

September 20, 2004

TO: Olaf Skorzewski (the "Seller")

In consideration of **3091790 Nova Scotia Company** ("Purchaser") and Danaher Corporation ("Danaher") entering into an acquisition agreement (as it may be amended from time to time, and including any schedules thereto, the "**Acquisition Agreement**") dated the date hereof with Trojan Technologies Inc. (the "**Company**"), and Danaher agreeing to cause the Purchaser to make a public offer for all the Common Shares (the "**Common Shares**") of the Company (the "**Offer**") on the terms and conditions outlined in the Acquisition Agreement, the Seller agrees to: (i) support the Offer and (ii) irrevocably deposit under the Offer such Common Shares listed on Schedule A and any Common Shares which may be issued on the exercise of options (the "**Options**") listed on Schedule A (Common Shares listed on Schedule A and Common Shares issued on the exercise of the Options listed on Schedule A are hereinafter collectively referred to as the "**Subject Shares**"), all on the terms and conditions of this letter agreement.

The terms of the Offer are set out in the Acquisition Agreement, and capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Acquisition Agreement.

1. Offer for Securities of the Company

(a) Danaher will cause the Purchaser to make, on the terms and subject to the conditions outlined in the Acquisition Agreement, the Offer. The Offer will be made to the holders of all the issued and outstanding Common Shares on the basis of \$10.65 in cash per Common Share. The Offer shall not be subject to any conditions except the conditions agreed by the Company, Danaher, and the Purchaser in the Acquisition Agreement.

(b) If the Purchaser increases the value of the consideration for the Common Shares under the Offer, the Purchaser shall pay such increased consideration to each holder whose Common Shares are taken up by the Purchaser under the Offer, including the Seller.

2. Agreement to Tender

(a) This Agreement when signed and delivered by the Seller to the Purchaser will constitute the agreement of the Seller, among other things, to, except as otherwise provided in this Agreement, irrevocably accept the Offer and validly tender and cause to be tendered and to cause all acts and things to be done to tender the Subject Shares owned by the Seller under the Offer on the terms and conditions set out herein.

(b) The Seller agrees that if the Purchaser makes the Offer in accordance with Section 1(a), the Seller shall (i) within 5 days of the mailing of the Offer Documents, deposit or cause to be deposited with the depository under the Offer (the "**Depository**") all of the Subject Shares (other than the Subject Shares issuable upon the exercise of Options which shall be deposited as described in clause (ii) hereof); and (ii) deposit or cause to be deposited any Common Shares

issued upon exercise of all Options promptly upon the exercise of any such Options.

- (c) The Seller agrees to exercise all “in-the-money” Options held by the Seller no later than five business days prior to the taking up and paying for Shares by the Purchaser provided that such exercise or tender may be made conditional upon the Seller taking up and paying for Common Shares under the Offer. The Seller also agrees that any Options (including “out-of-the-money” and “in-the-money” Options) held by such Seller that are not exercised in accordance with this Section 2(c) will automatically be cancelled upon the Purchaser taking up and paying for at least 66 2/3% of the outstanding Shares (directly or indirectly) on a fully-diluted basis.
- (d) The Seller hereby irrevocably agrees not to withdraw or take any action to withdraw the Subject Shares following their deposit under the Offer, notwithstanding any statutory rights or other rights under the terms of the Offer or otherwise which it might have, unless this Agreement is terminated in accordance with its terms prior to the taking up of the Subject Shares.
- (e) For greater certainty, for the purposes of this Agreement, the term “Subject Shares” shall refer to all the Common Shares which the Seller is required to tender under the Offer pursuant to the terms of this Agreement and shall include all shares or other securities which the Subject Shares may be converted into, exchanged for or otherwise changed into pursuant to any merger, reorganization, amalgamation or other business combination involving the Company prior to the acquisition of the Subject Shares by the Purchaser, and shall also include any and all distributions of cash, securities or other property made on such Common Shares on or after the date hereof.
- (f) In furtherance of the transactions contemplated by this Agreement, the Seller hereby agrees to instruct the Company to direct its transfer agent to place a stop transfer order on any Subject Shares of which the Seller is the registered holder other than in connection with the Offer and not to amend, terminate or waive any of the terms of such stop transfer order (other than to permit the transfer of such Subject Shares to the Purchaser) during the term of this Agreement.

