection with the services and Transactions contemplated hereby, you agree that we are permitted to access, use and share with any of our bank or non-bank affiliates, agents, advisors (legal or otherwise) or representatives any information concerning the Borrower, the Acquired Business or any of their respective affiliates that is or may come into our possession or in the possession of any of our affiliates (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential). In addition, please note that Citi has been retained by the Borrower as financial advisor (in such capacity, the "Financial Advisor") to the Borrower in connection with the Acquisition. You agree to such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor and, on the other hand, our and our affiliates' relationships with you as described and referred to herein. The Lead Arranger (or one or more of its applicable affiliates) is, or may at any time be, a lender (in such capacity, an "Existing Lender") under the Revolving Credit Facility or one or more other existing credit facilities of the Borrower or any of its subsidiaries or the Acquired Business (such other credit facilities or other indebtedness, excluding the Credit Agreement and the indebtedness thereunder, the "Other Debt"). The Borrower further acknowledges and agrees for itself and its subsidiaries that any such Existing Lender (a) will be acting for its own account as principal in connection with such Other Debt, (b) will be under no obligation or duty in connection with the Lead Arranger's role in connection with the transactions contemplated by this Fee and Syndication Letter or otherwise to take any action or refrain from taking any action (including with respect to voting for or against any requested amendments), or exercising any rights or remedies, that each Existing Lender may be entitled to take or exercise in respect of such Other Debt and (c) may manage its exposure to such Other Debt without regard to the Lead Arranger's role hereunder. The Lead Arranger will not use confidential

information obtained from you by virtue of the transactions contemplated hereby or other relationships with you in connection with the performance by it of services for other companies, and the Lead Arranger will not furnish any such information to other companies or their advisors. You also acknowledge that the Lead Arranger has no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies. You acknowledge that the Lead Arranger is acting pursuant to a contractual relationship on an arm's length basis, and the parties hereto do not intend that the Lead Arranger or its affiliates act or be responsible as a fiduciary to you, your management, stockholders, creditors or any other person. You hereby expressly disclaim any fiduciary relationship and agree that you are responsible for making your own independent judgments with respect to any transactions (including the Transactions) entered into between you and the Lead Arranger. You hereby waive, to the fullest extent permitted by law, any claims you may have against the Lead Arranger for breach of fiduciary duty or alleged breach of fiduciary duty in connection with any aspect of the financing contemplated hereby and agree that the Lead Arranger shall not have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including your equity holders, employees or creditors. You also acknowledge that the Lead Arranger has not advised and is not advising you as to any legal, accounting, regulatory or tax matters, and that you are consulting your own advisors concerning such matters to the extent you deem appropriate.

7. Governing Law, etc. This Fee and Syndication Letter shall be governed by, and construed in accordance with, the law of the State of New York. **The parties hereto hereby waive any right they may have to a trial by jury with respect to any claim, action, suit or proceeding arising out of or contemplated by this Fee and Syndication Letter.** The parties hereto submit to the exclusive jurisdiction of the federal and New York State courts located in the County of New York in connection with any dispute related to, contemplated by, or arising out of this Fee and Syndication Letter and agree that any service of process, summons, notice or document by registered mail addressed to such party shall be effective service of process for any suit, action or proceeding relating to any such dispute. The parties hereto irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and agree that any final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and may be enforced in other jurisdictions by suit upon the judgment or in any other manner provided by law.

8. PATRIOT Act. We hereby notify you that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (October 26, 2001), as amended) (the "PATRIOT Act") and the Customer Due Diligence Requirements for Financial Institutions issued by the U.S. Department of Treasury Financial Crimes Enforcement Network under the Bank Secrecy Act (such rule published May 11, 2016 and effective May 11, 2018, as amended from time to time, the "CDD Rule"), the Lead Arranger and the Lenders (including the Initial Lenders) may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Lead Arranger and the Lenders (including the Initial Lenders) to identify the Borrower in accordance with the PATRIOT Act and the CDD Rule. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Lead Arranger and each Lender (including the Initial Lenders). You hereby acknowledge and agree that the Lead Arranger shall be permitted to share any and all such information with the Lenders.

9. Confidentiality. Neither this Fee and Syndication Letter nor any of its terms or substance shall be disclosed, directly or indirectly, to any other person except (a) to your officers, directors, employees, stockholders, partners, members, accountants, attorneys and advisors who are directly involved in the consideration of this matter on a confidential and need-to-know basis, (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law, regulation, compulsory legal process or as requested by a governmental authority (in which case you agree to the extent permitted under applicable law to inform us promptly thereof), (c) in filings with the SEC and other applicable regulatory

authorities and stock exchanges, as required by law, (d) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Fee and Syndication Letter or the transactions contemplated thereby or enforcement hereof and thereof, (e) if the Lead Arranger consents to such disclosure, (f) as required pursuant to the Takeover Code or by the Panel; *provided*, that with respect to this clause (f), you and the Lead Arranger shall consult prior to such disclosure and (g) to rating agencies in connection with obtaining ratings for the Borrower or the Bridge Facility.

The Lead Arranger will treat as confidential all confidential information provided to it by you or on your behalf hereunder in accordance with the terms set forth in Section 10.11(b) of the Credit Agreement as in effect on the date hereof, as if (i) such information were “Information” thereunder and (ii) each reference therein to a “Lender” was a reference to the Lead Arranger.

10. Miscellaneous. This Fee and Syndication Letter shall not be assignable by you without our prior written consent (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Indemnified Parties. The Lead Arranger shall not assign its rights under this Fee and Syndication Letter as the Lead Arranger in its capacity as such (other than to one of its affiliates) without your prior written consent (and any purported assignment without such consent will be null and void). This Fee and Syndication Letter may not be amended or waived except by an instrument in writing signed by you and us. This Fee and Syndication Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Fee and Syndication Letter by electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” and words of like import herein shall be deemed to include electronic signatures, digital copies of a signatory’s manual signature, and deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

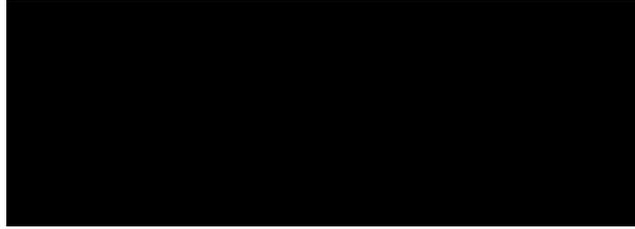
The respective obligations of the parties hereunder shall terminate upon the occurrence of a Mandatory Cancellation Event without the funding of any Loans under the Credit Agreement; provided that the compensation, information, reimbursement, acknowledgment of no fiduciary relationship, indemnification, confidentiality, jurisdiction, governing law and waiver of jury trial provisions contained herein shall remain in full force and effect notwithstanding the termination of this Fee and Syndication Letter or the Credit Agreement.

*[Signature Pages Follow]*

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

CITIGROUP GLOBAL MARKETS INC.



Accepted and agreed to as of  
the date first written above by:

Parker-Hannifin Corporation

