

STOCK AND ASSET PURCHASE AGREEMENT

Dated as of November 1, 1999

The parties to this Agreement are Dana Corporation, a Virginia corporation ("Dana"), and Colfax Corporation, a Delaware corporation (the "Purchaser").

Among other activities, Dana is engaged directly and through subsidiaries in the business of designing and manufacturing motion control products, including industrial clutches and brakes, linear actuators, ball bearing screws and precision electric motors and controls, through its Warner Electric Industrial Products Group and part of its Warner Electric Industrial Motors and Controls Group at the Facilities (as hereinafter defined) (collectively, the "Business").

Dana has agreed to sell or cause to be sold to Purchaser, and Purchaser has agreed to purchase from Dana or an Affiliate (as hereinafter defined) of Dana, as applicable, pursuant to the terms of this Agreement, the Business. In order to effect such sale and purchase, Dana will sell, or cause to be sold (i) the Transferred Company Interests and the Transferred Joint Venture Interests (each as hereinafter defined) and (ii) the Acquired Assets (as hereinafter defined), and Purchaser will assume the Assumed Liabilities (as hereinafter defined) on the terms and conditions set forth herein.

Accordingly, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND TERMS

1.1 Specific Definitions.

As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

"Acquired Assets" shall have the meaning set forth in Section 2.3(a).

"Adjustments" shall have the meaning set forth in Section 2.1.

"Affiliate" shall mean, with respect to any Person, any Persons directly or indirectly controlling, controlled by or under common control with, such other Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made.

"Affiliate Guarantees" shall have the meaning set forth in Section 5.4(a).

"Agreement" shall mean this Agreement, including all exhibits, annexes and schedules hereto, as the same may be amended or supplemented from time to time in accordance with the terms hereof.