3. Covenants of the Seller

- 3.1 The Seller agrees that during the period commencing on the date hereof and continuing until the earlier of (i) the Expiry Time (as extended, if applicable), (ii) the termination of the Offer, and (iii) the withdrawal of the Subject Shares held by the Seller from the Offer as permitted by this Agreement:
 - (a) i) he shall not, directly or indirectly, solicit, encourage, or knowingly facilitate (including by way of furnishing information or negotiating or entering into any form of agreement, arrangement or understanding) the initiation of a Transaction Proposal (as defined in the Acquisition Agreement), participate in any discussions or negotiations regarding any Transaction Proposal, or otherwise

cooperate in any way with, or assist or participate in, knowingly facilitate or encourage, any effort or attempt by any other Person to do or seek to do any of the foregoing; ii) he shall immediately cease and cause to be terminated any existing discussions or negotiations with any parties other than the Purchaser with respect to any potential Transaction Proposal;

provided, however, that the foregoing shall not prevent the Seller in his capacity as a director, officer or employee of the Company from doing any act or thing that he properly is obliged to do in such capacity including, without limitation, responding in his capacity as a director to any unsolicited bona fide written Transaction Proposal under the terms and conditions of the Acquisition Agreement. For greater certainty, the Seller acknowledges that this subsection 3.1(a) shall not affect the Seller's obligation to tender (and, except as permitted by this Agreement, not withdraw) the Subject Shares to the Offer in accordance with the terms and conditions of this Agreement.

He shall immediately notify the Company of (i) any proposal or inquiry he receives, or of which he becomes aware, that he reasonably believes could lead to a bona fide Transaction Proposal or (ii) any written request for information relating to the Company or any of its Subsidiaries or for access to the properties, books or records, of the Company or any of its Subsidiaries by any Person or entity that informs him that it is considering making, or has made, a Transaction Proposal. Such notice to the Company shall be made, from time to time, orally and in writing and shall indicate such details of the proposal, inquiry or contact known to such Person as the Company may reasonably request.

- (b) he will use his commercially reasonable best efforts in his capacity as a shareholder of the Company to support the Offer and to do, or cause to be done, all things necessary or advisable under applicable Laws, to consummate the transactions contemplated by this Agreement and the Offer (including using his commercially reasonable best efforts to: (i) support the Offer and (ii) fulfil all conditions and satisfy all provisions of this Agreement and the Offer applicable to the Seller); provided, however, that the foregoing shall not prevent the Seller in his capacity as a director, officer or employee of the Company from doing any act or thing that he properly is obliged to do in such capacity, subject to compliance with the Acquisition Agreement;
- (c) he will exercise the voting rights attaching to the Subject Shares and otherwise use his best efforts in his capacity as a securityholder to oppose any proposed action by the Company, its shareholders, any of its Subsidiaries or any other person: (i) in respect of any amalgamation, merger, sale of the Company's or its affiliates' or associates' assets, take-over bid, plan of arrangement, reorganization, recapitalization, shareholder rights plan, liquidation or winding-up of, reverse take-over or other business combination or similar transaction involving the Company or any of its Subsidiaries other than the Offer; (ii) which would reasonably be regarded as being directed towards or likely to prevent or delay the take up and payment of the Subject Shares deposited under the Offer

or the successful completion of the Offer, including without limitation any amendment to the articles or by-laws of the Company or its corporate structure; or (iii) which would reasonably be expected to result in a Material Adverse Effect. In connection therewith, the Seller hereby appoints the Purchaser as attorney in fact (which appointment is unconditional, irrevocable (subject to Section 6), and is coupled with an interest) for and on his behalf to execute a proxy appointing such person designated by the Purchaser to attend and act on behalf of the Seller at any meeting of the Company in respect of any of the matters referred to in this subsection 3.1(c) and to act on behalf of the Seller on every action or approval by written consent of the shareholders of the Company in respect of such matters, and if, pursuant to this power of attorney, the Purchaser has executed and not revoked a proxy in respect of such a meeting, which proxy has been accepted by the Company, then in such circumstances the Seller shall not be responsible for voting under this subsection 3.1(c). Purchaser shall advise the Seller upon executing any proxies in respect of the Seller;

- (d) he will not grant or agree to grant any proxy or other right to the Subject Shares, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind with respect to the Subject Shares, other than to the Purchaser pursuant to the provisions hereof;
- (e) he will not sell, transfer, pledge, grant a security interest in, hypothecate, encumber or otherwise convey or grant an option over any Subject Shares (or any right or interest therein (legal or equitable)) held by him to any person, entity or group other than the Purchaser or agree to do any of the foregoing;
- (f) except as required by applicable Law, he will not, prior to the public announcement by the Purchaser of the terms of the Offer, directly or indirectly, disclose to any person, firm or corporation (other than the Company and the financial and legal advisors of the Seller and the Company) the existence of the terms and conditions of this Agreement, or the possibility of the Offer being made or any terms or conditions or other information concerning any possible offer to be made for Common Shares;
- (g) he will not purchase or obtain or enter into any agreement or right to purchase any additional Common Shares other than in accordance with the provisions hereof;
- (h) he will take all such steps as are required to ensure that at the time at which the Purchaser takes up and pays for such Common Shares, the Subject Shares held by the Seller will be owned beneficially by the Seller with a good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges and encumbrances of any nature or kind whatsoever, and will not be subject to any shareholders' agreements, voting trust or similar agreements or any right or privilege (whether by Law, preemptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting the Subject Shares or the ability of any holder

thereof to exercise all ownership rights thereto, including the voting of any such shares (collectively, “**Encumbrances**”); and

- (i) the Seller, if a director of the Company, agrees that at the time at which the Purchaser takes up and pays for Common Shares, he shall resign as a director of the Company if requested by the Purchaser.

4. Representations and Warranties of the Seller

4.1 The Seller by his acceptance hereof represents and warrants as follows and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the entering into of this Agreement and the purchase by the Purchaser of the Subject Shares:

- (i) the Seller is the beneficial owner of the Subject Shares;
- (ii) (A) other than as contemplated by this Agreement, the Seller has the sole right to sell and vote (to the extent permitted by the attributes of such shares or pursuant to applicable Law), all the Subject Shares now held or hereafter acquired by him and (B) all the Subject Shares held by the Seller will, at the time at which the Purchaser takes up and pays for such shares, be beneficially owned by the Seller with a good and marketable title thereto, free and clear of any and all Encumbrances;
- (iii) no person, firm or corporation has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Seller of any of the Subject Shares owned by him or any interest therein or right thereto, except the Purchaser pursuant hereto;
- (iv) none of the execution and delivery by the Seller of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Seller with his obligations hereunder will result in a breach of: (A) any agreement or instrument to which the Seller is a party or by which the Seller or any of his property or assets (other than the Subject Shares) are bound; (B) any judgment, decree, order or award of any court, governmental body or arbitrator applicable to the Seller or the Subject Shares; or (C) any applicable Law;
- (v) the Seller covenants and agrees to take, or cause to be taken, all action and to do, or cause to be done, all things necessary to obtain the discharge of any and all Encumbrances so that the Seller will be in compliance with the provisions of subsection 3.1(h);
- (vi) this Agreement has been duly executed and delivered by the Seller and constitutes a valid and binding obligation of the Seller enforceable against him in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of

creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;

- (vii) (A) the only securities of the Company beneficially owned, directly or indirectly, by the Seller are those listed on Schedule A hereto; (B) other than the Options listed on Schedule A hereto, the Seller has no agreement or option, or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Seller or transfer to the Seller of additional securities of the Company;
- (viii) other than as a holder of the Subject Shares and Options set out on Schedule A or as set forth on Schedule B, the Seller has no indebtedness, liability or obligation to the Company or any claims against the Company, and the Company is not indebted or otherwise obligated to the Seller other than in connection with to fulfil its contractual obligations as an employer in accordance with the terms of the employment contract between the Company and the Seller disclosed to the Purchaser (if such Seller is a senior officer of the Company);
- (ix) to the Seller's knowledge, no past or present holder of Common Shares has any claim outstanding against the past or present directors of the Company or the Company in connection with the treatment of the Company in any related party transaction with the Seller or his associates and affiliated corporations and the Seller has no reason to believe that there are any facts which would substantiate any such claims;
- (x) the Seller has no claim against the Company or any of its Subsidiaries at the date of this Agreement and will not have any claim against the Company or any of its Subsidiaries by reason of the entering into of this Agreement; and
- (xi) except as set forth on Schedule B, such Seller has not purchased any Common Shares in the last six months, other than in connection with the Company's share option plan, if applicable.

4.2 Survival

The representations and warranties of the Seller shall survive the purchase of the Subject Shares and shall expire on the first anniversary from the date that the Purchaser takes up and pays for the Subject Shares. Notwithstanding the foregoing, any claim, demand, action, cause of action, damage, loss, cost, liability or expense which is based on title to the Subject Shares, intentional misrepresentation or fraud may be brought at any time.

5. Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants as follows and acknowledges that the Seller is relying upon such representations and warranties in connection with the sale to the Purchaser of the Subject Shares:

(a) The Purchaser is a company duly incorporated and validly existing under the laws of its jurisdiction of incorporation and the Purchaser has all necessary corporate power, authority, capacity and right (i) to enter into this Agreement and (ii) to complete the transactions contemplated hereby;

(b) The Purchaser has the requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby;

(c) The execution and delivery of this Agreement by the Purchaser, the performance by the Purchaser of its obligations hereunder, and the consummation by the Purchaser of the transactions contemplated by this Agreement have been duly and validly authorized and no other corporate proceedings on the part of the Purchaser are necessary to authorize this Agreement or the transactions contemplated hereby; and

(d) This Agreement has been duly and validly executed and delivered by the Purchaser and, assuming the due and valid authorization, execution, and delivery of this Agreement by the Seller, constitutes a legally valid and binding agreement enforceable by the Seller against the Purchaser in accordance with its terms, subject, however, to the usual limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and the availability of equitable remedies.

6. Termination Date; Extensions

6.1 This Agreement may be terminated by notice in writing:

(a) at any time by mutual consent of the Purchaser and the Seller; or

(b) by the Seller:

(i) if the Offer has not been made on or before the time provided in Section 1.1(a) of the Acquisition Agreement;

(ii) if the Offer (or any amendment or modification thereto except for an increase to the Offer price or a waiver of a condition) does not conform in all material respects to Schedule "B" to the Acquisition Agreement; or

(iii) if the Purchaser has not taken up and paid for all the Subject Shares deposited under the Offer at the Expiry Time or any extension thereof.

6.2 This Agreement shall terminate automatically on the earlier of the Effective Time and the termination of the Acquisition Agreement in accordance with its terms.

6.3 Any termination of this Agreement in accordance with Section 6.1 or 6.2 shall not prejudice the rights of a party as a result of any breach by any other party of its or his obligations hereunder (including any breach of any of its representations or warranties herein). Upon termination of this Agreement, the Seller shall be entitled to withdraw any of his Subject Shares deposited under the Offer, and all powers of attorney granted hereunder shall automatically terminate.

7. Change in Nature of Transaction

- (a) If the Purchaser and its counsel, and the Company Board of Directors and its counsel, agree that it is necessary or desirable to proceed with another form of transaction (an “**Alternative Transaction**”) whereby following completion of such Alternative Transaction the Purchaser would own or control 100% of the Common Shares or substantially all of the assets of the Company and its Subsidiaries, which Alternative Transaction would provide the holders of Common Shares with a net financial result at least equivalent to or better than the Offer, the Seller shall support the completion of such Alternative Transaction.
- (b) If any Alternative Transaction involves a meeting or meetings of holders of securities of the Company, the Seller shall vote in favour of any matters necessary or ancillary to the completion of the Alternative Transaction.
- (c) The Seller hereby appoints Purchaser as attorney in fact (which appointment is unconditional, irrevocable (subject to Section 6), and is coupled with an interest) to execute a proxy appointing such person designated by Purchaser to attend and act on behalf of the Seller at any meeting or meetings held in connection with such Alternative Transaction and to act on behalf of the Seller on every action or approval by written consent of the Company’s shareholders in respect of such Alternative Transaction, and if pursuant to this power of attorney Purchaser has executed and not revoked a proxy in respect of a meeting, which proxy has been accepted by the Company, then in such circumstances the Seller shall not be responsible for voting under subsection 7(b). Purchaser shall advise the Seller upon executing any proxies in respect of the Seller.
- (d) In the event of any proposed Alternative Transaction, the references in this Agreement to the Offer shall be deemed to be changed to “Alternative Transaction” and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.
- (e) The Seller shall not exercise any rights of dissent provided under the Business Corporations Act (Ontario) or otherwise in connection with any Alternative Transaction.

8. General

- (a) The Purchaser acknowledges and agrees that the covenants, representations and warranties of the Seller made in this Agreement are made by the Seller solely in

his capacity as a holder of Common Shares, and not in any other capacity including the Seller's or his agent's or representative's capacity as an officer, director or employee of the Company.

- (b) Any notice, direction or other instrument required or permitted to be given hereunder ("**Notice**") shall be in writing and given by delivering or sending it by telecopy or other similar electronic form of communication confirmed by overnight courier addressed:

- (i) if to the Purchaser:

c/o Danaher Corporation
2099 Pennsylvania Avenue, N.W. 12th Floor
Washington, D.C. 20006
Attention: Paul Burgon
James O'Reilly

Telephone No.: 202-828-0850
Telecopier No.: 202-828-0860

with a copy to the Purchaser's Counsel at:

Wilmer Cutler Pickering Hale and Dorr LLP
2445 M Street, N.W.
Washington, D.C. 20037
Attention: Mark A. Dewire, Esq.
Thomas S. Ward, Esq.

Telephone No.: 202-663-6000
Telecopier No.: 202-663-6363

and

Stikeman Elliott LLP
1155 René-Lévesque Blvd. West
40th Floor
Montreal, Quebec H3B 3V2
Attention: Marc B. Barbeau, Esq.

Telephone No.: 514-397-3212
Telecopier No.: 514-397-3409

(ii) if to the Seller, addressed as follows:

Telephone No.:

Telecopier No.:

Any such notice, direction or other instrument given as aforesaid shall be deemed to have been effectively given, if sent by telecopier or other similar electronic form of communication on the business day such transmission is received if received during regular business hours or, if not sent during regular business hours, on the next business day or, if delivered, to have been received on the date of such delivery if delivered during normal business hours or, if not delivered during regular business hours, on the next business day. Any party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the party at its changed address. Failure to send or deliver a copy of a notice to any of the counsel required to be provided with a copy of such notice by this Section shall invalidate such notice.

- (c) This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby. There are no warranties, representations, terms, conditions or collateral agreements, expressed, implied or statutory between the Seller and the Purchaser other than as expressly set forth in this Agreement. This Agreement and the rights hereunder are not transferable or assignable by the Seller or the Purchaser without the prior written consent of the other and except that the Purchaser may assign its rights and obligations under this Agreement to any affiliate thereof, but no such assignment shall relieve the assignor of its obligations hereunder.
- (d) If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall be severable from all other provisions hereof and shall be deemed not to affect or impair the validity of any other provision hereof and each such provision is deemed to be separate and distinct.
- (e) This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable herein.
- (f) Time shall be of the essence of this Agreement.
- (g) This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

- (h) The words "included", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Whenever the context may require, any pronoun or possessive shall include the corresponding masculine, feminine and neuter forms.
- (i) Each party hereto shall pay the fees, costs and expenses of their respective financial, legal, auditing and other professional and other advisors incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred and shall indemnify the other party from and against any and all claims against it for "finder's" or "agency" fees relating to the transactions contemplated hereby other than, for greater certainty, claims pursuant to the engagements described in Section 3.25 of the Acquisition Agreement.

(Signature Page Follows)

If the foregoing accurately reflects the terms and conditions of our agreement, would you kindly indicate your acceptance hereof by signing, dating and returning to Purchaser the enclosed duplicate original of this letter Agreement by facsimile.

3091790 NOVA SCOTIA COMPANY

By: "James H. Ditkoff"

Name: James H. Ditkoff

Title: President

SIGNED, SEALED AND DELIVERED

In the presence of:

Olaf Skorzewski

"Witness"

Witness

"Olaf Skorzewski"

Seller